

1. March 6 Agenda

Documents: [MARCH 6 AGENDA.PDF](#)

2. March 6 Board Packet

Documents: [MARCH 6 BOARD PACKET.PDF](#)

Rantoul Village Board of Trustees
Regular Study Session
March 6, 2012

Order of Business

Board Packet Page(s)

1. **Call to Order – Mayor Williams**
Roll Call
2. **Public Participation**
Citizens wishing to address the Village Board with respect to any pending item of business listed upon the agenda or any matter not appearing on the agenda are asked to complete a public participation form and submit it to the Village Clerk prior to the meeting. Public comments will be limited to three minutes for each speaker.
3. **Items from the Mayor**
 - A) Amendment to Chapter 4 – Number of authorized Class A licenses
 - B) Item for Fire and Police Commission1
4. **Items from Trustees**
5. **Items from the Clerk**
 - A) Presentation of any Addendum Items for the Agenda
6. **Items from the Administrator**
7. **Monthly Department Reports**
8. **Items for the Consent Agenda**
 - A) Approval of Minutes, Regular Study Session, February 7, 2012
 - B) Approval of Minutes, Regular Board Meeting, February 14, 2012
 - C) Approval of Bills and Monthly Financial Reports
9. **Items from Community Development**
 - A) Community Development Block Grant Budget for FY2012-20132-4
10. **Items from Public Works**
 - A) Resolution to close North Maplewood Dr. for Soap Box Derby
 - B) MTF Resolution for Bike Path Funds - \$175,000.00
 - C) Local Agency Agreement with IDOT for use of ITEP Funds for bike path
 - D) Construction Engineering Agreement with Burns & McDonnell for new Bike Path
 - E) Contract with Burns and McDonnell to perform Phosphorus Removal Pilot Study - \$25,000.005-7
8--9
10-15
16-24
46-54
11. **Items from Comptroller**
 - A) Budget Amendment – Electric Dept.25

Order of Business

Board Packet Page(s)

12. Items from Police

- A) School Resource Officer Agreement with High School 26-33

13. Items from Inspection

- A) Acquisition of property – 1140 Century Blvd. 34-42
B) Acceptance of Clark Street properties 43-45

14. Items from Counsel

15. Adjournment

Statement Regarding Compliance with the Americans with Disabilities Act (ADA)

The Village of Rantoul wishes to ensure that its programs, services, and activities are accessible to individuals with disabilities. All Village Board meetings are wheelchair accessible. Persons who require an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the Village of Rantoul should contact the ADA Coordinator at (217) 892-6821. TTY users should dial 7-1-1 or call the Illinois Relay Center at 1-800-526-0844 (TTY) or 1-800-526-0857 (V). TTY users requiring Spanish language assistance should call 1-800-501-0864 (TTY).

We would appreciate advance notice of at least 48 hours for any requests to receive an agenda in an alternate format or other types of auxiliary aids and services.

**Rantoul Village Board of Trustees
Regular Study Session
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Order of Business

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 - C) Local Agency Agreement with IDOT for use of ITEP Funds for bike path 10-15
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for new Bike Path
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 - A) Budget Amendment – Electric Dept. 25
- 12. Items from Counsel**

- 13. Items from Police** 26-33
 A) School Resource Officer Agreement with High School
- 14. Adjournment**

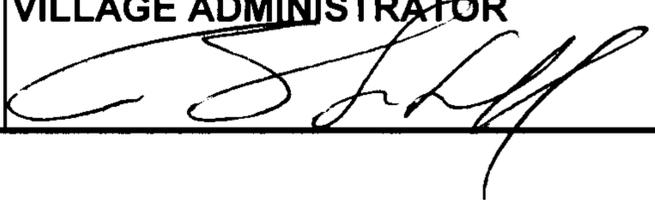
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**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM PAGE OF

ITEM: Authorized Number of Class A Liquor Licenses	DEPARTMENT: Mayor
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: () ORDINANCE () RESOLUTION () OTHER (See Summary) (X) SUPPORTING DOCUMENTS	DATE: February 27, 2012
SUMMARY HIGHLIGHTS:	
<p>Pinoaks Restaurant and Lounge has closed their business and relinquished their Class A Liquor License. The current number of Class A licenses authorized is 9. I am proposing reducing that number to 8. The Class A license allows the sale of any alcoholic liquor by the drink or in original package form only for consumption on the licensed premises where sold. This license is considered a "bar" license.</p> <p>With the closure of Pinoaks, there are currently eight (8) liquor establishments that hold a Class A license.</p>	
RECOMMENDED ACTION: Approve a reduction in the number of authorized Class A licenses.	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR 
AGENDA PAGE NUMBER:	

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE OF 1 of 2

ITEM: Community Development Block Grant Budget for FY2012-2013	DEPARTMENT: Community Development
AGENDA SECTION:	AMOUNT: \$511,624
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: February 27, 2012
SUMMARY HIGHLIGHTS: It is anticipated that the Community Development Department will have a \$511,924 budget in FY1213. The Citizens Advisory Committee recommended that the following activities be funded: Administration/Planning - \$58,046; Social Service Agency grants - \$54,214; \$349,664 for owner-occupied rehabilitation; and \$50,000 for building demolition.	
RECOMMENDED ACTION: Board approval of the Community Development Budget and authorization to submit the consolidated plan update/grant application to HUD.	
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 2 OF 2

**SUBJECT: Community Development
Block Grant Budget for FY2012-2013**

**DEPARTMENT:
Community Development**

BACKGROUND/DISCUSSION:

The Village of Rantoul will receive \$290,230 in Community Development Block Grant (CDBG) funds from HUD for Fiscal Year 2012-2013. The overall CDBG budget is expected to be \$511,924. This includes funds from the new grant, \$217,500 in funds carried-over from FY2011-2012 projects and \$4,194 in program income.

The proposed budget which the Citizens Advisory Committee reviewed and recommended on February 16 includes: \$349,664 for the housing rehabilitation program (6 full-home and 27 emergency), which includes lead-based paint activities; \$54,214 to provide social services; \$58,046 will be used for planning, management and administrative costs; and \$50,000 for building demolition.

The committee recommended funding the following social service programs for funding: Champaign County Regional Planning Commission Court Diversion Services - \$10,000; Family Service of Champaign County Senior HomeCare Program - \$4,000; Family Service of Champaign County Senior Counseling and Advocacy Program - \$4,000; Prairie Center Drug Rehabilitation & Education Program - \$10,5000; SmileHealthy's Head Start Dental Clinic - \$5,000; and Parkland College's GED Program - \$8,214. \$12,500 in FY2011-2012 funds will be carried over for FY2011-2012 grantees.

A copy of the narrative section of the 2012 Annual Action Plan which includes the final budget and consolidated plan/grant application as recommended by the Citizens Advisory Committee is attached.

AGENDA PAGE NUMBER:

**COMMUNITY DEVELOPMENT RESOLUTION NO. 278
RESOLUTION OF THE PRESIDENT AND BOARD OF TRUSTEES TO APPROVE
THE CONSOLIDATED PLAN UPDATE AND TO FILE A SUBMISSION FOR
THIRTY-EIGHTH YEAR (B-12-MC-17-0019) ASSISTANCE UNDER THE HOUSING
AND COMMUNITY DEVELOPMENT ACT, AS AMENDED**

WHEREAS, The President and the Board of Trustees of Rantoul, Illinois have determined to make a submission for continued funding under Community Development Block Grant Program; and,

WHEREAS, the Rantoul Citizens Advisory Committee has participated in the preparation of the Thirty-Eighth Program and has held public hearings concerning the Consolidated Plan Update, Thirty-Eighth Year Submission; and,

WHEREAS, it is recognized that a federal contract for financial assistance under the program will impose certain obligations and responsibilities on the Village in connection with the execution of the community development program in the Village.

NOW, THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Rantoul, Illinois, that:

1. The Village Board approves the attached 2012 Annual Action Plan submission for the Thirty-Eighth Program Year beginning May 1, 2012; and,
2. The Village Board authorizes the President of the Board of Trustees to submit the proposal and all understandings and assurances contained therein and directs and authorizes the President to provide additional information as may be necessary.

PASSED AND APPROVED this _____ day of March, 2012.

NEAL WILLIAMS, President
Village Board of Trustees

ATTEST:

Mike Graham
Village Clerk

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM PAGE OF

ITEM: Soap Box Derby	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: February 27, 2012
SUMMARY HIGHLIGHTS:	
<p>The Champaign County Highway Department requires a resolution to close roads for special events. The Soap Box Derby Committee has requested that North Maplewood Dr. be closed for the time trials on May 26, the race on June 2, and that June 9 be reserved as a rain date if needed.</p>	
RECOMMENDED ACTION: Approve Resolution	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR 
AGENDA PAGE NUMBER:	

RESOLUTION 3-12-_____

WHEREAS, the East Central Illinois Soap Box Derby Association is sponsoring a Soap Box Derby near the Village of Rantoul which event constitutes a public purpose:

WHEREAS, this Soap Box Derby will require the temporary closure of North Maplewood, a County Highway one mile north of the Village of Rantoul from 3200 North to approximately ½ mile south of 3200 North.

WHEREAS, the County Engineer is authorized to issue permits to local authorities to temporarily close portions of County Highways for public purposes in a manner as specified in 605ILCS 5/4-408.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of Trustees of the Village of Rantoul that the permission to close North Maplewood from 3200 North to ½ mile south above designated, be requested of the County Engineer.

BE IT FURTHER RESOLVED, that this closing shall occur during the approximate time period between 8:00 am and 2:00 pm on May 26th and 6:00 am and 6:00 pm on June 2nd and if needed because rain, 6:00 am and 6:00 pm on June 9th.

BE IT FURTHER RESOLVED, that traffic from the closed portion of highway shall be detoured over routes with an all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the County and which is conspicuously marked for the benefit of traffic diverted from the County Highway. The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic. The detour route shall be as follows: No detour proposed.

BE IT FURTHER RESOLVED that the East Central Illinois Soap Box Derby Association assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the East Central Illinois Soap Box Derby Association prior to reopening the County Highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc. shall be used by the East Central Illinois Soap Box Association as may be approved by the County Engineer. These items shall be provided by the Village of Rantoul.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above. (Note: This paragraph is applicable when the resolution pertains to a parade or when no detour is required).

BE IT FURTHER RESOLVED, that the East Central Illinois Soap Box Derby Association shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000 per person and \$500,000 aggregate which has the Champaign County Highway Department and its officials, employees, and agents as insureds and which protects them from all claim arising from the requested road closing.

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the County Engineer to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

PASSED this 13th of March, 2012.

Village Clerk

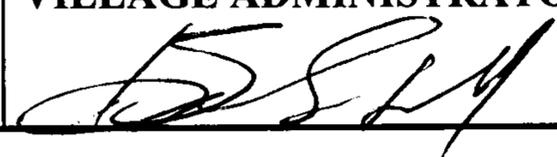
APPROVED this 13th day of March, 2012.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

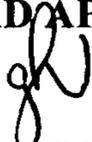
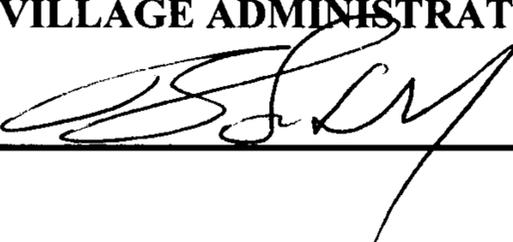
PAGE ____ OF ____

ITEM: IDOT MFT Resolution for Bike Path funds	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: \$175,000.00
ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: February 21, 2012
SUMMARY HIGHLIGHTS: This Agenda Item provides for the formal allocation of Illinois Department of Transportation (IDOT) Motor Fuel Tax (MFT) funds in the amount of \$175,000.00 for the construction engineering (\$19,390.00), anticipated construction costs (\$151,356.00), and a contingency fund (\$4,254.00) for the new bike path along the former Fisher Farmer's Grain & Coal railroad corridor. This dollar amount represents the Village's matching allocation (20%) of this portion of the project. An initial MFT resolution in the amount of \$25,000.00 for the design engineering was authorized in August 2011. Once finalized, this MFT resolution agreement in conjunction with the Construction Engineering Agreement with Burns & McDonnell, and the Local Agency Agreement for Federal Participation Motor Fuel Tax (MFT) resolution for allocating local funding, will be forwarded to IDOT for review and processing. The anticipated project letting is in June with construction beginning later this summer. The Village's project match requirement of 20% (\$175,000.00) for the construction engineering (\$19,390.00), anticipated construction costs (\$151,356.00), and a contingency fund (\$4,254.00) is proposed to be funded through Motor Fuel Tax (MFT) dollars and is identified in the 2012-2013 Budget.	
RECOMMENDED ACTION: Authorize the approval of an IDOT MFT Resolution in the amount of \$175,000.00 for the construction engineering (\$19,390.00), anticipated construction costs (\$151,356.00), and a contingency fund (\$4,254.00) for the new bike path along the former railroad corridor.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE ____ OF ____

ITEM: Local Agency Agreement with IDOT for the use of Illinois Transportation Enhancement Program (ITEP) Funds for the new Bike Path	DEPARTMENT: Public Works
AGENDA SECTION:	PROJECT AMOUNT: \$853,729.00 - Total Construction Engineering <u>\$682,983.00</u> - ITEP Grant \$170,746.00 - Village Share
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: February 21, 2012
SUMMARY HIGHLIGHTS: <p>This Agenda Item provides for a Local Agency Agreement for Federal Participation with the Illinois Department of Transportation (IDOT) for the Village of Rantoul to utilize a grant in the amount of \$781,980.00 through the Illinois Transportation Enhancement Program (ITEP) for the development of a new bike path / pedestrian walkway along the former Fisher Farmer's Grain & Coal railroad corridor. An initial agreement with IDOT for the grant funding of the preliminary engineering costs was approved in December 2010.</p> <p>The current agreement provides for the Division of Costs for the construction engineering and anticipated construction costs, which will be allocated as follows: ITEP Grant in the amount of \$682,983.00 with a Village share of \$170,746.00. Once finalized, this agreement in conjunction with the Construction Engineering Agreement with Burns & McDonnell, and the Motor Fuel Tax (MFT) resolution for allocating local funding, will be forwarded to IDOT for review and processing. The anticipated project letting is in June with construction beginning later this summer.</p> <p>The Village's project match requirement of 20% (\$170,746.00) for anticipated construction costs (\$151,356.00) and construction engineering (\$19,390.00) is proposed to be funded through Motor Fuel Tax (MFT) dollars and is identified in the 2012-2013 Budget.</p>	
RECOMMENDED ACTION: Authorize the approval of a Local Agency Agreement for Federal Participation with the Illinois Department of Transportation (IDOT) for the construction engineering and anticipated construction costs for the new bike path along the former railroad corridor. The Division of Costs will be allocated as follows: ITEP Grant in the amount of \$682,983.00 with a Village share of \$170,746.00.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency Rantoul, Village of	State Contract X	Day Labor	Local Contract	RR Force Account
Section 10-00105-00-BT	Fund Type STE	ITEP Number 529010		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-335-12	TE-00D5(101)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Rantoul Bike Path Route N/A Length 1.9 miles

Termini East Grove Avenue at Lon Drive to South Garrard Street along an abandoned railroad corridor

Current Jurisdiction Village of Rantoul Existing Structure No _____

Project Description

Construction of a 10' hot mix asphalt bike path

Division of Cost

Type of Work	STE	%	STATE	%	LA	%	Total
Participating Construction	605,423	(80)	()	()	151,356	(20)	756,779
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	77,560	(80)	()	()	19,390	(20)	96,950
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
Materials	()	()	()	()	()	()	()
TOTAL	\$ 682,983		\$		\$ 170,746		\$ 853,729

80% STE funding NTE \$682,983

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____

METHOD B--- _____ Monthly Payments of _____

METHOD C---LA's Share 170,746 divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Neal Williams

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
37-6000510 conducting business as a Governmental
Entity.

DUNS Number _____

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

William R. Frey, Interim Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Director of Finance and Administration

Date

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE _____ OF _____

ITEM: Construction Engineering Agreement with Burns & McDonnell for the new Bike Path	DEPARTMENT: Public Works
AGENDA SECTION:	PROJECT AMOUNT: \$96,950.00 - Total Construction Engineering <u>\$77,560.00</u> - ITEP Grant \$19,390.00 - Village Share
ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: February 21, 2012
SUMMARY HIGHLIGHTS: This Agenda Item provides for an engineering agreement with Burns & McDonnell for the construction engineering phase of the new bike path / pedestrian walkway along the former Fisher Farmer's Grain & Coal railroad corridor. The path will extend from Garrard Street to Lon Drive / Route 136. The Village has received grant funding in the amount of \$781,980.00 through the Illinois Transportation Enhancement Program (ITEP) for this project, which had an initial anticipated cost of \$1,004,000.00. This proposed agreement provides for this project's construction engineering & grant administration services with Burns & McDonnell in the amount of \$96,950.00 (Village share of \$19,390.00). Once finalized, this agreement in conjunction with the Local Agency Agreement for Federal Participation, and the Motor Fuel Tax (MFT) resolution for allocating local funding, are forwarded to IDOT for review and processing. The anticipated project letting is in June with construction beginning later this summer. The Village's project match requirement of 20% (\$19,390.00) for Construction Engineering is proposed to be funded through Motor Fuel Tax (MFT) dollars and is identified in the 2012-2013 Budget.	
RECOMMENDED ACTION: Authorize the approval of a Construction Engineering agreement with Burns & McDonnell in the amount of \$96,950.00 (Village share of \$19,390.00) for the necessary construction engineering & grant administration services for the new bike path along the former railroad corridor.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	

Local Agency Village of Rantoul	L O C A L A G E N C Y	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Burns & McDonnell
County Champaign				Address 1431 Opus Place
Section 10-00105-00-BT				City Downers Grove
Project No.				State IL
Job No.				Zip Code 60515
Contact Name/Phone/E-mail Address Greg Hazel, P.E./217-892-2178 g-hazel@village.rantoul.il.us				Contact Name/Phone/E-mail Address Anthony J Bryant, P.E./630-724-3283 abryant@burnsmcd.com

THIS AGREEMENT is made and entered into this _____ day of April, 2012 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name 2011 Rantoul Bike Path Route N/A Length 1.9 mi Structure No. N/A

Termini Lon Drive & E. Grove Avenue to North Garrard Street along an abandoned railroad corridor

Description: Project will include a 10-foot wide off-road HMA multi-use path from E. Grove Avenue at Lon Drive to Garrard Street. This path will be used as a multi-use path and will be built on Village owned property within roadway right-of-way or in the railroad right-of-way that has been transferred to the Village. Project includes a swale and culvert system, landscape restoration, and proposed sidewalk.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
- g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

- 11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
- 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
- 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
- 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
- 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

- 1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
- 2. To furnish the necessary plans and specifications.
- 3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
- 4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate (Pay per element)

Lump Sum _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
 - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

**AMENDED
SCHOOL RESOURCE OFFICER
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF RANTOUL
AND RANTOUL TOWNSHIP HIGH SCHOOL DISTRICT NO. 193**

This Agreement is made and entered into this ____ day of ____, 2012 by and between the Board of Education (hereinafter called the "**BOE**") of Rantoul Township High School District No. 193 (hereinafter called "**RTHS**") and the Village of Rantoul (hereinafter called the "**Village**").

WITNESSETH:

WHEREAS, RTHS desires to contract with the Village for School Resource Officer services to provide for the safety and protection of the students, faculty, staff, and others at RTHS, and ,

WHEREAS, the Village, by and through its police department (hereinafter called "**RPD**"), desires to assist in the effort by providing the hereinafter described SRO services upon RTHS property;

WHEREAS RTHS and the Village are authorized and empowered to contract with each other under the provisions of Article VII, Section 10 of the Constitution of the State of Illinois and pursuant to the Intergovernmental Cooperation Act 5, ILCS 220/1, et seq., and RTHS and the Village wish to enter this Agreement pursuant to the authority conferred upon them hereunder

NOW, THEREFORE, the Village and RTHS agree as follows;

1. School Resource Officer Services Provided by the Village. Subject to approval by RTHS, the Village shall assign one (1) Rantoul police officer as a School Resource Officer (hereinafter called "**SRO**") to perform duties as determined and requested by RTHS pursuant to this Agreement including:
 - Develop expertise in presenting various subjects (particularly in meeting federal and state mandates in drug abuse prevention education) and provide presentations at the request of the school personnel in accordance with the established curriculum
 - Abide by school board policies and consult with and coordinate activities through the school administration
 - Encourage and facilitate individual and small group discussions about law enforcement related matters with students, faculty, and parents
 - Attend meetings to solicit parent and faculty support and understanding of the School Resource Officer program and to promote awareness of law enforcement functions
 - Be familiar with community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and make referrals when appropriate
 - Collaborate with the District administration to develop and implement plans and strategies to prevent and/or minimize dangerous situations on or near school property or

involving students at school-related activities

- Coordinate with the administration and be responsible for law enforcement and security activities pertaining to RTHS facilities pursuant to this Agreement
- Formulate and provide educational crime prevention programs to reduce the potential crimes against persons and property in the schools
- Act as a resource to the administrators in investigating violations related to the school community
- Serve as a positive role model to improve the image of law enforcement officers in the eyes of the students and the community
- Counsel students in special situations, such as students suspected of engaging in criminal misconduct, and answer questions that students may have about criminal or juvenile law
- SRO shall provide written incident/activity documentation to the RTHS Superintendent in form content and duration reasonably requested by the RTHS Superintendent

2. Selection and Assignment.

- The parties acknowledge that the SRO shall be a full-time regular police officer of RPD with the training and certifications necessary to serve in such capacity, and that a single employee of Village satisfying these criteria shall perform all of the SRO duties required by this Agreement. The SRO shall at all times relevant to this Agreement, remain an employee of Village and shall be subject to terms and conditions of employment established by the Village. It is the express intent of the parties that nothing contained herein shall be deemed to create an employer-employee relationship between RTHS and the Village or between RTHS and the SRO it being the express intent of the parties instead that Village and RTHS shall be contracting as independent parties. The SRO shall at all times remain under the principal supervision of the Police Chief (or his/her designee) of RPD and in the event of any conflict between the directions issued by the RPD Police Chief and a RTHS representative, the directions issued by the Police Chief or his/her designee shall always prevail. Only the Village and RPD may discipline the SRO.
- Notwithstanding the foregoing, both parties shall collaborate in the selection of the SRO, including replacements in the event of resignations, retirements, or other personnel changes and both parties may terminate this Agreement in the event a particular SRO suitable to it cannot be jointly identified. In the event such collaborative efforts fail to result in the identification and selection of an SRO acceptable to both parties, this Agreement shall be deemed null and void and of no further force and effect with respect to future activities hereunder. Either party may request the assignment of a different SRO for good cause, violations of applicable rules or regulations, or when otherwise in the best interests of RTHS, its faculty, staff or students, or those of RPD or the Village. Absent circumstances requiring immediate action, contemplated personnel transitions should be timed so as to be ready for approval in the month of March. In the event of a

transition in which the successor is in need of the training and certifications necessary to serve as an SRO, such training should ideally take place during the summer recess between academic years.

- In addition to compliance with the requirements set forth in Section 2.a. the SRO shall satisfy the following requirements and/or maintain the following certifications:
 - i. SRO Certification
 - ii. Juvenile Police Officer (JPO) Certification
 - iii. Commitment, flexibility and ability to work in a school setting and on a school schedule
 - iv. Ability to work effectively with young adults, and,
 - v. A minimum of 4 years of experience as a Rantoul Police Officer shall be preferred

3. Schedule, Working Hours, Employment Terms.

- a. The SRO shall be assigned by Village to RTHS on days when RTHS is in normal session and the SRO shall follow a standard daily schedule and be on-site at RTHS from 7:30 am; to 3:30 pm; on those days. In the event RTHS'S administration requests the SRO's attendance at extracurricular activities or events occurring beyond the standard daily schedule and the SRO consents to attendance at a particular Extracurricular Event, it is the parties' understanding that the time spent by the SRO to attend the Extracurricular Event may be deducted from the SRO's standard daily schedules for the week in question so that no overtime charges are incurred.
- b. The SRO shall annually start the standard daily schedule governed by this Agreement adhering to the annual teacher schedule, which is typically 36 weeks in duration. During the RTHS summer break, the SRO to be assigned to RTHS for the upcoming school year shall participate in two weeks of training related to School Resource Officer duties, which training may include attendance at the NASRO conference, the IJOA conference, or other similar training programs. The total duration of the annual SRO contract schedule shall, therefore, consist of 38 total calendar weeks.
- c. Notwithstanding the foregoing the parties recognize that -a portion of the SRO's duties under such assignment may necessarily be required to be performed at locations other than the school district, such as the police department juvenile detention center, county jail courthouse and the community of which RTHS is a part. RTHS agrees that the SRO as part of the duties of such assignment may from time to time attend local and area meetings with other School Resource Officers, juvenile officers, probation officers, and other such juvenile justice personnel. Furthermore RTHS agrees that the SRO as part of the duties of assignment to RTHS may from time to time attend law enforcement training and conferences relevant to school safety and security, juvenile justice and intervention, substance abuse prevention and/or the duties of officers assigned to schools as resource or liaison officers. RPD and the Village agree to assume responsibility for all

fees and expenses of such training or conferences with the exceptions of any school system sponsored training or conferences that RTHS may determine appropriate for the SRO to attend. RPD and the Village stipulate that any absences by the SRO to attend training not related to matters of school safety and security juvenile justice and intervention, substance abuse prevention, or the duties of officers assigned to schools will result in a pro rata adjustment to compensation paid by RTHS to the Village under the terms of this agreement.

- d. The SRO shall at all times remain solely an employee of the Village, and shall not be deemed an employee of RTHS. The Village shall be responsible for the compensation (including any overtime payments) of the SRO and all benefits, pension contributions, and other terms and conditions of employment, The SRO shall at all times remain part of Rantoul Police Department ("RPD"), and subject to RPD's chain of command and RPD's rules, regulations, policies, and operating procedures.
- e. In the event of illness requiring sick leave, the SRO will notify both RTHS and RPD as early as possible. The parties agree that occasional sick days are to be expected and shall not cause a modification to the payment provisions of this Agreement while extended absences should result in a pro rata adjustment to the compensation paid by RTHS to the Village under the terms of this Agreement. In the event of injury sustained by the SRO both parties should be notified, particularly if the injury is work-related. Should the SRO for reasons or illness or injury become medically restricted to working in a limited or "light-duty" capacity both RTHS and RPD should be apprised of the specific limitations.
- f. The SRO shall not schedule personal vacation during the regular school attendance term without prior approval of the RTHS Superintendent.

4. Official Duties, School Records, Non-Disclosure. The Village and RTHS recognize that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, et. seq. ("FERPA") and the Illinois School Student Records Act 105 ILCS 10 et. seq. ("ISSRA") imposes substantial limitations upon the circumstances under which student record information may be disclosed to persons who are not the student's parents/guardians or employees of RTHS. This Agreement shall be construed only so as to permit lawful disclosure by RTHS of student record information to police officers assigned to RTHS by RPD. In accordance with ISSRA, the SRO will be trained and certified as an Illinois Police Juvenile Officer whose assignment and official duty as SRO includes the investigation and disposition of crimes and offenses that may have been committed by juvenile offenders, The SRO shall abide by all applicable laws regulations and rules concerning restrictions on disclosure and re-disclosure of student record information pursuant to ISSRA and FERPA, and RPD shall not violate nor direct the SRO to violate ISSRA, FERPA or RTHS rules regarding disclosure and re-disclosure. In addition to the rules regulations policies and operating procedures of RPD and the Village, the SRO RPD and the Village shall abide by the applicable rules regulations policies and procedures of RTHS regarding disclosure of school Student record information pursuant to the Family Educational Right to Privacy Act (FERPA) and the Illinois School Student Records Act (ISSRA), expressly including Reciprocal Reporting guidelines established pursuant to 105 ILCS 5/10-20.14.

5. Enforcement of Laws, Ordinance, Rules, and Regulations. RTHS and the Village acknowledge that all local state and federal laws and ordinances are enforceable upon the property of the RTHS. In addition RTHS hereby requests RPD to enforce the rules and regulations of RTHS pertaining to unauthorized visitors and unauthorized parking of vehicles upon RTHS property as well as those that relate to the safety and security of RTHS students, faculty, staff, and property. Notwithstanding the foregoing, the SRO shall not be authorized to discipline any RTHS student.
6. Indemnification. The Village agrees to indemnify, defend and hold harmless RTHS and any of its officers, employees or agents from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) in any manner resulting from or arising out of any negligent or willful act or omission of the SRO or any breach of the Village's obligations under this Agreement. RTHS agrees to indemnify, defend and hold harmless the Village and any of its officers, employees and agents from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) in any manner resulting from or arising out of any negligent or willful act or omission of any of its employees or any breach of RTHS's obligations under this agreement.
7. Public Safety Emergencies, Manpower Shortages. In the event of an emergency or other event, including manpower shortages, RPD reserves the right to temporarily redeploy the SRO to locations other than RTHS and agrees to return the officer to SRO duties as soon as circumstances and manpower needs permit.
8. Office, Files, Telephone, Equipment, Vehicle. RTHS agrees to provide an office to be used by the SRO, together with access to telephone, fax, internet, and other ordinary office needs, including locking file cabinets or drawers so as to meet the statutory requirements for securing juvenile records. Routine and extraordinary maintenance of such office shall be provided by personnel of RTHS at such times as are acceptable to RTHS and RPD. RTHS further agrees to provide a computer and related information technology equipment as systems compatibility may allow. RPD and the Village shall furnish the SRO with all police equipment, including vehicle.
9. Term of Agreement, Renewal, or Cancellation. This Agreement shall become effective upon approval by both the RTHS Board of Education and the Rantoul Village Board, commencing with the 2010-2011 school year and renewing annually for subsequent school years unless cancelled by either party. Both parties retain the right to cancel the renewal of this agreement for the next school year, provided that written notice of such cancellation is submitted to the other party no less than sixty (60) days before the end of the current school year.
10. Compensation; Reimbursement to the Village. RTHS agrees to pay the Village an amount contained in the "Annual Wage Benefits/Fees" rate identified on Exhibit A, shown as \$59,741.20 for the 2012-2013 academic year. Compensation for the remaining years will be similarly determined, subject to approval of both parties, and the Village shall, during the month of February, provide RTHS with revisions to Exhibit A projecting such costs, expenses, and fees for the forthcoming school year. The Village will submit an invoice to RTHS semi-annually, on September 1 and March 1. Payment to the Village will be made upon receipt of invoice as approved by the BOE.

a. At its cost and expense, Village shall provide SRO with Police Car, Uniforms, and Standard Duty Gear.

11. Notices. Any notices required pursuant to the terms of this Agreement shall be served personally or shall be sent by certified United States mail, return receipt requested to the principal place of business of each of the parties hereto as specified below and shall be deemed to be made on the date of said receipt:

Village: Administrator
Village of Rantoul
333 S. Tanner
Rantoul, IL 61866

RTHS: Superintendent
Rantoul Township High School District No. 193
200 S. Sheldon Street
Rantoul, IL 61866

Contact Persons. RTHS designated the Superintendent of Schools as the contact person for the SRO providing services under this Agreement; said contact person shall make him- or herself readily available and accessible to the SRO. In the event the RTHS contact person is unavailable or it is impractical to communicate with said person, then the SRO may contact and communicate with any RTHS Principal or administrative staff member with a subsequent contact to be made with the Superintendent as soon thereafter as reasonably practical. The contact person for the Village shall be its Administrator, and the contact person for RPD shall be the School Resource Officer or, as circumstances may require, the Chief of Police or Administrative Lieutenant.

12. Entire Contract. This Agreement constitutes the entire agreement between the parties.

13. Amendment. Any amendments to this Agreement shall be in writing and approved by the respective governing boards of each party and executed by a duly authorized representative of each party.

14. Applicable Law. This Agreement is made and entered into in the Village of Rantoul and any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of Illinois. The parties agree to comply with all laws, statues, regulations, and local rules relating the premises of this Agreement.

15. Certification. The signatories hereof, by execution of this Agreement, hereby certify that this Agreement has been presented to their respective governing boards and approved in its entirety and that execution of this Agreement has been authorized by said governing boards.

Rantoul Township High School District 193

By: _____

Superintendent

Village of Rantoul, Illinois

By: _____

Mayor

SCHOOL RESOURCE OFFICER
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF RANTOUL AND
RANTOUL TOWNSHIP HIGH SCHOOL DISTRICT NO. 193

Exhibit A for the 2012-2013 Academic Year

School Resource Officer 2012 – 2013 School Year	HOURLY WAGE	FICA MEDICARE	GROUP INS	UNEMPLOY INS	PENSION OBLIG	TRAINING SRO RECERT	DIGITAL ACCESS FEES	HOURLY WAGE / BENEFITS	MONTHLY WAGE / BENEFITS	ANNUAL WAGE / BENEFITS
RTHS	\$29.03	\$0.42	\$2.87	\$0.24	\$4.37	**	\$0.64	\$37.56	\$6,510.43	\$78,125.16

Medicare: 1.45 % of hourly rate

Group Insurance: Health Insurance - \$463.00 monthly
Dental Insurance - \$26.52 monthly
Life Insurance - \$7.10 monthly = \$496.62 X 12 = \$5,959.44 / 2080 = \$2.87 per hour

Unemployment: \$494.94 annually

Pension Obligation: 2010 Actuarial analysis of the Rantoul Police Pension Fund showed that the Total Normal Cost Rate of projected pension benefits is 24.96%. 2011 actuarial analysis rate came in higher however, for the 2010 rates will be used. Of that, 9.91% is the statutory contribution from the police officer, with the remaining 15.05% being the Village Normal Cost Rate.

Hourly rate = \$29.03 X 2080 = \$60,382.40
\$50,689.60 X .1505 = \$9,087.55
\$9,087.55 / 2080 = \$4.37 per hour Pension Obligation

SRO Training:	NASRO conference	Registration	\$500
		Airfare	\$400
		Per Diem	\$250
		Lodging	\$800
		Taxi fees	\$50
	Ill. Juv. Off. Conference	Registration	\$125
		Per Diem	\$150
		Lodging	\$375
		<u>Total</u>	<u>\$2,650 / 2080 hrs = \$1.27 per hour</u>

Digital Access Fees: Nextel Blackberry furnished by RTHS
Mobile Data Computer access \$64.21 per month
METCAD 800 MHz access fee \$46.23 per month
Total \$110.44 per month x 12 = \$1,325.28 / 2080 = \$.64 per hour

Annual Wage/Benefits Total - \$78,125.16

Weekly rate - \$86,092.99 / 52 = \$1,502.40

RTHS contract is for 38 weeks of SRO service (36 weeks of class and 2 weeks of training) \$1,502.40 X 38 = \$57,091.20

**SRO Training:	NASRO conference	Registration	\$500	Ill. Juv Off Conference	Registration	\$125
		Airfare	\$400		Per Diem	\$150
		Per Diem	\$250		Lodging	\$375
		Lodging	\$800			
		Taxi fees	\$50			
					<u>Total</u>	<u>\$2,650</u>

Wages/Benefits for 38 weeks \$57,091.20 + \$2,650 (SRO training) = \$59,741.20 **Billed in bi-annual installments of \$29,870.60 each.**