



**Rantoul Village Board of Trustees
Regular Study Session
Louis B. Schelling Memorial Board Room
Rantoul Municipal Building**

**April 3, 2018
6:00 pm**

Order of Business

Board Packet Page(s)

1. Call to Order – Mayor Smith
Roll Call
2. Approval of Agenda
3. Public Participation
Citizens wishing to address the Village Board with respect to any item of business listed on 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. Comments will be limited to three minutes for each item.
4. Presentation of GFOA award to Angela Schultz, Financial Manager
5. Items from the Mayor
6. Items from Trustees
7. Items from the Clerk
8. Items from the Administrator
9. Items for the Consent Agenda
 - A) Approval of Regular Study Session minutes of [March 6, 2018](#)
 - B) Approval of Regular Board Meeting Minutes of [March 13, 2018](#)
 - C) Approval of Special Board Meeting Minutes of [March 27, 2018](#)
 - D) Approval of Bills and Monthly Financial Reports
10. Items from Community Development
 - A) Approval of CDBG Program [Policies and Procedures](#) Manual 1-58
 - B) Approval of CDBG [Housing Rehabilitation](#) Manual 59-104
11. Items from Economic Development
 - A) Private Activity [Bond Cap Allocation](#)/Homebuyer Down Payment Assistance Program 105-110
 - B) Authorizing the expansion of the [Enterprise Zone](#) 111
12. Items from Police
 - A) Approval of [Crime Free Housing Ordinance](#) 112-113, 215-

Order of Business

Board Packet Page(s)

13. Items from Public Works
- A) [Engineering Agreement](#) with Burns & McDonnell for design of Airport Fence – not to exceed \$55,297.39 (Village share \$2,764.87) 114-136
 - B) Contract with Jordan Transformer for repair of East Substation Transformer - \$236,969.00 137-166
 - C) Engineering Agreement with Baxter & Woodman for [Willow Pond](#) Road Reconstruction – not to exceed \$70,796.00 167-180
 - D) Award contract for [roof repairs](#) to Filotto Construction - \$106,280.00 181-192
6 Aviation Center - \$3,700.00; 505 Condit - \$88,580.00 and \$14,000.00 contingency
 - E) Purchase of electric equipment and materials to support the Proposed [Rantoul Foods Expansion](#) - \$114,280.00 193-202
 - F) Contract with Eaton Copper to [purchase electric meters](#) - \$63,589.33 203-209
14. Items from Recreation
- A) Intergovernmental Agreement with [Rantoul Park District](#) 210-214
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

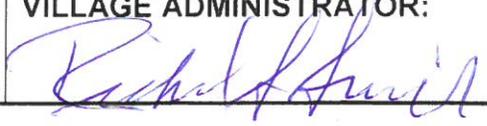
modification of policies or procedures to participate in a program, service, or activity of the Village of Rantoul should contact the ADA Coordinator at (217) 892-6821. TTY users should dial 7-1-1 or call the Illinois Relay Center at 1-800-526-0844 (TTY) or 1-800-526-0857 (V). TTY users requiring Spanish 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.

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

PAGE OF 1 Of 58

ITEM: Approval of CDBG Program Policies & Procedures Manual	DEPARTMENT: Community Development
AGENDA SECTION:	AMOUNT: -0-
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: April 3, 2018
<p>SUMMARY HIGHLIGHTS: Prior to the former Community Development Director's departure at the end of March, 2017, he was in the process of putting together a draft manual delineating the policies and procedures for the Community Development Block Grant program. There has not been a formal manual in place which explains how the CDBG program works and the previous Director wasn't able to get a finalized copy completed prior to leaving.</p> <p>This document went before the Citizens Advisory Committee on March 22, 2018 and has been recommended for approval by this Board.</p>	
RECOMMENDED ACTION: Staff and the Citizens Advisory Committee recommends approval.	
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	

CDBG Policy & Procedures Manual



Village of Rantoul
Community Development Department
Community Development Block Grant Program



Charles R. Smith, Mayor

Jennifer Fox, Village Trustee
Hank Gamel, Village Trustee
Chad Smith, Village Trustee
Sam Hall, Village Trustee
Rich Medlen, Village Trustee
Terry Workman, Village Trustee

Pam Cheek, Citizens Advisory Committee
Marcia Jackson, Citizens Advisory Committee
Sherry Johnson, Citizens Advisory Committee
Cynthia Rouse, Citizens Advisory Committee
Chris King, Citizens Advisory Committee

Rick Snider, Village Administrator

Ken Turner, Grants Manager/HUD Administrator

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KEY DEFINITIONS

This section provides definitions of key CDBG topics and terms.

The Act: The Housing and Community Development Act of 1974 makes funds available to qualified cities to develop viable urban communities, by providing decent housing and a suitable living environment, and expanding economic opportunities.

Action Plan: An annual plan that outlines proposed housing and community development objectives, activities, and budget in the Village of Rantoul. The plan includes information regarding federal, state, and local funding resources; a description of each activity to be implemented; and other actions that the Village will take to address barriers to affordable housing, support anti-poverty strategies, and facilitate fair housing.

Administrative Cap: A maximum of 20 percent of the sum of the entitlement grant plus program income that is received during the program year may be spent on planning and administration costs.

Affirmatively Furthering Fair Housing Plan (AFFH): An analysis of fair housing that will assist a community to take meaningful actions to combat discrimination, end segregation, and foster inclusive communities.

CDBG: The Community Development Block Grant program is a flexible program that provides communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to over 1,200 general units of local government and States.

CDBG Recipient: Local governments are known as grantees or recipients, and also referred to as units of general local government (UGLG). Under the Entitlement CDBG Program, the Village of Rantoul receives funding directly from HUD.

CFR: The Code of Federal Regulations is the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States. The CFR is divided into 50 titles that represent broad areas subject to federal regulation.

Citizen: A person living within the corporate limits of the Village of Rantoul. Unless otherwise distinguished by HUD or applicable statute, citizen and resident are used interchangeably.

Citizens Advisory Committee (CAC): An advisory body to the Rantoul Village Board which encourages a planned and orderly approach to the development of community services in the Village of Rantoul. The CAC reviews, evaluates, and makes recommendations to the Village Board on proposals submitted by agencies seeking CDBG funding; along with makes

recommendations on funding village programs. CAC members are appointed by the Mayor and the Rantoul Village Board of Trustees.

Citizen Participation Plan: A plan prepared by the Village of Rantoul in accordance with 24 CFR 570.486 which describes how the Village will include and encourage citizen participation, especially by low and moderate income citizens.

Conflict of Interest: When an individual or organization is involved in multiple interests, one of which could corrupt or be perceived as corrupting the fair and objective allocation of funds or procurement of goods and services.

Consolidated Annual Performance and Evaluation Report (CAPER): An annual report prepared by the Village of Rantoul and submitted to HUD in accordance with 24 CFR Part 91, on the objectives, activities, and budget set forth in the Annual Action Plan and the progress on the three-to five year consolidated plan.

Consolidated Plan: The Consolidated Plan is a three-to five year strategic plan prepared by the Village of Rantoul in accordance with 24 CFR Part 91, and describes the needs, resources, priorities and proposed activities to be undertaken with respect to HUD's Office of Community Planning and Development (CPD) formula programs, including CDBG. An approved Consolidated Plan is one which has been approved by HUD.

Contractors: A contractor is an entity paid with CDBG funds in return for a specific service (e.g., construction). Contractors must be selected through a competitive procurement process.

Corrective Action Plan: A plan prepared by a subrecipient or village partner to correct issues of non-compliance within a specific schedule.

Cost Allocation: The identification, aggregation, and assignment of centralized costs.

Cost Allocation Plan: A description of a process whereby services provided on a centralized basis (e.g., information technology, purchasing, accounting services) can be identified and assigned to benefitted departments on a reasonable and consistent basis.

CPD: The Office of Community Planning and Development is an office within HUD that administers and provides federal oversight of the CDBG program, along with other federal programs that provide decent housing, a suitable living environment, and expand economic opportunities for low and moderate income persons.

Davis-Bacon Act: Establishes the requirement for paying the local prevailing wages and fringe benefits, as determined by the U.S. Department of Labor. It applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.

Draw Down: Refers to the process of requesting and receiving CDBG funds from HUD. Grantees draw down funds from a line of credit established by HUD in IDIS. Subrecipients typically draw down funds from grantees.

Economic Development: Activities to improve the economic health and standard of living in the Village of Rantoul. Depending on the nature of the activity, eligible economic development activities may be subject to the public services or administrative caps.

Entitlement Community: A city in a metropolitan area with a population of 50,000 or more, a principal city of a metropolitan area, or an urban county with a population of at least 200,000 (excluding the population of metropolitan cities located therein) that receives an annual allocation of CDBG funds directly from HUD under the CDBG Entitlement Program. Entitlement Communities that loses population may still be “grandfathered” into the program and continue to receive grant funding. An Entitlement Community is sometimes referred to by HUD as a grantee or recipient.

Entitlement Grant: Federal funds received by an entitlement community in a program year.

Environmental Review Record (ERR): An assessment report of the effects a CDBG funded project will have on the environment and must be completed before any funds are expended on a project. The assessment is completed in HEROS and follows the requirements of 24 CFR Parts 50 and 58.

Funding Cycle: The time period associated with the Village of Rantoul’s allocation of projected CDBG funds for the upcoming program year(s). The funding cycle is most commonly an annual cycle that runs concurrently with the Village of Rantoul’s fiscal year of May 1 to April 30. Funding for social service programs generally operates from November 1 to October 31.

HUD’S Environmental Review Online System (HEROS): An online system for developing, documenting, and managing environmental reviews. Access to this system is requested from the HUD Region V Environmental Officer.

Household: All the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any groups of related or unrelated persons who share living arrangements.

Housing Rehabilitation: Activities that assist homeowners with the repair, rehabilitation, or reconstruction of owner-occupied and rental units.

HUD: CDBG funds are provided by the U.S. Department of Housing and Urban Development (HUD). HUD established the regulations and requirements for the program and has oversight responsibilities for the use of CDBG funds.

HUD Guidelines: All tools, guidebooks, trainings, notices, and other guiding materials and correspondence provided by HUD or CPD regarding the laws and regulations of CDBG Programs.

Integrated Disbursement and Information System (IDIS): An on-line nationwide database that provides HUD with current information regarding program activities and funding data. The Village of Rantoul uses IDIS to fund and report on its CDBG Program. User identifications and passwords are issued by HUD.

Income: Gross income for a household as defined by 24 CFR Part 5 is used for all Village of Rantoul CDBG funded programs.

Indirect Costs: Costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

Indirect Cost Rate: A device for determining in a reasonable manner the proportion of indirect costs each program should bear. It is the ratio, expressed as a percentage, of the indirect cost rate.

Indirect Cost Rate Proposal: The documentation prepared by a governmental unit or subdivision thereof to substantiate its request for the establishment of an indirect cost rate.

Low- and Moderate Income: Low- and moderate income (also referred to in this manual as LMI) means family or household annual income less than the Section 8 Low income Limit, generally 80 percent of the area median income, or a person within such household, as established by HUD. A minimum of 70% of all households receiving services using CDBG funding must have a low-moderate income.

Low-Income Household/Family: A household/family having an income equal to or less than the Section 8 Very Low Income limit (50% of the area median income) as established by HUD.

Minimum Contracting Standards: A set of standards required before the execution of a Subrecipient Agreement. The standards indicate the minimum administrative and financial framework required to manage public funds.

Minority Business Enterprise (MBE): A business concern that is at least 51% owned by one or more individuals who are African American, Hispanic American, Native American, Asian-Pacific American or Asian-Indian American; and whose management and daily business operations are controlled by one or more of these owners.

Moderate Income Household/Family: A household/family having an income equal to or less than the Section 8 Low Income limit (80% of area median income) established by HUD, but greater than the Section 8 Very Low Income limit (50% of the area median income) established by HUD.

Monitoring Visits: Visits to subrecipient and village partner programs by Rantoul Community Development Department staff to evaluate the progress/performance of the program and/or to provide technical assistance.

Neighborhood Revitalization Strategy Area (NRSA): A geographic area approved by HUD that meet certain criteria. The local community can develop comprehensive approaches to address economic development and housing needs.

OMB: The Office of Management and Budget (OMB) is the largest office within the Executive Office of the President of the United States. The main function of the OMB is to assist the President in preparing the budget. The OMB issues budget instructions or information, known as circulars, to Federal agencies.

PR Reports: Standard CDBG program reports generated in IDIS that provide financial and performance information.

Presumed Benefit: Benefit a group of clientele that is presumed to be principally low-moderate income. Presumed benefit groups include abused children, battered spouses, severely disabled adults, homeless persons, illiterate adults, persons with AIDS, migrant farm workers, and elderly persons over 62 years of age.

Program Income: Program income is the gross income received by the Village and its subrecipients directly generated from their use of CDBG funds.

Program Year: The Village of Rantoul's program year begins May 1 and concludes April 30 of the following year.

Public Service Activity: Eligible public service activities including, but not limited to those concerning with education, employment, crime prevention, child care, health, homelessness, drug abuse, fair housing counseling, senior services and youth services. To be eligible for CDBG assistance, a public service must be either a new service or a have a quantifiable increase in services.

Public Services Cap: A maximum of 15 percent of the sum of the entitlement grant plus program income that is received during the program year may be spent on public service activities.

Resident: Unless otherwise distinguished by HUD or applicable statute, resident and citizen are used interchangeably.

Section 3: Section 3 of the Housing and Urban Development Act of 1968 established the Section 3 Program, which requires recipients of HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

Statement/Scope of Work: An exhibit of the subrecipient agreement which must include the project description, the national objective claimed, activity descriptions, intended beneficiaries (number and type), detailed budget and location(s) of program related activity.

Subrecipient: An entity charged with implementation of one or more activities funded with Village of Rantoul CDBG dollars.

Subrecipient Agreement: A written agreement between the Village of Rantoul and the subrecipient that is required before CDBG funds are disbursed.

Target Areas: A geographic area within the corporate limits of the Village of Rantoul that has a minimum of 51.0% low-moderate income population. The Rantoul Village Board must take formal action to concentrate CDBG funds and programs into the target area(s).

Technical Assistance: Assistance to an entity by another entity with more knowledge in the applicable subject field, resulting in increased capacity or knowledge of the assisted entity.

Timeliness: Carrying out CDBG funded activities in a timely manner.

Timeliness Spending Test: A test conducted sixty days prior to the end of the current program year, to ensure that the amount of entitlement grant funds available to the Village of Rantoul under grant agreements, but undisbursed by the U.S. Treasury is not more than 1.5 times the entitlement grant amount for the current program year. Progress can be monitored in IDIS, through the PR 56 report.

Urgent Need: Activities designed to alleviate existing conditions of recent origin (18 months) that pose serious threats to the health and welfare of the community. This objective may only be used if the community cannot finance necessary activities with other sources.

Village Program: An eligible activity or service provided by the Village of Rantoul staff through a non-competitive application process.

Women's Business Enterprise (WBE): A business concern that is at least 51% owned by one or more women and whose management and daily business operations are controlled by one or more of those owners.

CDBG PROGRAM OVERVIEW

The Village of Rantoul receives a yearly Community Development Block Grant (CDBG) entitlement from the U.S. Department of Housing & Urban Development (HUD). To continue participation in this program, the Village contractually agrees with HUD to implement the Housing & Community Development Act of 1974 and related CDBG program regulations in 24 CFR 570. All CDBG allocations are subject to the regulations detailed in 2 CFR Part 200 (formerly, OMB Circulars A-110 (2 CFR Part 225), OMB Circulars A-110 and A-122 (2 CFR Part 230)).

NATIONAL OBJECTIVES

1. At least 70% of the program participants must have low or moderate income as defined by HUD.
2. The project must eliminate slum and blight as defined by HUD.
3. Meet an urgent need designated as an emergency by the Village of Rantoul Board of Trustees.

ELIGIBLE ACTIVITIES

1. Acquisition of real property for any public purposes other than the general conduct of government.
2. Disposition of property acquired with CDBG funds.
3. Acquisition, construction, rehabilitation, or installation of public facilities and improvements carried out by the Village of Rantoul or other public or private non-profit entities. Generally, this does not apply to new construction.
4. Public services (limited to a maximum of 15% of the Village of Rantoul's total CDBG entitlement) which are directed toward improving the community's public services and facilities, including, but not limited to, those concerned with employment, education, health care, substance abuse, senior services and youth services.
5. Removal of architectural barriers, which restrict the mobility of elderly and/or persons with disabilities. All publically and privately owned buildings and facilities are eligible for funding.
6. Rehabilitation and preservation for:
 - a. Low and moderate-income owner-occupied houses.
 - b. Low and moderate income public housing.
 - c. Publically owned non-residential buildings and improvements otherwise eligible for assistance.
 - d. Publically or privately owned historic buildings.
 - e. Commercial or industrial facility for job creation or retention.
 - f. Public facilities.
 - g. Affordable housing or mixed-income housing.
 - h. Low and moderate-income senior housing.
 - i. Businesses that agree to hire, retain and/or serve low and moderate-income persons.

7. Activities designed to create or retain jobs. All jobs created within the applicant's program are required to be permanent and at least 51.0% of the total must be for persons of low and moderate income.

INELIGIBLE ACTIVITIES

1. Buildings for the general conduct of government. This includes operating and maintenance expenses. Exceptions are operation and maintenance associated with public service activities, interim assistance and CDBG program staff.
2. General government expenses except to carry out the CDBG program staff.
3. Political or religious activities.
4. Construction equipment.
5. Fire protection equipment unless part of a public facility.
6. Personal furnishing or property.
7. Food not related to direct service delivery to clients.
8. Furnishings that are not integral structural fixtures.
9. New housing construction except for land acquisition and other specific circumstances.
10. Income payments and other subsistence payments made to individual or a family.

SPENDING RESTRICTIONS

Public Service Cap

No more than 15.0% of the sum of the annual entitlement grant plus any grant program income received in the previous grant year on public service programs. The public service cap is calculated by:

Current Year Entitlement Amount:	_____
	+
Previous Year Program Income Received:	_____
	=
Amount to Calculate Public Service Cap:	_____
	X 0.15
Total Maximum Amount for Public Service Programs:	_____

Planning and Administration Cap

No more than 20.0% of the sum of the annual entitlement grant plus any grant program income received in during the grant year may be spent on planning studies or administration. The planning and administration cap is calculated by:

Current Year Entitlement Amount:	_____
	+
Current Year Program Income Expected:	_____
	=
Amount to Calculate Administration Cap:	_____
	X 0.20
Total Maximum Amount for Administration:	_____

Low and Moderate-Income Benefit Requirement

At least 70.0% of the Village of Rantoul's non-administration CDBG spending is required to benefit low and moderate income people. The 70.0% threshold should be exceeded each year to maintain compliance; however HUD rules allow grantees to use spending during a fixed three-year period to calculate.

The benefit should be either 51.0% of client participants, 51.0% of household participants, 51.0% of housing units assisted, 51.0% of an area's residents or 51.0% employees in jobs created or retained. The low and moderate income benefit requirement is calculated by:

Entitlement Amount in Year 1, Year 2 and Year 3:	_____
	-
Administration Budget Allocation in Year 1, Year 2 and Year 3:	_____
	=
Amount to Calculate Minimum Low-Mod Benefit Spending:	_____
	X 0.70
Total Minimum Required Amount for Low-Mod Benefit Spending:	_____
3-Year Total Amount Spent on Low/Mod Area Benefit Programs:	_____
	+
3-Year Total Amount Spent on Low/Mod Limited Client Benefit Programs:	_____
	+
3-Year Total Amount Spent on Low/Mod Jobs Benefit Programs:	_____
	+
3-Year Total Amount Spent on Low/Mod Housing Benefit Programs:	_____
	=
3-Year Amount to be Applied to Low/Mod Benefit Calculation:	_____

SPENDING TIMELINESS

HUD requires the Village of Rantoul to use the CDBG funds it receives in a timely manner. HUD determines if Rantoul is spending down its CDBG entitlement in a timely manner by checking to see what the unspent balance is on March 2 of each year. HUD requires the amount of unspent funds to be no more than 150.0% of the entitlement amount for the current year.

The best method to review the Village of Rantoul's timeliness is to refer to the Integrated Disbursement and Information System (IDIS) program report number 56 (PR56).

INCOME RESTRICTIONS

At least 51.0% of the program's participants must be low and moderate income as determined by HUD income limits for the Champaign-Urbana Metropolitan Statistical Area. To determine if a client qualifies as low or moderate income, household size must be determined first, followed by the total income of the household. If the total household income falls below the 80.0% of median income, the client can be counted towards the 51.0% required participation of low and moderate income residents. Clients above this threshold may participate in a CDBG funded activity if these participants comprise no more than 49.0% of the total participants. However, programs should be designed to ensure the maximum participation by low and moderate income persons.

The CDBG Program recognizes three methods to determine a household's income:

- Annual income as defined by 24 CFR Part 5 (Part 5 Annual Income also formerly known as the "Section 8" Income);
- Annual income as reported under the Census long form for the most recent decennial census; and
- Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes.

Any one of the three methods can be used for any CDBG funded program and activity, provided that only one (1) method is used exclusively for that program or activity.

The preferred method of determining income eligibility for all Village of Rantoul programs is the "Part 5 Annual Income."

The following link will provide updated income limits from HUD:

<http://www.huduser.org/portal/datasets/il.html>

PY 2017 INCOME LIMITS
Champaign-Urbana, IL MSA
Issued by HUD on April 11, 2017

Persons in Household	1	2	3	4	5	6	7	8
Extremely-Low Income (30% of median)	\$14,600	\$16,700	\$18,800	\$20,850	\$22,550	\$24,200	\$25,900	\$27,550
Very-Low Income (50% of median)	\$24,350	\$27,800	\$31,300	\$34,750	\$37,550	\$40,350	\$43,100	\$45,900
Low Income (80% of median)	\$38,950	\$44,500	\$50,050	\$55,600	\$60,050	\$64,500	\$68,950	\$73,400

PRESUMED BENEFIT

Some activities do not require collection of individual client or household income data. The following income categories should be used for the following presumed benefit categories.

<u>Presumed Benefit Category</u>	<u>Income Category</u>
Abused Children	Extremely Low Income
Battered Spouses	Low Income
Severely Disabled Adults	Low Income
Homeless Persons	Extremely Low Income
Illiterate Adults	Low Income
Persons with AIDS	Low Income
Migrant Farm Workers	Low Income
Senior Citizens & Elderly (over age 62)	Low Income

FAIR MARKET RENTS

Any CDBG activities involving rental housing must take steps to deed restrict these units to charging not more than fair market rents to be eligible for CDBG funds. Rehabilitated units can only be leased to households who have low/moderate incomes. Fair market rents are determined by the number of bedrooms a rental unit has. Any applicable utility allowances will be provided by the Housing Authority of Champaign County.

The following link will provide updated fair market rents from HUD:

<http://www.huduser.org/portal/datasets/fmr.html>

BENEFIT/AFFORDABILITY TIMEFRAME REQUIREMENTS

CDBG that funds projects must ensure that those activities continue to carry out the intended benefit for a minimum number of years depending on the type of activity and the amount of funding allocated. The Village of Rantoul may determine longer benefit or affordability timeframes are needed.

- Access Housing Rehabilitation over \$3,000 – 5 years
- Owner-Occupied Emergency Housing Rehabilitation over \$3,000 – 5 years
- Owner-Occupied Full-Home Housing Rehabilitation – 5 years
- Rental Housing Total Funds Less than \$15,000 – 5 years
- Rental Housing Total Funds between \$15,000 to \$40,000 – 10 years
- Rental Housing Total Funds over \$40,000 – 15 years
- Public Facilities – any amount of funding – 5 years

AFFIRMATIVELY FURTHERING FAIR HOUSING PLAN

According to the HUD Fair Housing Planning Manual, the broad objectives of Affirmatively Furthering Fair Housing can be interpreted to mean:

- Analyze and eliminate housing discrimination in the jurisdiction.
- Promote fair housing choice for all persons.
- Provide opportunities for racially and ethnically inclusive patterns of housing occupancy.
- Promote housing that is physically accessible to, and usable by, all persons, particularly persons with disabilities.
- Foster compliance with the nondiscrimination provisions of the Fair Housing Act.

The Village prepared its initial Analysis of Impediments to Fair Housing (AI) in 1996, and revised the plan in 1997. This report found 9 areas that required action or further review in order to ensure that Rantoul was complying in its efforts to affirmatively further fair housing choice. Although the Rantoul Community Development attempts to address each of these areas every year, an updated AI is needed, and required by HUD.

The nine impediments the 1997 report found include:

1. There is a shortage of Section 8 subsidies in Rantoul and the rest of Champaign County.
2. A lack of funding restricts housing choices and options for owners and potential homeowners.
3. First-time homebuyer subsidies should be continued through downpayment assistance programs and building incentives offered through the Village.
4. Housing rehabilitation programs are necessary to preserve the housing stock and to allow families to live in standard and safe housing.
5. There is a need for transportation services for low-income employment purposes.
6. There is a need to periodically review the Community Reinvestment Act (CRA) reports of the local lending institutions along with insurance and real estate firms in Rantoul.
7. The Rantoul Community Development Department and Housing Authority of Champaign County (HACC) should review each other's policies.

8. There should be at least one female member of the village's plan commission.
9. The Rantoul Community Development Department should enhance its outreach program for fair housing education.

Actions to be taken over the next several years, as they relate to fair housing choice include:

- Village staff will meet with mortgage lenders to develop affordable homeownership programs.
- Periodically meet with the HACC to review programs, policies, and the possibility of jointly funded projects.
- Village of Rantoul will work with Champaign County to continue the rural transportation program.
- Women and minorities will continue to be members of the Village of Rantoul's Planning Commission, Zoning Board of Appeals, and Citizens Advisory Committee.
- Encourage additional participation in the Rantoul Landlord's Association.
- Provide fair housing training opportunities from the Illinois Department of Human Rights.
- The Village of Rantoul will update its Analysis of Impediments to Fair Housing report.

On July 16, 2015, HUD published the final, updated Affirmatively Fair Housing rule in the Federal Register, which describes the parameters and methodology for communities to update their fair housing analysis and plan. The Village of Rantoul's updated Affirmatively Furthering Fair Housing Analysis (AFFH) is due to HUD in August 2017.

The Village of Rantoul has requested to complete a regional fair housing analysis with the City of Champaign, City of Urbana, Ford County Housing Authority, Housing Authority of Champaign County, and the Piatt County Housing Authority; which would be due to HUD in October 2019.

HUD's contact person for the AFFH is Amy Hudson, who may be contacted at 312-913-8726 or via e-mail at Amy.Hudson@hud.gov.

FUNDING REQUESTS FROM FAITH-BASED ORGANIZATIONS

In 2004, HUD issued guidelines for ensuring equal treatment of faith-based organizations. Faith-based organizations are encouraged to apply for CDBG funds provided that the activities funded with CDBG comply with the guidance outline in HUD CPD Notice 04-10 of September 29, 2004.

Broadly, the notice provides the following rules:

1. Organizations may not use direct HUD funds to support inherently religious activities such as worship, religious instruction, or proselytization. Faith-based organizations may use HUD funds to support non-religious social services that are separate in time or location from their inherently religious activities.

2. Faith-based organizations, like all organizations implementing HUD-funded programs, must serve all eligible beneficiaries without regard to religion. Faith-based organizations may not require participants to attend or take part in any religious activities that take place at a different time or location; but these participants must be reassured that their decision to participate or not will not affect their ability to receive being provided with HUD funds.
3. Faith-based materials, supplies, literature may not be acquired or distributed with HUD funds.
4. Faith-based organizations may use HUD funds to pay the salary to staff or members of a faith-based organization, provided that the staff or members do not engage in religious activities while being paid with public dollars.

The complete guidelines can be found at:

http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_15282.pdf

RANTOUL'S CDBG PROGRAM ORGANIZATIONAL STRUCTURE

The Village of Rantoul's CDBG Program is primarily staffed by the Community Development Director, who reports directly to the Mayor and the Village Administrator and is primarily responsible for the operation of the program. Other village departments coordinate efforts to comply with various federal and state regulations, such as, but not limited to: 24 CFR 570, 24 CFR 85, 24 CFR 91, and 2 CFR Part 200.

The following is a summary of the positions and responsibilities, and can be seen on the following Village of Rantoul Organizational Chart.

Mayor

- Certifies Environmental Review Record
- Certifies Consolidated Plan and Annual Action Plan

Village Administrator

- Provides overall guidance on how CDBG funds are spent

Comptroller

- Finance and Budget
- Purchasing
- Information Management Services
- Audit
- Reviews CDBG Quarterly Financial Report

Inspection Department

- Housing rehabilitation inspections
- Lead-based paint testing
- Inspects pre- and post-demolition projects
- Code Enforcement
- Process payroll and purchase orders

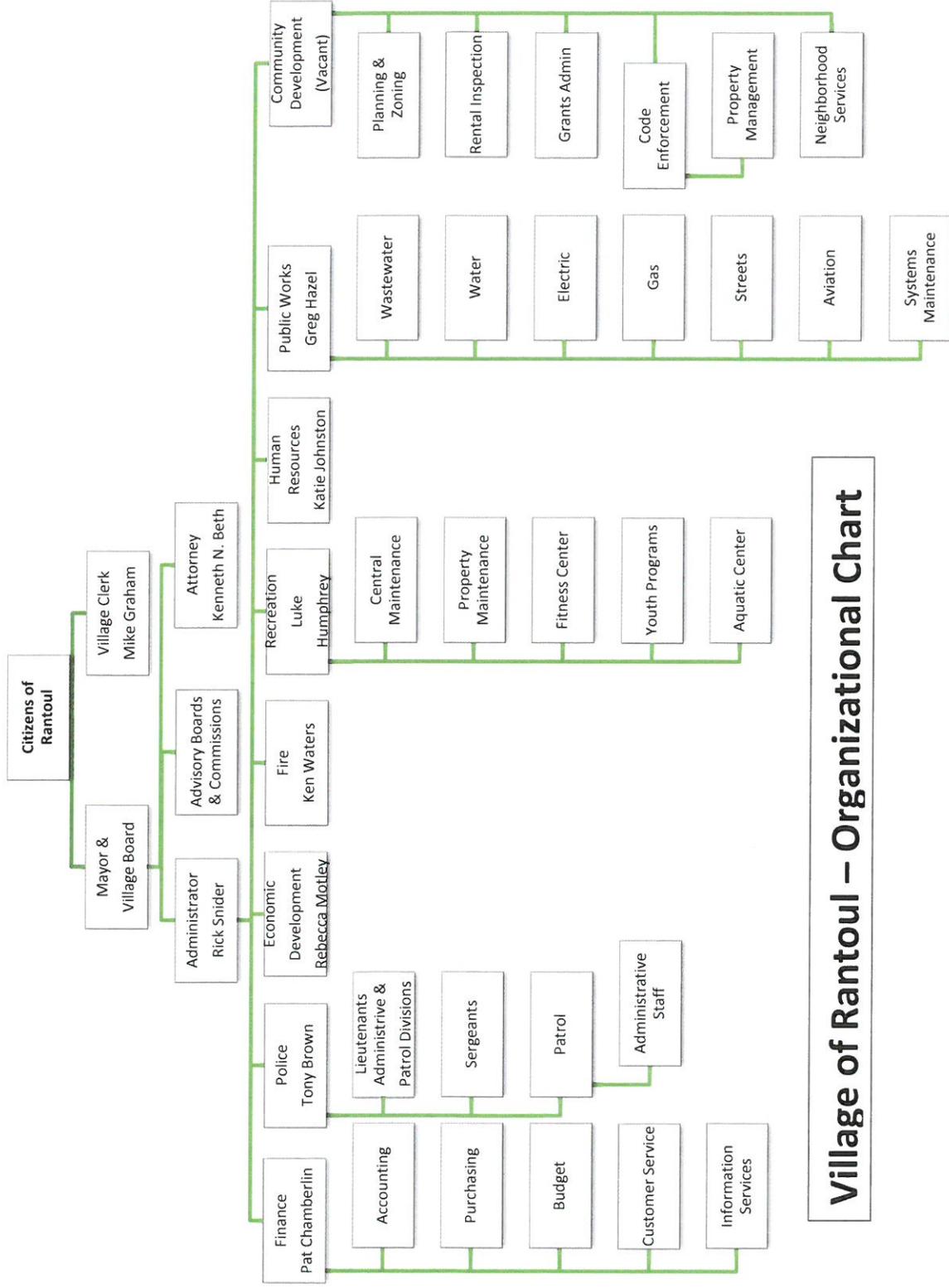
Public Works Department

- Provides guidance on infrastructure needs in the community
- Bidding for CDBG funded infrastructure projects
- Project construction monitoring and inspection for CDBG funded infrastructure projects

Community Development Department

- Prepares draft budgets
- Writes and submits the Consolidated Plan (and amendments), Annual Action Plan (and amendments), and Consolidated Annual Performance and Evaluation Report
- Completes environmental review records
- Requests purchase orders
- Reviews housing rehabilitation applications

- Oversees the housing rehabilitation projects and program
- Contract signer for housing rehab and demolition projects
- Provides technical assistance to subrecipient agencies
- Compliance monitoring of subrecipient agencies
- Annually update social service funding application
- Reviews social service applications and submit to Citizen Advisory Committee
- Submits various HUD and CDBG reports such as Quarterly Cash Transaction; Women & Minority Business; Davis-Bacon; and Section 3 & Equal Opportunity
- Research and apply for non-HUD grant funding



Village of Rantoul – Organizational Chart

CITIZEN PARTICIPATION PLAN

The Village of Rantoul is a participating entitlement jurisdiction with HUD in receiving CDBG funding. As such, citizens, public agencies and other interested parties are guaranteed a role in the development and review of plans and performance reports and further, shall have access to certain records and technical assistance. The Citizen Participation Plan (CPP) sets forth those procedures.

The CPP will be updated on the same time cycle as the Consolidated Plan and will be approved as a stand-alone document by the Rantoul Village Board.

ENCOURAGEMENT OF CITIZEN PARTICIPATION

The plan will encourage:

- Citizens, public agencies and other interested parties to participate in the development and review of the Consolidated Plan, and its amendments; Annual Action Plan, and its amendments; Environmental Review Record; and Consolidated Annual Performance and Evaluation Report.
- Participation by low and moderate income persons living in slum and blighted areas and in areas where CDBG funds are proposed to be used and residents of predominately low and moderate income neighborhoods.
- Participation of all citizens of the Village, including minorities and non-English speaking persons, as well as persons with disabilities.
- In conjunction with the Champaign County Housing Authority (HACC), participation of residents in public and assisted housing developments in the process of developing and implementing the consolidated plan, along with other low income residents of targeted revitalization areas in which the developments are located. The Village will provide information to the HACC about its Consolidated Plan activities related to its developments so that the HACC can make this information available to their residents.
- The Mayor and Village Board may designate target areas with the Village of Rantoul which have 51.0% or more low to moderate income individuals.

CITIZEN ADVISORY COMMITTEE

The objective and purpose of the Citizen Advisory Committee (CAC) of the Village of Rantoul shall primarily be to administer the citizen participation requirements of the Housing and Community Development Act of 1974, as amended. Further, it shall: prepare and recommend grant applications for CDBG funding to the Mayor and Village Board; monitor the progress of all funded programs; and make recommendations to the Mayor and Village Board regarding the implementation of CDBG funded programs.

- A. Structure of the Citizens Advisory Committee
 1. The community-wide CAC shall be appointed by the Mayor with the approval of the Rantoul Village Board. The membership shall consist of seven (7) citizens of the Village of Rantoul.
 2. Membership to the CAC should represent the following groups: lower income, minority, elderly, and disabled.
 3. Terms – the term of CAC members shall be four (4) years, subject to annual re-appointment by the Mayor and Village Board.
 4. In the event that any CAC member misses three (3) consecutive meetings and upon the recommendation of the CAC Chairperson, the Mayor may remove that member and fill the vacancy. Generally, if any such member represents a specific interest group, he/she shall be replaced by a person representing the same group. Voluntary resignations shall be handled in a similar manner.
 5. If any member of the CAC ceases to be eligible for membership in said Committee, the Village Board of Trustees shall appoint a new member to fill the vacancy.
- B. Organization of the CAC
 1. The Committee shall select a Chairperson and a Vice-Chairperson.
 2. The Committee will not have regular meetings, but will meet during the development of the Consolidated Plan/Annual Action Plan and the Consolidated Annual Performance and Evaluation Report. Other meetings may be conducted on an as-needed basis.
 3. The Community Development Department shall be the staff for the CAC.
- C. Role of the CAC
 1. At their meetings, the CAC shall be responsible for encouraging of citizen participation from all citizens, public agencies and other interested parties including minorities, low/moderate income persons and non-English speaking persons.
 2. The CAC shall be responsible for citizen participation prior to making recommendations to the Mayor and Village Board on the following items, including but not limited to:
 - a. The Five-Year Consolidated Plan, including the identification of community development and housing needs and the setting of priorities.
 - b. Annual Action Plan of projects that are consistent with the Consolidated Plan.
 - c. Subsequent minor and substantial amendments to approved programs in the Consolidated Plan and Annual Action Plan.
 - d. The annual CDBG Program and CDBG budget.
 - e. The Consolidated Annual Performance and Evaluation Report to monitor the progress of CDBG funded programs.
 3. The CAC shall be responsible for recommending to the Mayor and Village Board, policy and methods of implementing CDBG projects.
 4. The CAC shall participate in the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) by soliciting views concerning the effectiveness of various CDBG projects.

5. All meetings of the CAC shall be conducted in an open manner, with freedom of access to all interested persons. Dates, times and locations of all meetings shall be printed in the *Rantoul Press*, and with the Rantoul Village Clerk in a manner consistent with the Illinois Freedom of Information Act, as amended.

RESPONDING TO CITIZEN COMMENTS, VIEWS AND OBJECTIONS

- A. Program Recommendations, Requests and Objections
1. Recommendations, requests and/or objections may be submitted to the CAC for consideration from interested citizens, agencies and/or organizations at any time during the program year.
 2. Written responses shall be made to these written recommendations, requests and/or objections within fifteen (15) working days after a determination by the CAC at its meeting.
 3. Written comments, requests, and/or inquiries which require a response to general information and/or clarification of the CDBG program can be handled by staff in the Community Development Department. The response time shall be within the guidelines of the Illinois Freedom of Information Act; but not more than fifteen (15) working days of the receipt of the written comment, request and/or inquiry, where practicable.
 4. All written responses to written recommendations, requests and/or objections shall state reasons for action taken or, in the case of staff response, shall make specific reference to pertinent sections of CDBG legislation.
 5. Whenever practical, responses should be made prior to the end of the comment period as stated in the advertisements and announcements on the development of the Consolidated Plan, Annual Action Plan, Environmental Review Record, and/or the Consolidated Annual Performance and Evaluation Report for which the written recommendation, request and/or objection was offered.
 6. Written recommendations, requests and/or objections not offered at officially called meetings of the CAC, shall be addressed to the Rantoul Community Development Department, 333 South Tanner Street, Rantoul, Illinois 61866.
- B. Objections may also be made, in writing, to HUD. HUD will consider objections only on the following grounds:
1. The applicant's description of needs and objectives is plainly inconsistent with available facts and data; or
 2. The activities to be undertaken are plainly inappropriate to meeting the needs and objectives identified by the applicant; or
 3. The applicant does not comply with the requirements of HUD or other applicable laws; or
 4. The application proposes activities which are ineligible.
 5. Objections sent to HUD shall be sent to: U.S. Department of Housing and Urban Development, Office of Community Planning and Development, 77 West Jackson Boulevard, Chicago, Illinois 60604.

Objections shall include identification and documentation of requirements not met and where data is objected to, new data shall be offered.

Objections to a particular application should be submitted within thirty (30) days of the publication of the combined Notice of Release of Funds and Finding of No Significant Impact.

- C. Citizen Comment to Federal and State Agencies
 - 1. HUD will consider citizen objections to the CDBG Program at any time.
 - 2. Citizens may comment to HUD at any time concerning Rantoul's failure to comply with any of the Citizen Participation Requirements of the Citizen Participation Plan
- D. Should the Community Development Department, for whatever reason, not be handicapped accessible, a copy of the Citizen Participation Plan, the proposed and approved Consolidated Plan and Annual Action Plans, and the most recent Consolidated Annual Performance and Evaluation Report, shall be on file with the Rantoul Village Clerk.
- E. Technical Assistance Shall be Offered to Facilitate Citizen Participation
 - 1. Assistance shall be provided to citizen organizations, groups of low/moderate income persons, groups of residents in existing neighborhood target areas and nonprofit agencies who provide a service to low and moderate income individuals.
 - 2. Assistance may be provided to citizens in organizing and operating neighborhood and project area organizations to carry out CDBG activities.
 - 3. Requests for assistance shall be made, in writing, to the CAC or Community Development Department, specifying the type of assistance required and the reasons for assistance.
 - 4. The extent of assistance offered shall be determined by the Mayor and Rantoul Village Board. Such determination may be made at the recommendation of the CAC or Village Administrator.
 - 5. The Mayor and Village Board shall consider all the resources of the Village and shall generally not overextend staff or budgets when offering assistance.
 - 6. The staff selected to provide technical assistance shall be jointly selected by the Village and the organizations and groups to be assisted.
 - 7. Technical assistance may be either provided directly by the Village or through arrangements with public, private or non-profit entities.

AVAILABILITY OF RECORDS

- A. The Village will provide the Consolidated Plans, ad adopted, substantial amendments, and the performance reports will be available to the public, including the availability of materials in a form accessible to persons with disabilities, non-English speaking residents, upon request where practical.
 - 1. The Village shall maintain records pertaining to the CDBG Program in the Municipal Building for a period of five (5) years.
 - 2. Documents on file with the Community Development Department shall include:
 - a. All mailings and promotional information.
 - b. Records of hearings and meetings of the CAC.
 - c. All key documents, including but not limited to: letters of approval, grant agreements, the citizen participation files, performance reports, evaluation reports, other reports as required along with the proposed and final statements for the current year.
 - d. CDBG regulations and issuances governing the program.

- e. Other important program requirements such as contracting procedures, environmental policies, fair housing and other equal opportunity requirements and relocation provisions.
3. Documents on file with the Village of Rantoul Comptroller's Office shall include:
 - a. Copies of all construction contracts.
 - b. All financial data indicating expenditures of CDBG funds.
4. All records shall be available for inspection between the hours of 8:00 a.m. and 5:00 p.m. during normal working days.
5. Requests for copies of any available records shall be made, in writing pursuant to the established Village policy, through the Rantoul Village Clerk's Office. The current fee schedule for copying records shall be applicable.

RANTOUL'S CDBG CALENDAR

May 1 – Fiscal Year Starts.

May 15 – Public Service Agency Second Progress Report Due.

Mid-June through Mid-July – Public Comment Period for CAPER.

3rd Week July – Citizens Advisory Committee Meeting to review CAPER.

July 30th – Consolidated Annual Performance & Evaluation Report due. Submit to Chicago CPD Office.

July 30th – Annual Section 3 Report (Economic Opportunities for Low and Very-Low Income Persons) due. Include a copy with the CAPER to the Chicago CPD Office.

July 30th - Federal Cash Transaction Quarterly Report due. Submit to Chicago CPD Office.

August 15 – Public Service Agency Third Progress Report Due.

1st Week September – Begin compiling the environmental review record for the starting public service grants.

September 1-20 – Write draft subrecipient agreements for public service agency programs.

September 20th – Deadline to submit copies of draft public service subrecipient agreements and a cover memo to the Rantoul Village Clerk for inclusion on the October Rantoul Village Board Meeting. Have agreements signed by Mayor and Village Clerk.

September 30 – Deadline to have public service environmental reviews completed and placed in the individual project files.

Second Tuesday of October – Rantoul Village Board votes to approve or deny public service agreements.

October 15th – Submit Semi-Annual Labor Standards Enforcement Report to HUD Labor Office in Chicago.

October 15th – Annual Minority and Women Contractors Report due. Submit to Chicago CPD Office.

Third Week October – Send subrecipient agreements to the social service agencies for signature.

Fourth Week October – Send reporting forms to public service subrecipients after they return the enacted agreement.

October 31st - Federal Cash Transaction Quarterly Report due. Submit to Chicago CPD Office.

November 1 – Public Service Agency Subrecipient Agreements start.

Second Week November – Release public service funding application.

November 15 – Public Service Agency Fourth Progress Report Due.

First Week December – Training for Public Service Funding Application.

First Week January – Receive funding applications from public service agencies.

Second Week January to Third Week February – Public Comment Period for ConPlan/AAP.

Third Week January – Citizens Advisory Committee meeting to review applications for social service funding.

January 31st - Federal Cash Transaction Quarterly Report due. Submit to Chicago CPD Office.

Third Week February – Citizens Advisory Committee Meeting to make a CDBG funding recommendation to the Rantoul Village Board.

February 15 – Public Service Agency First Progress Report Due.

Mid-February through March – Monitoring Visits for public service subrecipients.

Second Week March – Rantoul Village Board approval/denial of ConPlan/AAP submittal.

April 1st – Begin compiling the environmental review record for the upcoming year’s CDBG Administration and Housing Rehabilitation Program Delivery.

April 15th – Submit Semi-Annual Labor Standards Enforcement Report to HUD Labor Office in Chicago.

April 30th – Environmental review records for CDBG Administration & Housing Rehabilitation Program Delivery must be completed, appropriately signed, and placed in the CDBG Administration Environmental Review File.

April 30th – Deadline for completing the environmental review records for the upcoming CDBG Administration and Housing Rehabilitation Program Delivery. Place in the Administration Environmental Review file.

April 30th – Federal Cash Transaction Quarterly Report due. Submit to Chicago CPD Office.

CONSOLIDATED PLAN ADOPTION

Prior to adoption of a Five Year Consolidated Plan, the Village will make available to interested citizens, agencies, groups and other interested parties the following:

- Information that includes the amount of grant funds and program income it expects to receive.
- The range of activities that may be undertaken.
- The estimated amount that will benefit persons of low and moderate income.
- Set forth plans to minimize displacement of persons and to assist any person displaced, specifying the types and levels of assistance that will be made to persons displaced and by whom the assistance will come from.
- Publication of the proposed Consolidated Plan in a manner that affords all citizens a reasonable opportunity to examine its contents and submit comments.
- Publish the proposed Consolidated Plan or its Summary in the *Rantoul Press*. The Summary will describe the contents and purpose of the proposed Consolidated Plan and include a list of locations where copies of the entire proposed Consolidated Plan may be examined.
- The Village will provide free copies of the proposed Consolidated Plan to citizens and groups that request it.
- Make copies of the proposed Consolidated Plan and Summary available at the Rantoul Community Development Office and at the Rantoul Public Library.
- Provide a thirty (30) day period of review and to receive comments from interested citizens, agencies and/or groups on the proposed Consolidated Plan.
- The Village shall consider any comments or views of interested citizens, agencies and/or groups received in writing and/or orally at the public hearing, in preparation of the final Consolidated Plan. A summary of comments and views received and a summary of comments and views not accepted and the reasons therefore, shall be attached to the final Consolidated Plan. Public hearings will be held at the Rantoul Municipal Building, which is accessible to those with disabilities. Upon request, non-English speaking residents will be met in the case of a public hearing where a significant number of non-English speaking residents can be reasonable expected to participate, where practical.
- Provide a copy of the proposed Consolidated Plan and Summary on the Community Development Department's page on the Village of Rantoul's website.
- Provide a copy of the approved Consolidated Plan and Summary on the Community Development Department's page on the Village of Rantoul's website.

The CAC shall conduct public meetings with interested citizens, agencies and/or groups and at least one public hearing prior to the development of the Five Year Consolidated Plan.

1. Meetings shall be held to encourage the submission of views and recommendations prior to the formulation of the Consolidated Plan.
2. There shall be a thirty (30) day review period from the date of notice in the newspaper for interested citizens, agencies and/or groups to submit their comments.

3. Public meetings may be held at selected sites convenient to the residents of the Village of Rantoul, including the handicapped, with particular emphasis on participation by low and moderate income residents.
4. Following the conduct of the public hearing on the development of the Consolidated Plan, the Village of Rantoul must certify that the following assurances have been met:
 - a. The Village of Rantoul has prepared and followed a written Citizen Participation Plan that meets the requirements of the Federal Regulations.
 - b. The Village of Rantoul has provided adequate notices of public hearings as required by the Citizen Participation Plan.
 - c. The Village of Rantoul has held a hearing on the proposed Consolidated Plan before adoption of a resolution by the Rantoul Village Board for submission to HUD.
5. The Consolidated Plan must be submitted to the HUD Chicago Office of Community Planning and Development for review and approval at least forty-five (45) days before the start of the Village's program year, which is March 15. The Village of Rantoul's program year is May 1 to April 30.

ANNUAL ACTION PLAN

1. The CAC shall solicit views of all citizens, agencies and other interested parties; particularly low and moderate income persons, so as to enable them to be meaningfully involved in important discussions at various stages of the Consolidated Plan and Annual Action Plan process.
2. The CAC shall determine, based on the Consolidated Plan and public comments, what portion of the CDBG funding will be:
 - a. Discretionary CDBG funding – Upon notice from HUD on the amount of CDBG funds that the Village will receive, the CAC will schedule a public hearing to review high-priority goals identified in the Consolidated Plan, and determine how CDBG funding will be used to accomplish them.
 - b. Administrative – The maximum 20.0% of the CDBG grant will be used for administrative purposes.
 - c. Public Service Funding – The maximum 15.0% of the CDBG funds will be used to provide social services to low and moderate income residents. An application process for these funds will annually begin in November.
 - d. Carry-Over Funding – These funds will be held from previous program years to complete projects that have been approved, but not yet completed.

DEVELOPMENT OF THE ANNUAL PLAN

Annually in January, the CAC shall meet to review applications for public service funding. The CAC, at its next meeting, will make CDBG funding recommendations to the Rantoul Village Board. Upon approval of the Rantoul Village Board, staff in the Community Development Department will prepare the Annual Plan for submission to HUD.

The Annual Plan shall include:

- Form Application – Standard Form 424
- Federal and Other Resources Available

- Activities to be Undertaken
- Geographic Distribution
- Homeless and Other Special Needs Activities
- Other Actions
 - Address obstacles in meeting underserved needs, such as foster and maintain affordable housing, remove barriers to affordable housing, evaluate and reduce lead-based paint hazards, reduce the number of poverty level families, develop institutional structure and enhance coordination between public and private housing and social service agencies and foster public housing improvements and resident initiatives.
 - Reference to the annual revisions of the action plan prepared for the CDBG funds expected to be available during the program year including any program income that will have been received before the start of the next program year and that has not yet been programmed.
 - Amendments to the Consolidated Plan.

The Annual Plan is due at HUD no less than forty-five (45) days before the start of the Village's program year, which is March 15. An advertisement shall be published in the *Rantoul Press*, no less than 30-days before the CAC makes their final CDBG funding recommendation to the Rantoul Village Board. This will provide a thirty (30) day period for review and to receive comments from interested citizens, groups and/or agencies on the proposed Annual Plan. The Village shall consider any comments or views of citizens, agencies and/or groups received in writing and/or orally at the public hearing(s), in preparation of the final Annual Plan. A summary of comments and views received and a summary of comments and views not accepted and the reasons therefore, shall be attached to the final Annual Plan. Public hearings will be held in venues accessible for those with disabilities. Upon request, non-English speaking residents will be met in the case of a public hearing where a significant number of non-English speaking residents can be reasonable expected to participate, where practical.

PROGRAM AMENDMENTS

Prior to making any additions, deletions, or changes to the CDBG Program Consolidated Plan, the following determination will be made on the amendment:

If the proposed change is a minor amendment defined as an amendment to the program that costs less than 10.0% of the total current year grant and only affects an activity previously described in the Consolidated Plan and Annual Plan

OR

The proposed change is a substantial amendment when:

- a. The amendment makes changes in its allocation priorities or a change in the method of distribution of funds;

- b. The amendment carries out an activity, using funds from any program covered by the Consolidated Plan (including program income), not previously described in the action plan; or
- c. The amendment changes the purpose, scope, location or beneficiaries of an activity.

Once a determination has been made, based on the above criteria, one of the two following procedures will be undertaken:

1. Minor Amendment – The staff of the Rantoul Community Development Department will seek an approval from the CAC; and subsequent to the CAC’s decision, a final approval shall be sought from the Rantoul Village Board for any minor amendment to the Village’s CDBG Program and will be noted in the Annual Plan.
2. Substantial Amendment – The staff of the Rantoul Community Development Department will, pursuant to the CDBG Regulations (24 CFR 570), undertake the following amendment process for any proposed substantial amendment to the Consolidated Plan;
 - a. Provide a reasonable notice of public hearing on the proposed amendment to the Consolidated Plan by publishing a display ad in the Rantoul Press.
 - i. The notice shall provide a description of the amendment.
 - ii. Be published at least thirty (30) days prior to the public hearing.
 - b. Allow citizens, agencies and/or groups the opportunity to comment on the proposed amendment in writing and/or verbally at a public hearing which will be held by the CAC. Public hearings will be held in venues accessible for those with disabilities. Upon request, non-English speaking residents will be met in the case of a public hearing where a significant number of non-English speaking residents can be reasonable expected to participate, where practical.
 - c. Consider interested citizens, agencies and/or group’s comments when finalizing the proposed amendment.
 - d. Seek approval from the CAC on the proposed activity(ies) which comprise the proposed amendment; and seek subsequent approval from the Rantoul Village Board.
 - e. Forward a descriptive amendment to the Consolidated Plan on the adopted amendment with a signed transmittal letter signed by the Mayor to HUD.
3. All amendments require the approval of the Rantoul Village Board. The CAC only has the authority to provide recommendations.

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

The Consolidated Annual Performance and Evaluation Report (CAPER), which is a requirement of HUD pursuant to 24 CFR Part 91, is due for submission at HUD within ninety (90) days of the close of the Village’s program year, which is the 30th day of July each year. The purpose of the CAPER is to provide HUD with necessary information to assess the Village’s ability to carry out its programs in compliance with applicable regulations and requirements; provide information

necessary for HUD to report to Congress; and, provide the Village with an opportunity to describe its program achievements to interested citizens, agencies and/or groups.

A display advertisement shall be published in the *Rantoul Press* no later than the 8th day of July stating that a draft of the CAPER is available for review. This will provide a fifteen (15) day period for review and to receive comments from interested citizens, agencies and/or groups on the proposed CAPER. A summary of comments and views received and a summary of comments and views not accepted and the reasons therefore, shall also be attached to the final CAPER.

The Village of Rantoul shall consider any comments or views of citizens, agencies and/or groups received in writing and/or orally at the public hearing conducted by the CAC, in preparation of the CAPER. The public hearing time and location will be included in the advertisement mentioned in the previous paragraph. A summary of comments and views received and a summary of comments and views not accepted and the reasons therefore, shall be attached to the final CAPER.

PUBLIC SERVICE ACTIVITIES

Unless changed by the Mayor, Village Board, or the Village Administrator, the application process shall occur on the following timeframe:

- Second Week November – Release public service funding application.
- First Week December – Training for Public Service Funding Application.
- First Week January – Receive funding applications from public service agencies.
- Third Week January – Citizens Advisory Committee meeting to review applications for social service funding.
- Third Week February – Citizens Advisory Committee Meeting to make a CDBG funding recommendation to the Rantoul Village Board.
- Second Week March – Rantoul Village Board approval/denial of ConPlan/AAP submittal.

APPLICATION EVALUATION CRITERIA

The part of the Village of Rantoul's Citizens Advisory Committee public service evaluation process includes scoring the applications on a 25 point scale. The scoring system is a starting point for the award decision. Other factors such as the presentation to the committee and the availability of funds affect the ultimate decision.

Applications are scored on:

1. Community Need and Program Benefit – 10 points maximum
2. Project Soundness – 5 points maximum
3. Organizational Capacity – 5 points maximum
4. Financial Feasibility – 5 points maximum

Within the application, all applicants must provide their Data Universal Numbering System (DUNS) number, which is assigned by Dun and Bradstreet, Inc.

SUBRECIPIENT AGREEMENTS & REPORTING PROCESS

1. Environmental reviews for each program will be completed before September 30.
2. Draft subrecipient agreements will be completed each September.
3. Submit the draft agreements and a village board cover memo to the Rantoul Village Clerk for inclusion in the October village board agenda.
4. Rantoul Village Board is scheduled to vote on the agreements on the second Tuesday of October.
5. Obtain the Mayor and Village Clerk's signatures on the approved agreements.
6. Signed copies of the agreement will be forwarded to the public service agency subrecipient for review and signature.
7. Subrecipient will return one agreement that has been signed by the agency and the Village of Rantoul.
8. Create a purchase order for the enacted and returned agreements.
9. Reporting forms will be sent to the subrecipients after the signed agreement is returned to the Community Development Department.

10. Subrecipients are required to submit periodic progress reports. The frequency of report submissions will be in the subrecipient agreement.
11. Subrecipient agencies must be current with their periodic progress reports in order to receive reimbursement of expenses.
12. An on-site monitoring visit will be completed after the first periodic report is submitted. All major violations must be corrected before the reimbursement is made. A monitoring visit will be based upon HUD's Monitoring Workbook.

ENVIRONMENTAL REVIEW RECORD

The Village of Rantoul must prepare and maintain a written record of the environmental review undertaken for each project. This written record or file is called the Environmental Review Record (ERR), and it must be available for public review upon request.

The ERR shall contain all of the environmental review documents, public notices (and proof of their publication if necessary), and written determinations or environmental findings required by 24 CFR Part 58 as evidence of review, decision making and actions pertaining to a particular project.

The document shall:

- Describe the project and each of the activities comprising the project, regardless of individual activity funding source; and
- Evaluate the effects of the project or the activities on the human environment; and
- Document compliance with applicable statutes and authorities; and
- Record the written determinations and other review findings required by 24 CFR Part 58.

The ERR will vary in length and content depending upon the classification level of review required for the classification of activities.

The four environmental classification levels are:

- Exempt Activities,
- Categorically Excluded Activities,
- Activities Requiring an Environmental Assessment, or
- Activities Requiring an Environmental Impact Statement.

All activities' ERR must be completed before it can be funded in IDIS.

- For public service grant activities, the environmental review record must be completed and placed in the file before a grant agreement may be signed.
- For projects that require the solicitation of bids, the environmental review record must be completed and placed in the file before the bid document(s) are released.

Environmental review records are created through HUD's Environmental Review Online System (HEROS), which is a part of HUD's Integrated Disbursement & Information System (IDIS). All users of HEROS must obtain a user identification and initial password from HUD's Region V Environmental Officer. The current environmental officer is Melanie Castillo and she may be contacted at (312) 913-8723 or via e-mail at Melanie.H.Castillo@hud.gov.

PROCUREMENT POLICIES

The procurement of goods and services by government entities at a minimum must follow the standards and procedures set forth in 2 CFR 200, Subpart D: Procurement Standards.

The following regulations must also be followed:

- 24 CFR Part 85: Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments
- 24 CFR Part 84: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
- Chapter 14 of the Village of Rantoul's Code of Ordinances

These standards are to ensure that purchases of materials and services are obtained efficiently, economically, and in compliance with the provisions of applicable federal law.

The procurement of contractors for the Housing Rehabilitation Program shall be completed by the Champaign County Regional Planning Commission, and shall be completed by a competitive procurement process.

The procurement of demolition contractors for the Demolition Program shall be completed by the Community Development Department with the assistance of the Rantoul Inspection Department and the Village of Rantoul's Comptroller's Office; and shall be completed by a competitive procurement process.

The selection of public service programs shall be completed through a competitive procurement process through the Community Development Department.

The procurement of other goods and services, other than office supplies shall be completed by the Village of Rantoul Comptroller's Office.

DEBARRED CONTRACTOR SEARCH

The U.S. Government provides a list of Parties Excluded from Federal Procurement or Non-Procurement Programs (aka Debarred List) at the following website: www.sam.gov.

Each bidder should be searched and reviewed prior to bid opening. If a bidder is found to be on the debarment list, the Village of Rantoul will not open the bid; will not do business with that person or company; and the Village of Rantoul will not reimburse the bidder for any costs.

Another search of the debarment list will be conducted before signing the contract.

A copy of each individual search must be printed and saved.

SECTION 3 – WOMEN AND MINORITY OWNED BUSINESSES

It is a national policy to award a fair share of contracts to small, women and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority/women businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Including qualified small and minority/women businesses on solicitation lists.
2. Assuring that small and minority/women businesses are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority/women business participation.
4. Using the services and assistance of the Small Business Administration, Illinois Department of Central Management Services' Business Enterprise Program, Illinois Black Chamber of Commerce, and Illinois Hispanic Chamber of Commerce.
5. Establish a project schedule, where the requirement permits, which encourages participation by small and minority business, and women's business enterprises.
6. If any subcontracts are to be let, requiring the prime contractor to take affirmative steps 1 through 5 above.

DAVIS-BACON WAGE RATES

The Davis-Bacon Act requires the payment of prevailing wage rates, which are determined by the U.S. Department of Labor, to all laborers and mechanics on Federal government construction projects in excess of \$2,000. Construction includes alterations and/or repair, including painting and decorating of public buildings or public works.

The Davis-Bacon Act applies to CDBG funded housing rehabilitation only if the number of units rehabbed is 8 or more.

1. Obtain wage decision and place in bid documents.
2. If a work classification is needed and is not on the wage decision, it needs to be requested from HUD and/or the US Dept. of Labor.
3. Forward any updates to wage decisions to potential bidders.
4. Award Bid.
5. Wage decision on date of contract signing is final wage rate the contractor must pay.
6. Contractor posts a copy of wage decision and other Davis-Bacon related notices at job site.
7. Contractor must submit weekly certified payrolls to CDD on Department of Labor form WH-347 or equivalent form.
8. Throughout the construction, CDD will conduct on-site interviews with employees.

"No Work" payrolls may be submitted whenever there is a temporary break in the work. If work will not be taking place for an extended period of time, then a short letter can be sent to CDD stating when work will halt and when work will resume. The Prime/General Contractor is

responsible for subcontractors on the contract and will be held responsible for any wage restitution that may be found due.

All payroll reports and any basic records such as, but not limited to time cards, tax records, fringe benefit payments must be retained for at least 5 years after the project is completed. These records must be made available for review to any authorized representative of HUD or the Department of Labor.

All Davis-Bacon Act requirements must be met before a project can be classified as "completed" and final payments made to the Contractor.

CONFLICT OF INTEREST

All Village of Rantoul staff need to ensure that a conflict of interest does not exist.

A conflict would arise when any of the following has a financial or other interest in a firm selected for a contract:

- An employee, agent or officer of the Village of Rantoul;
- Any member of an employee's, agent's or officer's immediate family;
- Any employee's, agent's or officer's partner; or
- An organization that employs or is about to employ an employee, agent, or officer of the Village of Rantoul.

Village of Rantoul will not hire or do business with a person or firm where a conflict of interest exists. Village of Rantoul's attorney can assist whether a conflict of interest exists.

HOUSING REHABILITATION PROJECTS UNDER \$25,000

1. Bid documents provided to a list of pre-approved rehabilitation contractors.
2. Pre-bid conference conducted on-site.
3. Within 14 days of the pre-bid conference, bids are received and publically opened.
4. Rehabilitation Specialist verifies that all bid submitters are not listed on the federal debarred contractor listing located at: www.sam.gov.
5. Property owner chooses contractor from all non-debarred bidders within 10% of the rehabilitation cost estimate.
6. If no bids are within 10% of the cost estimate, the work description is reviewed, possibly modified and resent to eligible contractors.
7. If only debarred contractors submit bids, then the Community Development Department will work with the Inspection Department and Comptroller's Office to find eligible contractors.
8. A rehabilitation contract is entered into by the property owner, contractor, and Rantoul Community Development Department.
9. Copy of the signed contract is provided to the Rantoul Community Development Director to create a project code, purchase order and reserve the funding in the NaviLine accounting computer system, along with IDIS.

10. Copies of approved change orders will be provided to the Community Development Director to amend the purchase order and to reserve the amended amount of funding in IDIS.

HOUSING REHABILITATION PROJECTS EXCEEDING \$25,000

1. Bid documents provided to a list of pre-approved rehabilitation contractors.
2. Pre-bid conference conducted on-site.
3. Within 14 days of the pre-bid conference, bids are received and publically opened.
4. Rehabilitation Specialist verifies that all bid submitters are not listed on the federal debarred contractor listing located at: www.sam.gov.
5. Property owner chooses contractor from all bids within 10% of the rehabilitation cost estimate.
6. If no bids are within 10% of the cost estimate, the work description is reviewed, possibly modified and resent to eligible contractors.
7. If only debarred contractors submit bids, then the Community Development Department will work with the Inspection Department and Comptroller's Office to find eligible contractors.
8. Rehabilitation contract must be approved by the Village of Rantoul Board of Trustees.
9. A rehabilitation contract is entered into by the property owner, contractor, and Rantoul Community Development Department.
10. Copy of the signed contract is provided to the Rantoul Community Development Director to create a project code, purchase order and reserve the funding in the NaviLine accounting computer system along with IDIS.
11. Copies of approved change orders will be provided to the Community Development Director to amend the purchase order and to reserve the amended amount of funding in IDIS.

VILLAGE CONTRACTING AND PURCHASE ORDER PROCESS

The steps below show the review that non-housing rehabilitation contracts go through before a project can be started or any funds can be requested.

1. After an organization has been awarded CDBG funds, the Community Development Director begins to customize a contract which the program will have to adhere to.
2. The Village Attorney will review the draft contract for legalities.
3. The Comptroller's Office will determine the level of insurance required for an activity. The recipient of the funds must provide the Village of Rantoul a Certificate of Insurance. The Village of Rantoul needs to be listed as additionally insured.
4. Two original copies of the agreement are signed by the Village of Rantoul and the recipient of the funds.
5. The signed contract is required to create a purchase order and reserve funds in the NaviLine accounting system for the agency operating the program.
6. The signed contract is required to reserve the CDBG funding in IDIS.

INSURANCE REQUIREMENTS

The agency receiving CDBG funding must maintain during the entire period of their performance under their contract the following minimum insurance:

TYPE	MINIMUM LIABILITY AMOUNTS
Comprehensive General Liability Including Products/Completed Operation Hazard	Bodily Injury \$1,000,000/person Property Damage - \$500,000 per Occurrence OR \$1,000,000 Combines Single Limit
Worker's Compensation	Illinois Statutory Requirements
Comprehensive Automobile Liability	\$500,000 per person \$1,000,000 per Accident \$500,000 Property Damage or \$1,000,000 Combined Single Limit

CONTRACT EXTENSIONS

The Village of Rantoul CDD will consider extending and/or making amendments to contracts on a case-by-case basis. The CDD will not consider amendments that significantly alter the scope of the project. The CDD will only consider extensions prior to the expiration of the contract.

The CDD will not grant extensions to public service subrecipient agreements.

Steps needed to extend or amend Housing Rehabilitation contracts:

1. Decision to extend/amend a housing rehabilitation contract is made by the Housing Rehabilitation Specialist.
2. Prior to the expiration of the contract, a written request to extend/amend a contract must be submitted to the Housing Rehabilitation Specialist. It shall include the reason the extension/amendment is needed, the proposed changes, and the timeframe needed to complete the project.
3. The Housing Rehabilitation Specialist may request additional information to make the decision.
4. If the contract is not extended or amended, the Housing Rehabilitation Specialist will notify the contractor in writing.
5. If the contract is extended or amended, the Housing Rehabilitation Specialist will write the extension/amendment agreement.
6. The extension/amendment must be signed by the property owner, contractor, and the Housing Rehabilitation Specialist.

Steps needed to extend or amend other contracts:

1. Decision to extend/amend a CDBG funded project is made by the Rantoul Village Board.
2. Prior to the expiration of the contract, a written request to extend/amend a contract must be submitted to the Community Development Director. It shall include the reason the extension/amendment is needed, the proposed changes, and the timeframe needed to complete the project.
3. The Community Development Director may request additional information to make a recommendation to the Rantoul Village Board.
4. If the contract is not extended or amended, the Community Development Director will notify the contractor in writing.
5. If the contract is extended or amended, the Community Development Director will write the contract extension/amendment agreement.
6. The extension/amendment must be signed by the contractor, property owner (if applicable), and the Village of Rantoul.

CHECK REQUEST AND DRAWDOWN PROCEDURES

FOR INVOICES LESS THAN \$25,000.

1. Invoice submitted to the Community Development Director.
2. For housing rehabilitation projects, the Community Development Department shall receive the completed project file from the Champaign County Regional Planning Commission and review for completeness, including change order documentation and final inspection report.
3. Community Development Director reviews invoice for accuracy, documentation and for project completion.
4. Community Development Director forwards the original invoice and project code, line item to be charged, purchase order number (if applicable), and amount to be paid, to the Inspection Department Administrative Assistance for entry into the NaviLine Accounting System.
5. Within the NaviLine Accounting System, the invoice must be approved for payment by the Community Development Director, Comptroller, and Village Administrator.
6. Every other week, the Comptroller's Office provides the Community Development Department a listing of all checks to be created. Community Development Director provides written approval of the checks on a form provided by the Comptroller's Office, to the Village Administrator's Office.
7. Community Development Director identifies the checks listed on the Comptroller's list by HUD's Integrated Disbursement and Information System (IDIS) project code number.
8. Listing of checks, with IDIS codes, is provided to the Inspection Department's Administrative Assistant to request a drawdown of the funds in IDIS.
9. Listing of checks, with IDIS drawdown receipt numbers, is given to the Community Development Director for final drawdown approval.
10. Community Development Director approves the drawdown in IDIS, signs his approval on the check listing, and files the check listing in the appropriate fiscal year drawdown folder.

FOR INVOICES GREATER THAN \$25,000

1. Invoice submitted to the Community Development Director.
2. For housing rehabilitation projects, the Community Development Department shall receive the completed project file from the Champaign County Regional Planning Commission and review for completeness, including change order documentation and final inspection report.
3. Community Development Director reviews invoice for accuracy, documentation and for project completion.
4. Payment of the invoice is approved by the Rantoul Village Board.
5. Community Development Director forwards the original invoice and project code, line item to be charged, purchase order number (if applicable), and amount to be paid, to the Inspection Department Administrative Assistance for entry into the NaviLine Accounting System.

6. Within the NaviLine Accounting System, the invoice must be approved for payment by the Community Development Director, Comptroller, and Village Administrator.
7. Every other week, the Comptroller's Office provides the Community Development Department a listing of all checks to be created. Community Development Director provides written approval of the checks on a form provided by the Comptroller's Office, to the Village Administrator's Office.
8. Community Development Director identifies the checks listed on the Comptroller's list by HUD's Integrated Disbursement and Information System (IDIS) project code number.
9. Listing of checks, with IDIS codes, is provided to the Inspection Department's Administrative Assistant to request a drawdown of funds in IDIS.
10. Listing of checks, with IDIS drawdown receipt numbers, is given to the Community Development Director for final drawdown approval.
11. Community Development Director approves the drawdown in IDIS, signs his approval on the check listing, and files the check listing in the appropriate fiscal year drawdown folder.

REPORTING ACCOMPLISHMENTS

At least 70% of the CDBG funds spent must benefit low-moderate income persons and families.

The Village of Rantoul and any agency receiving CDBG funds through a subrecipient agreement are required to maintain a system that accurately accounts for and/or fully documents all program activities undertaken with CDBG funds.

Agencies receiving CDBG funds shall submit the reports to the Village of Rantoul at the times indicated, and in the format prescribed by the Community Development Department. Deviations from this requirement must be approved by the Community Development Director.

At a minimum, all reporting should be completed quarterly. Data and information from the periodic reporting shall be entered into IDIS by the Community Development Department.

Agencies that provide direct individual client services shall keep records on each client served by the project under the agreement. The actual design of the project data system is at the discretion of the Agency. However, the project data system shall include the following at the minimum and be reported to the Village of Rantoul as described in the agreement.

1. Primary Records

Records shall be maintained by the project to record services provided directly to, or on behalf of, the project client. Primary records are typically the client case files. All client case files maintained by the project shall be clearly identified as "CDBG Files" and must not be reported to any other funding source with regard to the services listed in the Village Agreement. All projects providing direct services shall have primary records containing the following information on all clients receiving services:

- A. Client's name and identification number assigned by the project
- B. Referring agency when applicable
- C. Client's family size
- D. Client's head of household status
- E. Client's gender
- F. Client's race and ethnic origin
- G. Client's parent's name when applicable
- H. Client's address
- I. Client's phone number and message number if available
- J. Client's age or date of birth
- K. Client's annual or monthly income, or that of the family if client is a dependent
- L. Problem statement
- M. Proposed description of services to be provided
- N. Proposed frequency and length of services to be rendered
- O. Description of actual services rendered
- P. Date, type and method of all client contacts and contacts made on behalf of the client

- Q. Approximately length of each contact
- R. Reassessment of client's problem (halfway through services) to determine how well client is responding to services
- S. Termination date
- T. Reason for termination
- U. Planned follow-up date(s)
- V. Actual follow-up date(s) and outcomes of follow-up contact (Follow-up shall be attempted on all clients after termination of client services, unless otherwise stipulated in the Scope of Services.)

2. Secondary Records

Examples are project logs, sign-in/attendance sheets, appointment book, etc. Agencies who do not provide direct services to individual clients shall maintain secondary records to document the services provided to the targeted population. Agencies providing services in group settings shall also maintain secondary records. In addition, written records documenting project volunteer activities shall be maintained as secondary records.

DOCUMENTING INCOME

HUD requires documentation to verify income of households served. Different activities and status of income require different documentation standards.

The "Section 8," also known as the "Part 5" income verification method will be used to determine income for the housing rehabilitation programs.

Public service programs are allowed to have their clients self-certify their income or use the "Section 8" method of verifying income.

DEMOLITION AND AREA BENEFITS

Area benefits can only be reported through the use of a NRSA. Demolition projects are reported on a "spot basis" and not an area basis.

MONITORING

As a recipient of federal CDBG funds, the Village of Rantoul is responsible for managing the day-to-day operations of all CDBG funded activities and ensuring that CDBG funds are used within all applicable requirements. Monitoring is the primary tool to ensure that this happens.

The three primary goals of monitoring are:

1. Ensure production and accountability.
2. Ensure compliance with CDBG and other federal requirements.
3. Evaluate organizational and project performance.

At the end of every grant year, an outside agency completes an audit of the Village's financial system. As part of the auditing process, a "single audit" is completed per 2 CFR 200 (formerly OMB Circular A-133), for the federal funds that the Village received during the previous fiscal year.

Any outside agency that receives funds through a subrecipient agreement will also be subject to periodic monitoring. Each social service agency must submit periodic progress reports along with their reimbursement request for a desk-top review before any reimbursement will occur. Community Development Department staff also conducts an on-site monitoring visit to all social service agencies receiving CDBG funding. This monitoring occurs after the agency submits their first progress report and before any reimbursement of funds is made. Monitoring forms from the HUD Community Planning and Development Monitoring Handbook – 6509.2 Rev-6 are used. The forms, and any updates can be found here:

<https://www.hudexchange.info/resource/290/hud-community-planning-and-development-monitoring-handbook-65092-rev6/>

SUSPENSION/PROBATION AND TERMINATION

The Village of Rantoul may place a subrecipient/village partner on probation, suspend, or terminate the agreement as accorded by 24 CFR 85.43 and 24 CFR 85.44. When minor compliance issues exist, an informal approach via telephone calls and e-mail may occur first and funds may be held until compliance is met. If compliance of the minor issue is not met within ten business days or if another compliance issue exists, a certified letter requiring a Corrective Action Plan will be sent to the Executive Director and/or other contact person shown in the contract. In the case of suspension or probation, depending upon the severity of the compliance problem, village staff shall provide not less than two and not more than ten business days to submit a Corrective Action Plan. If the agency does not implement the Corrective Action Plan according to the approved schedule, that will be grounds for termination.

If a subrecipient/village partner fails to fulfill its obligations, the Village Administrator may terminate the contract, in whole or part, by providing written notice of the termination and specifying the effective date, at least five days before the effective date of such termination. If funds were used in a non-eligible manner, the staff liaison will include written documentation of the determination and the sum due for repayment or deduction from undisbursed funds as appropriate.

The subrecipient/village partner and the Village Administrator may terminate the contract for any reason upon giving at least thirty days written notice prior to the effective date. In the case of partial termination, the portion to be terminated must be specified in the notice. If the staff liaison determines that the partial termination will prevent the program from accomplishing the purpose of the contract, the Village Administrator may completely terminate the contract.

ADMINISTRATIVE COST ALLOCATIONS

In order to receive federal grant funding, the Village of Rantoul must adhere to various local, state, and federal financial principles. The following OMB circulars have been incorporated into the newly adopted 2 CFR 200 and have new regulation numbers.

- A-87: Cost Principles for State, Local, and Indian Tribal Governments
- A-102: Grants and Cooperative Agreements with State and Local Governments
- A-110: Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations
- A-122: Cost Principles for Non-Profit Organizations
- A-133: Audits of States, Local Governments and Non-Profit Organizations

The following regulations must also be followed:

- 24 CFR Part 85: Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments
- 24 CFR Part 84: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

The Community Development Block Grant (CDBG) Program incurs administrative costs and must have a plan to pay for those costs.

The full cost of the following expenses is paid by the CDBG Program:

- Office Supplies
- Postage
- Long Distance Telephone
- Cell Phone
- Advertising
- Legal Fees
- Inspection Department Administrative Services.

The CDBG Program annually pays \$8,000 towards the cost of:

- Single Audit
- Comprehensive Annual Financial Report.

The full cost of the following expenses and services are paid by the Village of Rantoul:

- Village Administration (Mayor, Village Administrator, Administrative Assistants)
- Information Technology
- Comptroller's Office (payroll, accounts payable, finance)
- Building Rent, Maintenance, and Utilities
- Any costs not previously identified
- Any cost that cannot be fully paid by the CDBG program.

The costs associated with the housing rehabilitation program will be paid from the housing rehabilitation program and not CDBG administration.

OTHER POLICIES AND INFORMATION

DAVIS-BACON SEMI-ANNUAL REPORT

The U.S. Department of Labor regulations 29 CFR 5.7(b) require Federal agencies administering programs subject to Davis-Bacon and Related Acts (DBRA) and Contract Work Hours and Safety Standards Act (CWHSSA) labor standards to furnish a Semi-Annual Labor Standards Enforcement Report to the Administrator of the Wage and Hour Division. As a HUD entitlement community that completes construction projects over \$2,000 in cost, the Village of Rantoul is required so semi-annually submit this report on HUD Form 4710, to HUD's Labor Relations Specialist.

The current specialist is Roxanne Volkmann, who may be contacted at 312-913-8438 or via e-mail at [Roxanne A. Volkmann@hud.gov](mailto:Roxanne.A.Volkmann@hud.gov).

SECTION 3 ANNUAL REPORT

Pursuant to 24 CFR Part 135.90, direct recipients of HUD financial assistance should submit reports to HUD for the purpose of determining the effectiveness of Section 3. Direct recipients include public housing authorities, entitlement communities, states, and certain NOFA grantees that utilize HUD funding for construction and rehabilitation activities.

Within 3 months of the end of a fiscal year, the Village of Rantoul must annually submit HUD Form 60002 through HUD's on-line system Section 3 – Performance Evaluation and Registry System (SPEARS). A copy of this report must also be included and submitted to HUD CPD with the CAPER.

SPEARS can be access on the following webpage:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3/spears

RETENTION OF RECORDS

As a general rule, records are to be retained for at least 5 years after the last expenditure report is submitted (i.e., 5 years after the submission of the CAPER in which activity is reported as complete.

This applies to administrative records, financial records and project records. Records must also be accurate, complete and orderly.

An application for record disposal must be made to the State of Illinois through the Rantoul Village Clerk's Office.

Each activity should have a project or case file that includes:

- A full description of the activity; including the location; and amount of CDBG funds budgeted, obligated and expended.

- The provision under which the activity is eligible.
- Records demonstrating compliance with a national objective.
- Characteristics and numbers of beneficiaries.
- Determinations required for eligibility.
- The amount budgeted for the activities.
- Compliance with other program requirements, i.e., lead-based paint, fair housing, equal opportunity, etc.
- Status of case/project.

SECTION 133 AUDIT REQUIREMENTS

The federal government requires entitlement communities to determine if subgrantees are compliant with 2 CFR 200 Subpart F (formerly A-133 Audit requirements).

In order to assess compliance, the following review procedure should be performed before a contract can be executed.

- The Village of Rantoul requires a copy of a subrecipient's most recent audit. This document will be reviewed to see if more than \$750,000 in federal funds was expended.
- If the agency did expend more than \$750,000 in federal funds, then the audit will be reviewed to see if it complies with 2 CFR 200 Subpart F (formerly A-133 audit requirements).

PROGRAM INCOME

The Village of Rantoul has and can use its CDBG entitlement to fund programs that generate income. Typically, program income is generated from issuing loans, but sale of real property and rental income are also considered program income.

When income is generated from activities that are only partially funded with CDBG funds, the income must be pro-rated to reflect the percentage of CDBG funds used.

Any activity that will generate program income must stipulate in a written agreement how the program income will be returned to the Village of Rantoul or designated representative.

Any income received will be placed back into the village's "277" CDBG account. The Village of Rantoul's Comptroller's Office will decide which revenue line item the funds will be accounted for. The Rantoul Community Development Department will enter and account for the program income in IDIS.

Program income on hand must be used for any authorized activity before drawing down additional grant funds.

FEDERAL CASH TRANSACTION REPORT

The Community Development Department is required to submit HUD Form SF-425, Federal Cash Transaction Report on a quarterly basis.

The reports need to be submitted on the following cycle:

<u>Reporting Period</u>	<u>Report Due Date</u>
Nov 1 through Feb 28	March 15
March 1 through July 31	August 15
August 1 through October 31	November 15

Any questions concerning this form, along with the forms submission should be to the Financial Analyst in the Chicago HUD-CPD office. The current Financial Analyst is Candice Foster, who may be contacted at 312-913-8742 or via e-mail at Candice.A.Cain@hud.gov.

The Community Development Director is responsible for completing the form. The form needs to be reviewed and signed-off by the Comptroller.

Completing the SF-425 Form:

1. Print IDIS Report PR07 for the 3-month period to be reported on.
2. Obtain a General Ledger Activity Listing from the Comptroller's Office (see Angie Schultz) for the 3-month period to be reported on. Make sure that there are beginning and ending balances. On this report, note that "Debits" means deposits of funds going into the account and "Credits" means funds being withdrawn from the account.
3. Get the previously submitted SF425.
4. Compare and match-up the drawdowns listed on the PR07 report to the "debits" on the General Ledger Activity Listing. These numbers should match.
5. Add the Cash on Hand from the previously submitted quarterly report to the PR07 drawdowns and enter onto Line "a."
6. Enter the sum of the "credits" from the General Ledger Activity Listing onto Line "b."
7. The amount shown on Line "c" should equal the ending balance on the General Ledger Activity Listing.

CONFLICT OF INTEREST

Village employees and Village Officials are bound by various federal, state and local ethics and conflict of interest regulations.

Subgrantees are bound by federal law, 24 CFR 84.42 and 570.611 upon accepting a CDBG award and the provisions are reiterated in the subrecipient agreement the agency has with the Village of Rantoul that states:

Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

ACCOUNTING CODES

The Village of Rantoul has a dedicated account, #277 for all CDBG funds arriving from HUD.

Within this account, there are several "line item groupings," each representing a specific program.

- 277-0370: Administration
- 277-0374: Housing Rehabilitation
- 277-0375: Infrastructure
- 277-0376: Public Services
- 277-0377: Demolition

USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS/VENDORS

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs List, found online at: <https://www.sam.gov/portal/public/SAM/>

Subrecipients shall procure in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

DISPLACEMENT/RELOCATION

Due to the potential liability for long-term assistance and burdens placed on affected tenants, the Village of Rantoul will avoid funding CDBG projects that involve permanent residential displacement or business relocation unless displacement/relocation prove to be the only means available to correct a public health/safety hazard or other critical condition. In such cases, the Village of Rantoul will follow the Real Estate Acquisition and Relocation Policy and Guidance set forth in HUD Handbook 1378 and the Village of Rantoul's Relocation and Displacement Plan.

Any questions regarding displacement and relocation can be address at HUD by Maureen Thurman, who may be contacted at 312-913-8718 or via e-mail at maureen.thurman@hud.gov.

DISPUTES

Any dispute concerning a question of fact arising under a subrecipient program or Village Program shall be resolved by the Village of Rantoul's Community Development Director, who shall relay his/her decision in writing to the subrecipient or Village Program, in addition to furnishing a copy to the Rantoul Village Administrator. The decision of the Community Development Director shall be final and conclusive unless the subrecipient or Village Program furnishes a written appeal to the Rantoul Village Administrator within ten (10) days of the date of receipt of such copy. The decision of the Rantoul Village Administrator in such appeals shall be final and binding.

BI-WEEKLY PAYROLLS

The Village of Rantoul is required to document time spent on the administration of the CDBG program and of CDBG funded projects. The purpose of this policy is to set procedures for submitting bi-weekly payroll forms and ensure accurate reporting of time worked.

1. Timesheets are provided by the Inspection Department Administrative Assistant. The timesheet is in an excel spreadsheet and can be saved to the employee's computer.
2. On the Monday following the final day of the pay period, a timesheet is to be completed by the employee with start/end times as well as all sick, vacation, and other leave hours.
3. The employee approves the completed timesheet by signing it at the bottom.
4. The employee forwards the signed timesheet and Leave Request Forms to his/her supervisor for signed approval.
5. The supervisor signed timesheet, along with approved Leave Request Forms are then given to the Inspection Department Administrative Assistant before 9:30 a.m. for entry into the SunGard accounting system.
6. Inspection Department Administrative Assistant prints an Hours Proof Report which needs the approval signature of the Department Head.
7. Signed and approved timesheets; leave request forms; and Hours Proof Report are due to the Comptroller's office by 12:00 p.m. (noon) on the Monday following the final day of the pay period.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE OF 1 Of 46

ITEM: Approval of CDBG Rehabilitation Policies & Procedures Manual with Lead Based Paint Updates	DEPARTMENT: Community Development
AGENDA SECTION:	AMOUNT: -0-
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: April 3, 2018
<p>SUMMARY HIGHLIGHTS: Prior to the former Community Development Director's departure at the end of March, 2017, he was in the process of putting together an updated draft manual delineating the policies and procedures for the CDBG Housing Rehabilitation Program. This manual has not been updated for quite some time and should be looked at and updated periodically.</p> <p>This document went before the Citizens Advisory Committee on March 22, 2018 and has been recommended for approval by this Board.</p>	
<p>RECOMMENDED ACTION: Staff and Citizens Advisory Committee recommends approval.</p>	
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	

Village of Rantoul Housing Rehabilitation Manual



Prepared by:
Village of Rantoul Community Development Department

Funded by:
U.S. Department of Housing & Urban Development

March 26, 2018

Version 1





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**Village of Rantoul
Housing Rehab Program Manual Program
Years 2018-2019**

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1.0 INTRODUCTION

1.1 Background

The Village of Rantoul created the Citizens Advisory Committee (CAC) to annually develop a Community Development plan for the Village. Consistent with national Community Development Block Grant (CDBG) objectives, the CAC identified the need to provide housing rehabilitation assistance to low- and moderate-income residents of substandard dwellings as a high priority and annually given greater consideration when developing the Consolidated Plan and Annual Action Plan. Since the late 1970's housing renovation has been a major component of Rantoul's U.S. Department of Housing Urban Development (HUD) funded programs.

The Community Development Block Grant (or CDBG) Program is a federal entitlement program authorized by the Housing and Community Development Act of 1974, as amended. The Program provides annual grants on a formula basis to entitled cities and counties. Congress determines the amount of Community Development Block Grant funds available to entitled cities and counties through passage of the annual federal budget.

HUD is responsible for management and oversight of the CDBG Program. Under this program, the Village is responsible for deciding how the CDBG funds will be used in its jurisdiction and for daily administration of the funds. The Village of Rantoul's Community Development Department (CDD) is responsible for the day-to-day administration of the grant funds and programs.

The purpose of the CDBG Program is to develop viable urban communities and neighborhoods by providing decent housing and a suitable living environment, and by expanding economic opportunities for low- and moderate-income persons. Under the CDBG Program, the Village retains the right to design housing assistance programs, as funding is available and to respond to local needs. Because community needs change over time, it is periodically necessary to review and revise the Village's housing rehab programs.

1.2 Programs

This manual contains guidelines for housing rehabilitation programs offered, as funding is available, by the Village of Rantoul during the 2018 through 2019 program years. This manual supersedes all guidelines previously issued by the Village of Rantoul. Table 1 summarizes the purpose and general requirements of each program.

- Full-Home Deferred Loans (MR)
- Access Grants (AG)
- Minor Rehabilitation Program (ER)

Housing rehabilitation programs are made available to households anywhere within the Village of Rantoul. Households assisted by these housing programs must meet federally mandated income guidelines for low- and moderate-income persons. The current incomes are included in Exhibit B and are subject to periodic revision by the U.S. Department of

Housing and Urban Development. The income of the household and the location of the property to be renovated determine the program for which the household is eligible.

1.3 Authorized Activities

In adopting this manual the Rantoul Village Board directs its Community Development Department to implement housing rehabilitation programs as described herein. The Village Board authorizes the Community Development Director to enter into contractual agreements with individual property owners to implement housing rehabilitation programs in accordance with these guidelines. The Village Board further authorizes the Community Development Director, Village Administrator, and Mayor to execute mortgages, releases, and subordination agreements necessary to implement these housing programs.

The Village Board directs the Community Development Department to pursue additional funding that may be available to help fund the programs listed in the manual. Additional funds may be used as Grants, Deferred Loans, Loans, etc., depending on the guidelines attached to said funds. Additional funding agents may be, but not limited to: Tax Increment Finance (TIF), Federal Home Loan Bank (FHLB), Illinois Housing Development Authority (IHDA), or other participating financial institutions.

1.4 Conflict of Interest

Employees, agents, consultants, officers, elected officials, and appointed officials of the Village of Rantoul who either 1) exercise functions or responsibilities with respect to the CDBG Program, 2) are in a position to participate in the decision-making process relative to CDBG, or 3) may gain inside information with regard to CDBG activities are ineligible for assistance through the housing rehabilitation program. Such persons include, but are not limited to: the Mayor, Village Board Members, Citizen Advisory Committee members, the Village Administrator, Comptroller, City Attorney, Community Development Director, Inspection Department Superintendent, and the Community Development Department and Inspection Department staffs. Also included are immediate family members of these individuals. HUD may grant an exception to this rule on a case-by-case basis for these individuals upon filing by the Community Development Department of 1) disclosure of the conflict, 2) an assurance that public disclosure of the conflict has been made, and 3) a legal opinion that the interest would not violate state or local law. Village employees who are not otherwise excluded by this conflict of interest provision are eligible to apply for housing rehabilitation assistance.

1.5 General Guidelines

The Village's Community Development Department shall generally process applicants for assistance through programs described in this manual on a first-come/first-served basis. From time to time, however, the demand for assistance through these programs may exceed the availability of funds or staff time to process all cases. The Community Development Department may institute a prioritization system on either a temporary or permanent basis to determine the order in which projects will be funded. Any such prioritization system shall give highest priority for funding to persons who are elderly and/or disabled.

Rehabilitation work financed through these programs is covered under a one-year guarantee on labor and product warranties that vary in scope depending on the product. At the time of project close out, the General Contractor shall provide the applicant with information on the guarantee, warranties, and home maintenance procedures. Defects in work noted within the one-year warranty period are generally repaired under the one-year labor guarantee. Thereafter, the property owner is responsible for home repairs and for claims under product warranties.

The Village of Rantoul recognizes that in unusual circumstances defects in renovation work may occur due to errors or omissions on the part of the contractor or Village staff after the one-year warranty period. If this is truly the case, the Village shall provide the owner with the opportunity to request grant funds to correct the defects through the Village's Housing Rehabilitation Program. Corrective action grants may be authorized by the Community Development Director. The income of the homeowner at the time of the request for correction assistance need not meet housing program eligibility requirements. Corrective action grants are processed in accordance with the Emergency Grant guidelines regardless of whether the homeowner would otherwise be eligible for the Emergency Grant Program.

The Village of Rantoul recognizes it may be relevant to make a conditional change to the outlined program guidelines throughout the program years in the manual. In these instances, Community Development Department staff shall submit the reason or reasons for the conditional change for that specific program. The CAC may authorize Community Development staff to proceed with the changes to the program with a majority vote of a CAC quorum.

TABLE 1: VILLAGE OF RANTOUL COMMUNITY DEVELOPMENT DEPARTMENT HOUSING REHABILITATION PROGRAMS FOR PROGRAM YEARS 2018-2019

PROGRAM	PURPOSE	ELIGIBILITY AREA	INCOME ELIGIBILITY	INTEREST RATE	MAXIMUM \$ AMOUNT	UNDER-WRITING CRITERIA
(MR) Full Home Deferred Loan	Provide an owner-occupant a Deferred Loan for full house rehabilitation to bring the structure into compliance with the 2006 International Residential Code and/or 2006 Property Maintenance Code.	Village Wide	0 – 80% MFI	None 0.00%	\$20,000 Maximum Deferred loan up to 95% of the properties Loan-to- Value Ratio	CDD
(AG) Access Grant	Provide grant assistance to an income-eligible homeowner or renter of a single-family residence or up to a four-unit complex to eliminate physical barriers which inhibit the use of the dwelling unit by the person with Disability.	Village Wide	0 – 80% MFI	None 0.00%	Grant assistance up to a maximum amount of \$6,000 per program year	CDD
(ER) Minor Rehabilitation	Provide an owner-occupant a grant and/or deferred loan to alleviate a hazardous condition that poses a threat to the health and safety of the occupants.	Village Wide	0 – 80% MFI	None 0.00%	Grant assistance up to \$8,000. Any construction costs above \$8,000 through a Deferred Loan.	CDD

2.0 DEFINITIONS

2006 International Residential Code (IRC): Adopted by the Rantoul Village Board on May 8, 2007 by Ordinance # 2090, the IRC provides the minimum requirements to safeguard the public safety, health and general welfare through affordability, structural strength, means of egress facilities, stability, sanitation, light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment. The provisions of the IRC shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and townhouses not more than three stories above-grade in height with a separate means of egress and their accessory structures.

2006 Property Maintenance Code (PMC): Adopted by the Rantoul Village Board on May 8, 2007 by Ordinance #2090, the PMC shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare in so far as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein. The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

Access Grant (AG): A non-repayable grant made to an income-eligible homeowner or renter of a unit in a one to four unit structure to eliminate physical barriers, which inhibit the use of the dwelling unit by a person with disability.

Administrative Assistant: The Administrative Assistant of the Community Development Department or other person as authorized by the Community Development Director of the Village of Rantoul.

Amortization: The gradual extinguishment of a debt (including interest) by periodic payments.

Champaign County Regional Planning Commission (CCRPC): An intergovernmental membership organization that provides and administers a variety of planning, community and economic development, early childhood education, and community services for Champaign and surrounding counties.

Citizens Advisory Committee: A committee of Rantoul residents appointed by the Mayor of the Village of Rantoul with the approval of the Rantoul Village Board for the purpose of making recommendations regarding the annual Community Development Block Grant programs and budgets, and monitoring CDBG funded programs.

Code Violations: Violations of the 2006 International Residential Code and 2006 Property Maintenance Code, as adopted and amended by the Village of Rantoul, other applicable codes and ordinances adopted by the Village, and applicable Department of Housing and Urban Development (HUD) and Illinois Department of Public Health (IDPH) standards.

Contractor: A general contractor who meets the qualification guidelines set forth in Section 8.0 of the manual.

Community Development Director: The head of the Rantoul Community Development Department. Reviews and recommends approval of applications from residents and property owners for rehabilitation assistance.

Elderly Person: Person 62 years of age or older.

General Property Improvements: Work which is not required to bring a building into code compliance but which generally improves the condition and economic life of the property (painting, replacement of wood, floor covering, etc.).

Full Home Deferred Loan (FH): A Deferred Loan up to \$20,000 is made available to provide labor, materials, and supplies to rehabilitate deteriorating dwelling units for qualified owner-occupants. Through the renovation, code violations on the premises must be eliminated. A lien is placed on the property to secure repayment of the forgivable deferred payment.

Community Development Department (CDD): The Village of Rantoul Department responsible for administering the Community Development Block Grant Program (CDBG) for Rantoul and coordinating all CDBG activities.

Gross Annual Income: Annual income is the gross amount of income anticipated by all adults in a family during the 12 months following the effective date of determination. To calculate annual gross income the Department of Housing and Urban Development's Part 5 definition (commonly referred to as Section 8) is used for all programs. See Appendix A for the complete HUD Part 5 income inclusions and exclusions.

Household: All persons who occupy a housing unit at the time the application is taken. CDD staff shall use the guidelines provided by the HUD Part 5 definition of household to determine whether or not persons with an ownership interest in the property who do not reside at the property shall be considered to be an "occupant" of the household for the purposes of determining household eligibility. Regardless of whether such individuals are counted as household members, they will be required to sign all applicable agreements, liens and other documents provided by the City in order for the property to be eligible for City programs.

Housing Expenses: The sum of payments for principal and interest on loans secured by a lien on the property, hazard insurance premiums, and real estate taxes.

Incipient Code Violations: An element of the structure which is not in violation of the housing code but which will likely deteriorate into a code violation in the near future.

Lien: A duly recorded encumbrance upon a property.

Minor Rehabilitation Grant (ER): A grant up to \$8,000 for an owner-occupant to repair a health or safety item. Any construction costs above \$8,000 will be made available through a deferred loan. A lien is placed on the property to secure repayment of the forgivable deferred loan. Emergency Grant funds are available only if the repair is immediately needed to mitigate a hazardous condition.

Owner: The property owner as recorded in the Champaign County Recorder of Deed's office.

Owner-Occupant: A person who occupies the property of which he/she is the owner (as defined above) and uses the property for residential purposes.

PACE: Persons Assuming Control of Their Environment, a non-profit organization registered in the State of Illinois and existing to serve the needs of persons with disabilities in Rantoul and surrounding communities.

Person with Disability: A person who is receiving Supplemental Security Disability Income (SSDI) and is permanently impaired to the extent that he/she cannot fully utilize his/her living space without some physical modification(s).

Rehabilitation: The renovation of a reusable structure which overcomes deterioration and provides a satisfactorily improved physical condition for residential purposes.

Rehabilitation Specialist: A rehabilitation specialist of the Champaign County Regional Planning Commission or other persons as authorized by the Community Development Director of the Village of Rantoul who coordinates and monitors rehabilitation services for eligible property owners and provides technical assistance.

Residential Property: A property used solely as a dwelling unit.

Self-Help: Completion of all or a portion of housing rehabilitation work by the property owner/borrower. Self-help is not allowed in any project funded in accordance with this manual.

Single-Family Residence: A single-family owner-occupied residential unit.

Standard Dwelling Unit: A dwelling unit in compliance with the current Residential Building Safety Code, Property Maintenance Code, the current National Fire Protection Association (NFPA) Life Safety Code as amended, the current Illinois Plumbing Code, and HUD Minimum Property Standards. Generally, a dwelling unit which meets all existing minimum housing code standards for habitation.

Substandard Dwelling: A dwelling unit that does not meet the criteria for a standard dwelling unit through: lack of maintenance; age of unit; neglect; lack of part or all plumbing, electrical, and heating facilities; or overcrowded conditions. The substandard dwelling can be considered to be one of two classifications: 1) deteriorated unit, i.e., one that is substandard but is structurally sound or able to be made structurally sound and can be brought up to standard condition with rehabilitation (formally known as substandard, suitable for rehabilitation); or 2) dilapidated unit, i.e., a substandard unit that has deteriorated to the extent it is unsafe, unsanitary, or dangerous to human life, and rehabilitation is not feasible (formally known as substandard, unsuitable for rehabilitation).

Three-Day Truth-in-Lending Recession Period: A three-day period generally commencing with loan closing during which a borrower may legally cancel a real estate loan without penalty. The three-day period commences with the latest of the following dates.

- 1) The date of loan closing

- 2) The date Truth-in-Lending disclosures are received
- 3) The date the owner receives the Notice of Right to Cancel

To cancel a loan transaction the borrower must return a signed and dated cancellation notice to the lender during the three-day recession period. A contract proceed order is issued after expiration of the three-day recession period if the loan has not otherwise been canceled.

Vested Title: An interest in real estate carrying a legal right of present or future enjoyment and a legal right to convey the interest to another party.

Zero Lot Line Housing Unit: a housing unit in a planned development where the allowance of a structure to be built at or near the lot line is permissible. Townhomes and row housing are common examples of zero lot line housing.

3.0 PROGRAM OBJECTIVES

The Village of Rantoul Housing Rehabilitation Programs are designed to further the following objectives:

- 1) To encourage the revitalization and stabilization of low- and moderate-income neighborhoods by implementing housing rehabilitation programs.
- 2) To remove unhealthy or hazardous housing conditions in low- and moderate-income areas.
- 3) To use CDBG funds as a catalyst to encourage residents of low- and moderate-income neighborhoods to improve their home and neighborhood.
- 4) To revitalize and preserve the existing housing stock.
- 5) When possible, to reduce utility costs and to improve the comfort of low-income families by incorporating energy conservation techniques into housing rehabilitation assistance.
- 6) To conserve the property tax base in low- and moderate-income neighborhoods.
- 7) To encourage employment and training opportunities for minority persons and females through the opportunity to bid on rehabilitation contracts.
- 8) To remove physical barriers impeding maximum use of residential property by persons with disabilities and to increase the number of handicapped accessible dwelling units, both owner-occupied and renter-occupied, in the Village.
- 9) To further implement the Village of Rantoul's 2013-2019 Consolidated Plan.

4.0 FULL HOME DEFERRED LOAN

A Deferred Loan up to \$20,000 is made available to provide labor, materials, and supplies to rehabilitate deteriorating dwelling units for qualified applicants. Through the renovation, IRC violations, lead hazard reduction, and defective or aging systems on the premises shall be addressed. A lien is placed on the property to secure repayment of the forgivable deferred payment.

Up to \$20,000 is provided by the Village in the form of a forgivable deferred payment loan. No monthly, quarterly, or annual payments are required. The loan is amortized over a 5 year period forgivable at 1/60 per month.

During the loan term, if the home is not occupied as the primary residence, vacated, sold, rented to others, or title is otherwise transferred the entire balance of the deferred loan shall become due and payable to the Village.

4.1 Eligible and Ineligible Activities

Eligible activities include general repairs which will bring the house into compliance with Village of Rantoul's 2006 IRC and 2006 PMC while eliminating lead-based paint hazards in the work areas. Eligible activities include, but are not limited to the following:

- repair or replacement of hazardous, defective or aging mechanical systems, i.e., electrical, plumbing and heating
- repair or replacement of defective building components and surfaces, i.e., foundations, roofs, porches and stairs, floors, ceilings and walls, doors and windows, siding and trim
- lead-based paint hazard reduction
- energy conservation activities, i.e., insulation, caulking and weather-stripping, siding, doors, and windows
- accessibility for disabled persons
- incipient repairs and general property improvements of a non-luxury nature
- site improvements and utility connections
- Correct fire and life safety hazards related to the structure and/or mechanical systems.

Ineligible activities include:

- temporary improvements
- cosmetic improvements
- improvements solely to increase energy efficiency
- fixtures not permanently attached including appliances and window air conditioners
- fees for professional services of architects, engineers and other consultants
- construction or renovation of detached garages or out buildings.

The following items are not approved for repair/improvement:

- jacuzzi/jetted tubs
- new decks and patios, when no current deck or patio exists
- copper gutters, unless required by the Illinois Historic Preservation Agency
- gas fireplace, fireplace inserts, and wood stoves
- Presidential or tile roofing, unless required by the Illinois Historic Preservation Agency
- home theatre/entertainment systems
- security systems
- room additions.

Repairs will be prioritized in the following manner.

1. Correct conditions that pose a serious threat to the health, safety and welfare of the residents.
2. Repair/replace failed structural, mechanical, plumbing and electrical systems.
3. Correct conditions that if left uncorrected, would lead to further decay of the property.

4.2 General Terms and Conditions

- 1) Only persons the CDD's Combined Home Rehabilitation Waiting List will be eligible for the Full-Home Rehabilitation Program.
- 2) The applicant may not apply for rehabilitation assistance through the Full Home Deferred Loan Program if the applicant or the property to be rehabilitated received whole house rehabilitation assistance from the Rantoul Community Development Department in the past 20 years. However, the applicant may receive assistance through other programs listed in the manual if conditions arise and qualifications are met.
- 3) A Full Home Deferred Loan shall not exceed \$20,000.
- 4) A Full Home Deferred Loan recipient shall not be required to pay for administrative expenses related to processing of the Deferred Loan application, such as title searches and recording fees.
- 5) A lien shall be placed against the property for the purpose of recovering the cost of rehabilitation. The lien amount shall be calculated as the full amount of the deferred loan portion. The deferred loan is forgivable over a 5 year amortization and forgivable at 1/60 per month. The City will take a subordinate position in the mortgage placed against the property in favor of a first mortgage if appropriate.
- 6) Indebtedness secured by the property shall not exceed 95 percent of the after-rehabilitation value of the property as estimated by Community Development Department. After Rehab Value is calculated by adding the current property tax assessment value to the half of the deferred loan portion. However if an appraisal has been completed within three years of the application, the appraisal or a current Comparative Market Analysis (CMA), provided by a licensed real estate broker may be used in place of the assessed value.

- 7) During the loan term of the applicant, if the home is not occupied as the primary residence, vacated, sold, rented to others, or title is otherwise transferred, the entire balance of the deferred loan shall become immediately due and payable to the Village.
- 8) Before documents can be executed to initiate the renovation project (i.e., note, mortgage, construction contract), the applicant must pay all sums necessary to release outstanding liens on the property other than a first mortgage and property tax liens in good standing. Liens that must be released before work can proceed include, but are not limited to, liens for past-due storm drainage fee and liens for junk and debris removal. Property tax payments on the subject premises must be current at the time documents for the renovation project is executed.
- 9) Before documents can be executed to initiate the renovation project (i.e., note, mortgage, construction contract), the applicant's property must be registered with the Rantoul Rental Registration Program.
- 10) Before documents can be executed to initiate the renovation project, the applicant must provide evidence in the form of a Certificate of Insurance that she/he has insured subject premises against loss by fire and hazards included within the term "extended coverage." This insurance shall be maintained in the amounts required by the City for as long as the property remains encumbered by the Full Home Deferred Loan.

4.3 Eligibility Criteria

For a dwelling unit to qualify for rehabilitation through the Full Home Deferred Loan Program, the unit must meet the following criteria:

- 1) Be located within the corporate limits of the Village of Rantoul.
- 2) Be current with the property tax payments and the Village of Rantoul Stormwater Management Fee.
- 3) The applicant has owned and resided at the residence one year prior to applying for assistance.
- 4) The property must be registered with the Rantoul Rental Registration Program.
- 5) Be classified as "substandard, suitable for rehabilitation" by the Community Development Department in coordination with the Rantoul Inspection Department.
- 6) Be structurally sound or be able to be rendered structurally sound through rehabilitation. Units that cannot be cost-effectively renovated to meet Village of Rantoul's IRC and Property Maintenance Codes are ineligible for assistance under this program. CDD shall work with the owner in order to try and secure other alternatives as may be available to render a solution.
- 7) Be a unit which, after rehabilitation, will be a standard unit (i.e., without code violations, lead hazards, and more energy efficient).
- 8) Be a single-family owner-occupied residential property.
 - a. If the unit is located on a property with multiple housing units in which the owner-occupant owns the rental units, then the adjoining rental units must have a current "passing" inspection from the Rental Inspection Program.

- b. Condominiums are only eligible for rehabilitation work inside the housing unit. CDBG funds will not be used to pay for any condominium association fees or assessments.
 - c. "Zero lot line units," are eligible for rehabilitation work inside the housing unit. Any exterior work may have to be cost-shared with the adjoining property owners.
- 9) Not be located in an area which is in conflict with environmental or zoning regulations (e.g. not located within a floodplain or classified as a "historic structure") or with the 2006 Comprehensive Plan for Rantoul as amended. Single-family residential properties which are in violation of the Rantoul Zoning Ordinance, as determined by the Rantoul Inspection Department and/or the Zoning Board of Review, are ineligible for renovation under this program.

For an applicant to qualify for a Whole House Deferred Loan, he/she must meet the following criteria:

- 1) The applicant must have owned and lived in the residence for one year prior to applying for assistance.
- 2) The applicant must be the person or persons in whose name title to the property is vested and remain the same for the duration of the Full Home Deferred Loan. In cases of dual ownership (resident and non-resident jointly own the property) any non-residents on the title must provide documentation of primary residence elsewhere.
- 3) The anticipated household annual (gross) income shall not exceed 80 percent of the median family income for Champaign County as released by HUD.
- 4) The HUD Part 5 definition of annual (gross) income shall be the method used in calculating annual income.

4.4 Processing Procedures

This section outlines procedures for preparing, processing, and approving an application for a Full Home Deferred Loan, determining work to be done on the property, procuring a contractor, and managing the rehabilitation contract.

4.4.1 Application Process

- 1) CDD staff shall interview and advise the applicant of the design and objectives of the housing assistance programs, the availability and benefits of housing rehabilitation assistance, and the specific terms and conditions under which assistance is provided.
- 2) CDD staff shall obtain the following information from and about the applicant and the subject dwelling:
 - a) Verification of employment.
 - b) Verification of other earnings and assets.
 - c) Verification of deposits with financial institutions.
 - d) Verification of mortgage or deed of trust from each holder of a lien

secured by the property. A title search is currently provided by Chicago Title Insurance Company.

- e) Verification of additional information, such as credit reports, necessary to make a determination of eligibility. Credit reports are currently obtained from TransUnion Direct.
- f) If applicable, dependent on the number of applications the applicant may be placed on a prioritization list created by the CDD to prioritize based on household and need.

4.4.2 Work Determination/Contractor Procurement

- 1) After the application is approved, any adjoining rental units must be inspected by the Village of Rantoul Rental Inspector. All adjoining rental units must receive a “passing” rating. If they do not, the homeowner must have the funds secured and a signed rehabilitation contract to bring the rental units to a “passing” condition for the owner-occupied housing rehabilitation project to proceed.
- 2) If the homeowner is unable to rehabilitate the rental units, then the owner-occupied rehabilitation project will be cancelled and the owner’s name will be placed at the bottom of the full-home rehabilitation program waiting list.
- 3) The applicant’s file is forwarded to the Champaign County Regional Planning Commission (CCRPC).
- 4) CCRPC Rehabilitation Specialist conducts an on-site walk-through with the homeowner and the Village of Rantoul’s Building Inspection Department. During this visit, the following should occur:
 - a) Scope of work to be completed is determined.
 - b) Lead-Based Paint Inspection/Assessment.
 - c) Homeowner is informed of the contractor selection process.
 - d) Homeowner is given the list of CDD Qualified Contractors to review.
- 5) All Village of Rantoul Inspection Reports will be forwarded to the Rehabilitation Specialist. Work description will be approved by Rehabilitation Specialist and Village of Rantoul Building Inspector.
- 6) Based upon the final work description, the Rehabilitation Specialist will complete an Environmental Review Record (ERR) for the work to be completed. After the ERR has been compiled, it will be forwarded to the Rantoul Community Development Director for approval. ERR must be approved before the project can be released for bid.
- 7) Rehabilitation Specialist will develop bid documents, including bid alternates that will be distributed via mail and e-mail, to contractors listed on the CDD Qualified Contractor List.
- 8) Rehabilitation Specialist will schedule and conduct a pre-bid conference on-site with the homeowner, Rantoul Building Inspector, and general contractors to address any concerns and questions. The General contractors and Subcontractors will be allowed to schedule with the owner and visit the site between pre-bid and bid opening to determine materials and labor required to submit a bid.
- 9) Any changes to the scope of work that were approved by the Rehabilitation

- Specialist and the Rantoul Building Inspector at the pre-bid conference shall be forwarded to all bidders via mail and/or e-mail.
- 10) The Rehabilitation Specialist will develop an estimated cost of the work to be completed.
 - 11) The owner may choose a general contractor whose firm is not on the CDD Qualified General Contractor List provided that, prior to bid opening, the contractor not on the list will be required to meet the same criteria as Qualified General Contractors. If the owner intends to have such a contractor bid on the project, CDD shall provide an application packet to the contractor as soon as possible (provided the contractor is interested in bidding on the project).
 - 12) Formal sealed bids will be received from qualified general contractors and publically opened within 14 days after the pre-bid conference. Owner may wish to be present. Owner has ten days to select a contractor.
 - 13) Rehabilitation Specialist will determine each bidder's eligibility to work on federally funded projects through www.sam.gov.
 - 14) The contract shall be awarded to that qualified contractor selected by the applicant so long as that contractor's bid is within 10 percent of the Rehabilitation Specialist's cost estimate. If no bids are within 10 percent of the Rehabilitation Specialist's estimate, the project will be reviewed and modified as needed, then if required, rebid.
 - 15) Rehabilitation Specialist will develop the needed construction and mortgage documents.
 - 16) Rehabilitation Specialist schedules preconstruction loan closing and contract signing as soon as possible after contractor selection.
 - 17) Rehabilitation Specialist issues the Proceed Order after the expiration of the three-day Truth and Lending Disclosure period.
 - 18) Rehabilitation Specialist notifies CDD of construction contract and dollar amount.

4.4.3 Contracting

Construction is undertaken only through a written contract between the contractor and the recipient of the Full Home Deferred Loan. CDD acts as the lender and is not a party to the contract. However signature of the Community Development Director or his/her designee indicates the approval and review of an acceptable construction contract.

The construction contract shall consist of a single agreement signed by the contractor, accepted by the homeowner, and approved by the Rehabilitation Specialist. It shall contain the proposal amount, all general conditions, and a description of all rehabilitation work to be performed. The contract may be changed as federal, state, and local laws, regulations, or policies deem necessary.

Drawings and/or specifications shall be prepared by the contractor only when deemed essential by Rehabilitation Specialist or Rantoul Building Inspector to show the scope and detail of the work involved, so misunderstandings can be avoided.

The contractor's proposal shall comply with general specifications, work description, code

reports and lead hazard control as supplied by CCRPC and Village of Rantoul. Provisions shall be made for acceptance of equal substitutions if accepted by the Rehabilitation Specialist and Rantoul Building Inspector. All proposals shall explicitly prohibit the use of lead-based paint and shall require the elimination of lead-based paint hazards.

CDD and CCRPC staff shall establish and, on the basis of the contractors' experience and qualifications, maintain a current list of contractors, subcontractors, and specialty contractors who are qualified and who are interested in doing rehabilitation work. CCRPC shall to the greatest extent feasible contract with Champaign County companies, firms, etc.

Self-Help shall not be permitted in the Housing Rehabilitation Program.

Rehabilitation Permit, utilities and building permit fees shall be required for construction work funded through the Full Home Deferred Loan Program. These fees are the responsibility of the contractor and his subcontractors.

4.4.4 Contract Management

- 1) Rehabilitation Specialist shall inspect rehabilitation work on a regular basis to see that all work is progressing satisfactorily and to monitor the quality of materials and workmanship and compliance with affirmative action guidelines and safe work practices for lead hazard control.
- 2) If change orders need to be issued, Rehabilitation Specialist will contact the Village of Rantoul Building Inspector for approval. Rehabilitation Specialist will issue a Change Order which will be signed by the homeowner, Rehabilitation Specialist, and Village of Rantoul Building Inspector prior to work being completed.
- 3) The contractor and/or subcontractor shall coordinate with building code officials, Owner and Rehabilitation Specialist for final approval and inspections on each segment of work performed at the residence.
- 4) The Contractor shall schedule with the Rehabilitation Specialist and Village of Rantoul Lead-Based Paint Inspector/Assessor, a lead hazard clearance test for the work performed at the residence. Rantoul Lead-Based Paint Inspector/Assessor shall provide test results to the Rehabilitation Specialist.
- 5) Rehabilitation Specialist and Rantoul Building Code Inspector shall conduct final inspection of rehabilitation work to ensure conformance with contract specifications and issue certificate of final approval when appropriate. Both the Rehabilitation Specialist and Rantoul Building Code Inspector must approve the work before the work is considered completed or covered up.
- 6) Rehabilitation Specialist shall obtain from the contractor release of liens, final invoices, and contractor's sworn statements and the Certificate of Occupancy/Certification of Completion for the residence prior to pay requests prior to final payment to the contractor.

4.5 Close-Out Procedures

- 1) Rehabilitation Specialist shall present the recipient with a copy of the contract, lead hazard clearance report, and the Certificate of Occupancy/Certification of Completion.
- 2) Rehabilitation Specialist shall insure that all contractors provide property owner with all applicable warranty information.
- 3) CDD staff shall give the recipient a copy of the recorded mortgage and note.
- 4) Rehabilitation Specialist shall give project file with all documentation, along with unpaid contractor invoices to CDD.
- 5) CDD will issue payment to contractors after the completion of all work.
- 6) CDD will input project information into HUD's computer system, the Integrated Disbursement and Information System (IDIS).

5.0 ACCESS GRANTS

An Access Grant is a non-repayable grant made to an income-eligible homeowner or renter of a single family residence as defined by HUD or up to a four unit complex to eliminate physical barriers which inhibit the use of the dwelling unit by a Person with Disability. Complexes with five or more units are not eligible to participate in this program.

5.1 Eligible and Ineligible Activities

Eligible activities include all types of general improvements necessary to remove barriers for accessibility by persons with disabilities. These activities include but are not limited to:

- 1) Permanent improvements to the property, such as ramp installation, door widening, installation of lowered light panels, renovation of kitchens and bathrooms, installation of visual fire/smoke alarms and doorbells for the hearing-impaired.
- 2) Detachable equipment to eliminate obstacles in the bathroom and kitchen but only if permanent improvements are impractical, exorbitant in cost, or unacceptable to the property owner (in the case of rental property).

Ineligible activities include general improvements not related to removal of barriers. These include:

- 1) Removal of code deficiencies and incipient code deficiencies.
- 2) Furnishings (items not permanently affixed to the property), except equipment noted above.

5.2 General Terms and Conditions

- 1) An Access Grant shall not exceed \$6,000.
- 2) An applicant may receive an Access Grant and then receive additional assistance through another rehabilitation assistance program described in this manual.
- 3) Access Grant assistance can be offered to an applicant even if the same property received assistance from the Rantoul Community Development Department through another program.
- 4) Access Grant processing costs shall be the responsibility of the CDD.
- 5) If a rental unit is retrofitted through the Access Grant Program and the tenant for which the unit is retrofitted vacates the unit, the owner agrees as follows:
 - a) The owner shall notify the CDD that the unit has been vacated. The CDD retains the right to reclaim any detachable equipment funded by the program but abandoned by a person with disability (i.e., no longer in use and not expected to be used).
 - b) The owner agrees that first priority in renting vacated units shall be given to persons with disabilities.

5.3 Eligibility Criteria

For a dwelling unit to qualify for remodeling with an Access Grant, the unit must meet the following criteria:

- 1) Be located within the corporate limits of the Village of Rantoul.
- 2) Be current with all property tax payments and the Village of Rantoul Stormwater Management Fee.
- 3) Be structurally sound and relatively free of any building deficiencies that would render the property "substandard."
- 4) Not be located in an area which is in conflict with environmental or zoning regulations (e.g. not located within a floodplain or classified as a "historic structure") or with the 2006 Comprehensive Plan for Rantoul as amended. Single-family residential properties which are in violation of the Rantoul Zoning Ordinance, as determined by the Rantoul Inspection Department and/or the Zoning Board of Review, are ineligible for renovation under this program.
- 5) The property must be registered with the Rantoul Rental Registration Program.
- 6) The applicant for an Access Grant is the person intending to occupy the unit upon retrofitting. For an applicant to qualify for an Access Grant, he/she must meet the following criteria:
 - a) The applicant can be the owner of record or a renter of record. If the applicant is not the owner of record, the Access Grant can be made for retrofit of the property only if the owner of record agrees to the retrofit.
 - b) The applicant's household income shall not exceed 80 percent of the median family income for Champaign County as determined by HUD.
 - c) The applicant must be 18 years old or older with a disability or have a dependent with a disability who is a permanent resident of the dwelling unit to be retrofitted. The disability must be verified in writing by a medical doctor.

5.4 Processing Procedures

This section outlines procedures for preparing, processing, and approving an application for an Access Grant, determining work to be done on the property, procuring a contractor and managing the rehabilitation contract.

5.4.1 Application Process

CDD will accept inquiries concerning Access Grants from owners of rental property and from social services agency personnel. The applicant for an Access Grant must, however, be the expected occupant of the unit to be renovated, either as the owner or renter.

- 1) CDD staff shall interview and advise the Access Grant applicant of the design and objectives of the Access Grant Program and the availability and benefits of the Access Grant Program. CDD staff shall advise the applicant and owner (if different

from applicant) concerning the specific terms and conditions under which assistance is provided.

- 2) CDD staff shall obtain and verify the following information concerning the applicant and subject dwelling:
 - a) Verification of the disability and needed renovations. This needs to be provided by a medical doctor.
 - b) Verification of employment.
 - c) Verification of other earnings assets.
 - d) Verification of deposits with financial institutions.
 - e) Applicant's interest in the property to be renovated.
 - f) Verification of a rental property a copy of the lease agreement must be provided.
 - g) Owner's approval of the proposed retrofit (if applicant is not the owner of record).
 - h) Any additional information necessary to make a determination of eligibility including disability if not otherwise obvious.
- 3) The applicant's property must be registered with the Rantoul Rental Registration Program.
- 4) The applicant's property must be current with their property tax payments and their Village of Rantoul Stormwater Fee.

5.4.2 Work Determination/Contractor Procurement

- 1) After CDD approves an application, the applicant's file is forwarded to the Champaign County Regional Planning Commission (CCRPC).
- 2) CCRPC Rehabilitation Specialist conducts an on-site walk-through with the applicant, property owner (if different than applicant), and the Village of Rantoul's Building Inspection Department. During this visit, the following should occur:
 - a) Scope of work to be completed is determined.
 - b) Lead-Based Paint Inspection/Assessment.
 - c) Homeowner is informed of the contractor selection process.
 - d) Homeowner is given the list of CDD Qualified Contractors to review.
- 3) All Village of Rantoul Inspection Reports will be forwarded to the Rehabilitation Specialist. Work description will be approved by Rehabilitation Specialist and Village of Rantoul Building Inspector.
- 4) Based upon the final work description, the Rehabilitation Specialist will complete an Environmental Review Record (ERR) for the work to be completed. After the ERR has been compiled, it will be forwarded to the Rantoul Community Development Director for approval. ERR must be approved before the project can be released for bid.
- 5) Rehabilitation Specialist will develop bid documents, including bid alternates that will be distributed via mail and e-mail, to contractors listed on the CDD Qualified Contractor List.
- 6) Rehabilitation Specialist will schedule and conduct a pre-bid conference on-site with the applicant, property owner (if different than applicant), Rantoul Building Inspector, and general contractors to address any concerns and questions. The

- General contractors and Subcontractors will be allowed to schedule with the owner and visit the site between pre-bid and bid opening to determine materials and labor required to submit a bid.
- 7) Any changes to the scope of work that were approved by the Rehabilitation Specialist and the Rantoul Building Inspector at the pre-bid conference shall be forwarded to all bidders via mail and/or e-mail.
 - 8) The Rehabilitation Specialist will develop an estimated cost of the work to be completed.
 - 9) The owner may choose a general contractor whose firm is not on the CDD Qualified General Contractor List provided that, prior to bid opening, the contractor not on the list will be required to meet the same criteria as Qualified General Contractors. If the owner intends to have such a contractor bid on the project, CDD shall provide an application packet to the contractor as soon as possible (provided the contractor is interested in bidding on the project).
 - 10) Formal sealed bids will be received from qualified general contractors and publically opened within 14 days after the pre-bid conference. Property owner may wish to be present.
 - 11) Rehabilitation Specialist will verify all bidder's eligibility to work on federally funded projects through www.sam.gov.
 - 12) Property owner has ten days to select a contractor. The contract shall be awarded to that qualified contractor selected by the applicant so long as that contractor's bid is within 10 percent of the Rehabilitation Specialist's cost estimate. If no bids are within 10 percent of the Rehabilitation Specialist's estimate, the project will be reviewed and modified as needed, then if required, rebid.
 - 13) Rehabilitation Specialist will develop the needed construction and mortgage documents.
 - 14) Rehabilitation Specialist schedules preconstruction loan closing and contract signing as soon as possible after contractor selection.
 - 15) Rehabilitation Specialist issues the Proceed Order after the expiration of the three-day Truth and Lending Disclosure period.
 - 16) Rehabilitation Specialist notifies CDD Director of construction contract and dollar amount.

5.4.3 Contracting

Construction is undertaken only through a written contract between the contractor and the recipient of the Access Grant and Owner (if different from recipient). CDD acts as the funder and is not a party to the contract. However signature of the Community Development Director or his/her designee indicates the approval and review of an acceptable construction contract.

The construction contract shall consist of a single agreement signed by the contractor, accepted by the owner (if different than grant recipient), approved by the recipient of the Access Grant and approved by the Rehabilitation Specialist. It shall contain the proposal

amount, all general conditions, and a description of all rehabilitation work to be performed. The contract may be changed as federal, state, and local laws, regulations, or policies deem necessary.

Drawings and/or specifications shall be prepared by the contractor only when deemed essential by Rehabilitation Specialist or Rantoul Building Inspector to show the scope and detail of the work involved, so misunderstandings can be avoided.

The contractor's proposal shall comply with general specifications, work description, code reports and lead hazard control as supplied by CCRPC and Village of Rantoul. Provisions shall be made for acceptance of equal substitutions if accepted by the Rehabilitation Specialist and Rantoul Building Inspector. All proposals shall explicitly prohibit the use of lead-based paint and shall require the elimination of lead-based paint hazards.

CDD and CCRPC staff shall establish and, on the basis of the contractors' experience and qualifications, maintain a current list of contractors, subcontractors, and specialty contractors who are qualified and who are interested in doing rehabilitation work. CCRPC shall to the greatest extent feasible contract with Champaign County companies, firms, etc.

Self-Help shall not be permitted in the Access Grant Program.

Rehabilitation Permit, utilities and building permit fees shall be required for construction work funded through the Access Grant Program. These fees are the responsibility of the contractor and his subcontractors.

5.4.4 Contract Management

- 1) Rehabilitation Specialist shall inspect rehabilitation work on a regular basis to see that all work is progressing satisfactorily and to monitor the quality of materials and workmanship and compliance with affirmative action guidelines and safe work practices for lead hazard control.
- 2) If change orders need to be issued, Rehabilitation Specialist will contact the Village of Rantoul Building Inspector for approval. Rehabilitation Specialist will issue a Change Order which will be signed by the grant recipient, owner (if different than grant recipient), Rehabilitation Specialist, and Village of Rantoul Building Inspector prior to work being completed.
- 3) The contractor and/or subcontractor shall coordinate with grant recipient, building code officials, owner (if different from grant recipient), and Rehabilitation Specialist for final approval and inspection on each segment of work performed at the residence.
- 4) The Contractor shall schedule with the Rehabilitation Specialist and Village of Rantoul Lead-Based Paint Inspector/Assessor, a lead hazard clearance test for the work performed at the residence. Rantoul Lead-Based Pain Inspector/Assessor shall provide test results to the Rehabilitation Specialist.
- 5) Rehabilitation Specialist and Rantoul Building Code Inspector shall conduct final inspection of rehabilitation work to ensure conformance with contract

specifications and issue certificate of final approval when appropriate. Both the Rehabilitation Specialist and Rantoul Building Code Inspector must approve the work before the work is considered completed.

- 6) Rehabilitation Specialist shall obtain from the contractor release of liens, final invoices, and contractor's sworn statements and the Certificate of Occupancy/Certification of Completion for the residence prior to pay requests prior to final payment to the contractor.

5.5 Close Out Procedures

- 1) Rehabilitation Specialist shall present the recipient with a copy of the contract, lead hazard clearance report, and the Certificate of Occupancy/Certification of Completion.
- 2) Rehabilitation Specialist shall insure that all contractors provide property owner with all applicable warranty information.
- 3) Rehabilitation Specialist shall give project file with all documentation, along with unpaid contractor invoices to CDD.
- 4) CDD will issue payment to contractors after the completion of all work.
- 5) CDD will input project information into HUD's computer system, the Integrated Disbursement and Information System (IDIS).

6.0 MINOR HOME REHABILITATION PROGRAM

The Minor Home Rehabilitation Program is available to single-family, owner-occupied residential properties to repair a single health or safety item. Other items may be added at the discretion of the Community Development Director. Minor rehabilitation funds are available only if the repair is immediately needed to mitigate a hazardous condition.

6.1 Eligible and Ineligible Activities

Eligible activities include only those repairs necessary to alleviate a hazardous condition which poses a threat to the health and safety of the occupant, including but not limited to, repair or replacement of defective mechanical, electrical or plumbing systems, building components, and surfaces.

An actively leaking roof over a living space may be considered a condition warranting Minor Home Grant assistance. At the discretion of the CDD, the course of action taken to eliminate the existing emergency may include additional work to prevent an imminent emergency (i.e., replace furnace rather than repair, replace sewer line rather than repair, reroof rather than patch).

Ineligible activities include:

- repairs not of a hazardous nature
- repairs & improvements solely to increase energy efficiency
- temporary improvements
- cosmetic improvements
- fixtures not permanently attached including appliances and window air conditioners
- fees for professional services of architects, engineers and other consultants
- construction or renovation of detached garages or out buildings.

The following items are not approved for repair/improvement:

- jacuzzi/jetted tubs
- new decks and patios, when no current deck or patio exists
- copper gutters, unless required by the Illinois Historic Preservation Agency
- gas fireplace, fireplace inserts, and wood stoves
- Presidential or tile roofing, unless required by the Illinois Historic Preservation Agency
- home theatre/entertainment systems
- security systems
- room additions.

6.2 General Terms and Conditions

- 1) An applicant may receive minor home rehabilitation services to alleviate a hazardous condition and then receive additional assistance through another rehabilitation assistance program described in this manual.
- 2) Minor Home Rehabilitation assistance can be offered to an applicant even if the same property received assistance through other programs administered by the Community Development Department
- 3) Prior to approval of a Minor Home Rehabilitation application, the applicant will be required to provide evidence of property insurance to the CDD. The CDD may then investigate whether any emergency repairs are eligible for insurance reimbursement. In the event the applicant applies for and receives reimbursement for emergency repair work from his/her insurance company, said insurance proceeds shall be used to reimburse CDD for costs incurred in making the necessary repairs to the property. Minor Home Rehabilitation grant applications will not be approved for the purpose of obtaining, renewing, or reinstating property insurance.
- 4) A Minor Home Rehabilitation recipient shall not be required to pay administrative expenses related to processing of the Emergency Grant application.
- 5) Minor Home Rehabilitation Program provides a grant up to \$8,000.
- 6) For all projects with an estimated construction cost of \$8,000 or more, a lien shall be placed against the property for the purpose of recovering the cost of rehabilitation. The lien amount shall be calculated as the construction costs greater than \$3,000. The deferred loan is forgivable over a 5 year amortization and forgivable at 1/60 per month. The City will take a subordinate position in the mortgage placed against the property in favor of a first mortgage if appropriate.
- 7) Indebtedness secured by the property shall not exceed 95 percent of the after-rehabilitation value of the property as estimated by Community Development Department. After Rehab Value is calculated by adding the current property tax assessment value to the half of the deferred loan portion. However if an appraisal has been completed within three years of the application, the appraisal or a current Comparative Market Analysis (CMA), provided by a licensed real estate broker may be used in place of the assessed value.
- 8) During the loan term of the applicant, if the home is not occupied as the primary residence, vacated, sold, rented to others, or title is otherwise transferred, the entire balance of the deferred loan shall become immediately due and payable to the Village.

6.3 Eligibility Criteria

For a dwelling unit to qualify as eligible for work under the Minor Home Rehabilitation Program, the unit must meet the following criteria:

- 1) Be located within the corporate limits of the Village of Rantoul.
- 2) Be a single-family owner-occupied residential property.
 - a. Condominiums are only eligible for rehabilitation work inside the housing unit. CDBG funds will not be used to pay for any condominium association

- fees or assessments.
- b. "Zero lot line units," are eligible for rehabilitation work inside the housing unit. Any exterior work may have to be cost-shared with the adjoining property owners.
- 3) Be a dwelling unit with a situation deemed threatening to the safety and/or health of the occupants based on a determination made by the Rantoul Inspection Department. Such items could include, but not limited to a malfunctioning furnace, a problem with plumbing that renders sanitary facilities inoperable, roof leakage which impairs the structural integrity of the roof and its supports, electrical hazards, or lead-based paint hazards.
 - 4) Before documents can be executed to initiate the renovation project (i.e., note, mortgage, construction contract), the applicant's property must be registered with the Rantoul Rental Registration Program.

For an applicant to qualify for a Minor Home Rehabilitation Grant, he/she must meet the following criteria:

- 1) The applicant has owned and resided at the residence one year prior to applying for assistance.
- 2) The applicant must be the person or persons in whose name title to the property is vested. Contract buyers are not eligible for Minor Home Rehabilitation Program work.
- 3) The applicant must pay all sums necessary to release outstanding liens on the property other than mortgage and property tax liens in good standing. Liens that must be released before work can proceed include, but are not limited to, liens for past-due storm drainage fee and liens for junk and debris removal. Property tax payments on the subject premises must be current at the time documents for the renovation project is executed.
- 4) The applicant's household annual income shall not exceed 80 percent of the median family income figure determined by HUD for Champaign County.
- 5) The HUD Part 5 definition of annual (gross) income shall be the method used in calculating annual income.

6.4 Processing Procedures

This section outlines procedures for preparing, processing, and approving an application for a minor home rehabilitation, determining work to be done on the property, procuring a contractor, and managing the rehabilitation work.

6.4.1 Application Process

- 1) CDD staff shall interview and advise the applicant of the design and objectives of the housing assistance programs, the availability and benefits of housing rehabilitation assistance, and the specific terms and conditions under which assistance is provided.
- 2) CDD staff shall obtain the following information from and about the applicant and the subject dwelling:

- a) Verification of employment.
- b) Verification of other earnings and assets.
- c) Verification of deposits with financial institutions.
- d) Verification of mortgage or deed of trust from each holder of a lien secured by the property. A title search is currently conducted by Chicago Title Insurance Company.
- e) Verification of additional information, such as credit reports, necessary to make a determination of eligibility. A credit report is currently provided by TransUnion.
- f) If applicable, dependent on the number of applications the applicant may be placed on a prioritization list created by the CDD to prioritize based on household and need.

6.4.2 Work Determination/Contractor Procurement

- 1) After CDD approves an application, the applicant's file is forwarded to the Champaign County Regional Planning Commission (CCRPC).
- 2) CCRPC Rehabilitation Specialist conducts an on-site walk-through with the applicant, property owner (if different than applicant), and the Village of Rantoul's Building Inspection Department. During this visit, the following should occur:
 - a) Scope of work to be completed is determined.
 - b) Lead-Based Paint Inspection/Assessment.
 - c) Homeowner is informed of the contractor selection process.
 - d) Homeowner is given the list of CDD Qualified Contractors to review.
- 3) All Village of Rantoul Inspection Reports will be forwarded to the Rehabilitation Specialist. Work description will be approved by Rehabilitation Specialist and Village of Rantoul Building Inspector.
- 4) Based upon the final work description, the Rehabilitation Specialist will complete an Environmental Review Record (ERR) for the work to be completed. After the ERR has been compiled, it will be forwarded to the Rantoul Community Development Director for approval. ERR must be approved before the project can be released for bid.
- 5) Rehabilitation Specialist will develop bid documents, including bid alternates that will be distributed via mail and e-mail, to contractors listed on the CDD Qualified Contractor List.
- 6) Rehabilitation Specialist will schedule and conduct a pre-bid conference on-site with the applicant, property owner (if different than applicant), Rantoul Building Inspector, and general contractors to address any concerns and questions. The General contractors and Subcontractors will be allowed to schedule with the owner and visit the site between pre-bid and bid opening to determine materials and labor required to submit a bid.
- 7) Any changes to the scope of work that were approved by the Rehabilitation Specialist and the Rantoul Building Inspector at the pre-bid conference shall be forwarded to all bidders via mail and/or e-mail.
- 8) The Rehabilitation Specialist will develop an estimated cost of the work to be

- completed.
- 9) The owner may choose a general contractor whose firm is not on the CDD Qualified General Contractor List provided that, prior to bid opening, the contractor not on the list will be required to meet the same criteria as Qualified General Contractors. If the owner intends to have such a contractor bid on the project, CDD shall provide an application packet to the contractor as soon as possible (provided the contractor is interested in bidding on the project).
 - 10) Formal sealed bids will be received from qualified general contractors and publically opened within 14 days after the pre-bid conference. Property owner may wish to be present.
 - 11) The Rehabilitation Specialist will determine each bidder's eligibility to work on federally funded project through www.sam.gov.
 - 12) Property owner has ten days to select a contractor. The contract shall be awarded to that qualified contractor selected by the applicant so long as that contractor's bid is within 10 percent of the Rehabilitation Specialist's cost estimate. If no bids are within 10 percent of the Rehabilitation Specialist's estimate, the project will be reviewed and modified as needed, then if required, rebid.
 - 13) Rehabilitation Specialist will develop the needed construction and mortgage documents.
 - 14) Rehabilitation Specialist schedules preconstruction loan closing and contract signing as soon as possible after contractor selection.
 - 15) Rehabilitation Specialist issues the Proceed Order after the expiration of the three-day Truth and Lending Disclosure period.
 - 16) Rehabilitation Specialist notifies CDD Director of construction contract and dollar amount.

6.4.3 Contracting

Construction is undertaken only through a written contract between the contractor and the recipient of the minor home rehabilitation. CDD acts as the lender and is not a party to the contract. However signature of the Community Development Director or his/her designee indicates the approval and review of an acceptable construction contract.

The construction contract shall consist of a single agreement signed by the contractor, accepted by the homeowner, and approved by the Rehabilitation Specialist. It shall contain the proposal amount, all general conditions, and a description of all rehabilitation work to be performed. The contract may be changed as federal, state, and local laws, regulations, or policies deem necessary.

Drawings and/or specifications shall be prepared by the contractor only when deemed essential by Rehabilitation Specialist or Rantoul Building Inspector to show the scope and detail of the work involved, so misunderstandings can be avoided.

The contractor's proposal shall comply with general specifications, work description, code reports and lead hazard control as supplied by CCRPC and Village of Rantoul. Provisions

shall be made for acceptance of equal substitutions if accepted by the Rehabilitation Specialist and Rantoul Building Inspector. All proposals shall explicitly prohibit the use of lead-based paint and shall require the elimination of lead-based paint hazards.

CDD and CCRPC staff shall establish and, on the basis of the contractors' experience and qualifications, maintain a current list of contractors, subcontractors, and specialty contractors who are qualified and who are interested in doing rehabilitation work. CCRPC shall to the greatest extent feasible contract with Champaign County companies, firms, etc.

Self-Help shall not be permitted in the Minor Home Rehabilitation Program.

Rehabilitation Permit, utilities and building permit fees shall be required for construction work funded through the Emergency Rehabilitation Program. These fees are the responsibility of the contractor and his subcontractors.

6.4.4 Contract Management

- 1) Rehabilitation Specialist shall inspect rehabilitation work on a regular basis to see that all work is progressing satisfactorily and to monitor the quality of materials and workmanship and compliance with affirmative action guidelines and safe work practices for lead hazard control.
- 2) If change orders need to be issued, Rehabilitation Specialist will contact the Village of Rantoul Building Inspector for approval. Rehabilitation Specialist will issue a Change Order which will be signed by the homeowner, Rehabilitation Specialist, and Village of Rantoul Building Inspector prior to work being completed.
- 3) The contractor and/or subcontractor shall coordinate with building code officials, Owner and Rehabilitation Specialist for final approval and inspections on each segment of work performed at the residence.
- 4) The Contractor shall schedule with the Rehabilitation Specialist and Village of Rantoul Lead-Based Paint Inspector/Assessor, a lead hazard clearance test for the work performed at the residence. Rantoul Lead-Based Paint Inspector/Assessor shall provide test results to the Rehabilitation Specialist.
- 5) Rehabilitation Specialist and Rantoul Building Code Inspector shall conduct final inspection of rehabilitation work to ensure conformance with contract specifications and issue certificate of final approval when appropriate. Both the Rehabilitation Specialist and Rantoul Building Code Inspector must approve the work before the work is considered completed or covered up.
- 6) Rehabilitation Specialist shall obtain from the contractor release of liens, final invoices, and contractor's sworn statements and the Certificate of Occupancy/Certification of Completion for the residence prior to pay requests prior to final payment to the contractor.

6.5 Close Out Procedures

- 1) Rehabilitation Specialist shall present the recipient with a copy of the contract, lead hazard clearance report, and the Certificate of Occupancy/Certification of

Completion.

- 2) Rehabilitation Specialist shall insure that all contractors provide property owner with all applicable warranty information.
- 3) CDD staff shall give the recipient a copy of the recorded mortgage and note.
- 4) Rehabilitation Specialist shall give project file with all documentation, along with unpaid contractor invoices to CDD.
- 5) CDD will issue payment to contractors after the completion of all work.
- 6) CDD will input project information into HUD's computer system, the Integrated Disbursement and Information System (IDIS).

7.0 CONTRACTING POLICIES AND PROCEDURES

This section describes the general contracting policies of the Village of Rantoul as they relate to housing rehabilitation projects, procedures whereby contractors can become eligible to contract for CDBG funded projects, policies governing use of self-help in housing rehabilitation assistance programs, and housing rehabilitation projects conducted in conjunction with for profit individuals and companies, non-profit organizations such as Empty Tomb, Inc.

7.1 General Contracting Policies

The Village of Rantoul encourages general contractors awarded CDBG funded contracts to utilize subcontractors and material suppliers located in Champaign County, employing Champaign County residents, and furthering federal, state, and local affirmative action goals.

Contracting Policies Pertaining to Full Home Deferred Loan

See FHDL Program described in this manual.

Contracting Policies Pertaining to Access Grants

See Access Grant Program described in this manual.

Contracting Policies Pertaining to Emergency Rehabilitation

See Emergency Rehabilitation Program described in this manual.

7.2 Contractor Standards

As described above, all Rantoul housing rehabilitation programs utilize a list of qualified general contractors, minority/female-owned specialty contractors, or both. To implement these programs, GMD maintains lists of qualified general contractors and minority/female-owned specialty contractors. The Village has adopted the following minimum standards for inclusion on these lists.

7.2.1 Standards for Qualified General Contractor List

Qualified general contractor status indicates the contractor has the financial resources and the experience in both project management and construction trades necessary to successfully complete housing rehabilitation projects of the nature undertaken through the Village's housing rehabilitation programs. CDD maintains a list of qualified general contractors eligible to participate in the Village's housing rehabilitation programs. To qualify for inclusion on the list, a general contractor must submit an application to CDD, which evidences that the contractor meets the following standards.

1. The contractor has successfully completed at least two similar cases of nature and cost to those funded through the Rantoul Housing Rehabilitation Program to the

satisfaction of client, vendors, and subcontractors. The two cases must involve management of at least one subcontractor and direct experience in one or more construction trades.

2. The Contractor must provide evidence of insurance of the types and amounts as follows. These amounts are the minimum amounts required. The Contractor shall maintain during the entire period of his performance under this Contract for Rehabilitation the following minimum levels of insurance. All policies shall be written with insurance carriers qualified to do business in the State of Illinois.
 - a) Worker's Compensation Insurance - Per Illinois Statutory Requirements
 - b) Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures.
 - i. All premises and operations.
 - ii. Explosion, collapse, and underground damage.
 - iii. Contractor's Protective coverage for independent contractors or subcontractors employed by him/her.
 - iv. Contractual Liability for the obligation assumed in the Indemnification and Hold Harmless agreement of the contract.
 - v. Personal Liability endorsement with no exclusions pertaining to employment.
 - vi. Products and completed operations coverage. Combined single limits of at least one million (\$1,000,000) per occurrence.
 - c) Automobile Liability – Combined single limits of at least Five Hundred Thousand (\$500,000) per occurrence bodily injury/property damage. Auto liability shall include owned, non-owned, and hired vehicles.
 - d) Umbrella Liability Policies may be used to satisfy the limits named above.
 - e) Pollution Liability (if applicable) - as required by the State of Illinois Department of Public Health for Lead Abatement Contractors.
3. The contractor must have financial resources including working capital and sufficient credit necessary to purchase building materials and retain subcontractors for housing rehabilitation work.
4. The contractor must be capable of securing permits required for housing rehabilitation.
5. The contractor must have licenses required for construction trades or must be able to subcontract with firms that do.
6. The contractor must be in good standing with other federal, state, and local agencies and may not be on any government-maintained debarred contractor list.
7. The contractor must be in good standing with the Federal Internal Revenue Service and the State Department of Revenue. The contractor may not be subject to federal or state tax levy or lien.

The contractor adheres to the Village's Equal Employment Opportunity Codes and Ordinance (or for companies new to Village contracting, agrees to adhere to the ordinance and has the necessary written policies and procedures to do so. Continued participation in the housing rehabilitation programs is based in part on efforts by the contractor to retain

minority/female-owned subcontractors in CDD-funded construction work. CDD will approve contractors for the qualified general contractor list. CDD reserves the right to approve contractors for listing on the qualified general contractor list with conditions such as limits on project size and/or on the number of contracts the contractor will be allowed to undertake simultaneously.

CDD reserves the right to remove a contractor from the qualified general contractor list or to limit the scope of work by the contractor in the program for any of the following reasons. Prior to taking such action, CDD shall provide the contractor written notification of the deficiency and shall allow the contractor reasonable time to correct said deficiency.

1. The contractor fails to continue to meet any of the qualification standards listed herein. The contractor fails to comply with provisions of a program construction contract and is declared in default of said contract. Grounds for declaration of default include, but are not limited to, the following:
 - a) Poor workmanship
 - b) Unable to secure and maintain the proper licenses and insurance requirements
 - c) Continued violation of a contract start or completion date
 - d) Abuse of change-order provisions
 - e) Bankruptcy or insufficient financial resources to complete work
2. The contractor's and subcontractor's conduct toward program clients is inconsistent with public policy.

7.2.2 Standards for Minority/Female-Owned and Specialty Contractor List

A minority/female-owned and specialty contractor is a firm specializing in one or more construction trades in which more than half of the assets are owned and controlled by a minority or female person or persons.

Prior to commencement of any work funded through CDD, the company must meet the following additional standards.

1. The contractor must submit the appropriate Equal Employment Opportunity forms in an acceptable manner.
2. The contractor must provide evidence that she/he has insurance of the type and minimum amounts cited in Standards for Qualified General Contractor List.
3. The contractor is capable of securing building and utility permits as necessary for the construction work proposed by the contractor.
4. The contractor is judged by CDD to have an acceptable record of performance, integrity, financial resources, and technical expertise as determined by investigation of information requested by CDD and provided by the contractor.

7.3 Self-Help in Rehabilitation Assistance Programs

Self-help is not allowed in any project funded in accordance with this manual.

7.4 Rehabilitation Projects in Conjunction with non-profit agencies including Empty Tomb, Inc.

Rehabilitation assistance through programs described in this manual is limited to a maximum funding amount per program. Recognizing that some projects cannot be completed at that cost, CDD may enter into a cooperative arrangement with a non-profit service organization such as Empty Tomb, Inc., a private, non-profit social service organization based in Champaign. CDD will provide CDBG funds to a homeowner for purchase of building materials up to the maximum amount available per program. The materials are then installed by the organization staff and volunteers pursuant to a contract between the organization and the homeowner. Staff and volunteers of such organizations are not eligible for reimbursement for their labor. The decision to involve any non-profit service organization in the project is ultimately made by the homeowner.

Non-profit agencies may be utilized through the Village of Rantoul's Housing Rehabilitation Program on a case- by-case basis as determined by the work to be accomplished, funding availability, and time allotted for the project. The Village shall enter into a memorandum of understanding with the agency to provide funding for the materials and specialty contractors required to complete the project. Non- profit agencies and volunteers are not eligible for reimbursement for their time and labor. The agencies shall be required to submit proof of insurance. All policies shall be written with insurance carriers qualified to do business in the State of Illinois.

- 1) Worker's Compensation Insurance - Per Illinois Statutory Requirements
- 2) Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures.
 - i. All premises and operations.
 - ii. Explosion, collapse, and underground damage.
 - iii. Contractor's Protective coverage for independent contractors or subcontractors employed by him/her.
 - iv. Contractual Liability for the obligation assumed in the Indemnification and Hold Harmless agreement of the contract.
 - v. Personal Liability endorsement with no exclusions pertaining to employment.
 - vi. Products and completed operations coverage. Combined single limits of at least one million (\$1,000,000) per occurrence.
- 3) Automobile Liability – Combined single limits of at least Five Hundred Thousand (\$500,000) per occurrence bodily injury/property damage. Auto liability shall include owned, non-owned, and hired vehicles.
- 4) Umbrella Liability Policies may be used to satisfy the limits named above.
- 5) Pollution Liability (if applicable) - as required by the State of Illinois Department of Public Health for Lead Abatement Contractors. Involvement by a non-profit agency is determined on a case-by-case basis but is generally limited to a portion of the rehabilitation work at any particular site. Work is based on the type of renovation

to be undertaken and on the availability of volunteers. Work requiring licensing such as electrical, plumbing, etc. shall be completed by licensed subcontractors and shall be paid accordingly. Requests for payment submitted by the non-profit agencies to CDD (or its designee) shall be reviewed by CDD (or its designee) for reasonableness and completeness.

Reimbursement for any material purchases may be disallowed if the CDD (or its designee) determines that the material cost significantly exceeds the suggested retail price of the material or if the CDD (or its designee) determines upon inspection of the property that the material has not been used in the rehabilitation. CDD (or its designee) shall encourage non-profits to purchase material supplies from Champaign County vendors whenever possible.

APPENDIX A: HUD PART 5 INCOME DEFINITIONS

The primary reference manual for this Appendix shall be the *“Technical Guide for Determining Income and Allowances for the HOME Program”* (3rd Edition, January 2005).

HUD Part 5 Income Inclusions:

- 1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services (before any payroll deductions).
- 2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
- 3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- 4) The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except Supplemental Security Income (SSI) or Social Security).
- 5) Payments in lieu of earnings, such as unemployment and disability compensation, worker’s compensation and severance pay (except for certain exclusions, as listed in paragraph 3 under Income Exclusions).
- 6) Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income:
 - a) Qualify as an assistance under the TANF program definition at 45 CFR 260.31; and
 - b) Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c).
 - c) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

1. the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; **plus**
 2. the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- 7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
 - 8) All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 8 of Income Exclusions).

HUD Part 5 Income Exclusions

- 1) Income from employment of children (including foster children) under the age of 18 years.
- 2) Payments received for the care of foster children or foster adults (usually persons with disabilities unrelated to the tenant family who are unable to live alone).
- 3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).
- 4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
- 5) Income of a live-in aide (as defined in 24 CFR 5.403).
- 6) Certain increases in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671(a))
- 7) The full amount of student financial assistance paid directly to the student or to the educational institution.
- 8) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- 9) Self-Sufficiency Program Income.
 - a) Amounts received under training programs funded by HUD.
 - b) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
 - c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program.
 - d) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances

the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time.

- e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participated in the employment training program.
- 10) Temporary, nonrecurring, or sporadic income (including gifts).
- 11) Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.
- 12) Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household or spouse).
- 13) Adoption assistance payments in excess of \$480 per adopted child.
- 14) Deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
- 15) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- 16) Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
- 17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to housing owners identifying the benefits that qualify for this exclusion.

Updates will be published and distributed when necessary. The following is a list of income sources that qualify for that exclusion.

- 1) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977.
- 2) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through AmeriCorps, VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions).
- 3) Payments received under the Alaskan Native Claims Settlement Act.
- 4) Income derived from the disposition of funds to the Grant River Band of Ottawa Indians.
- 5) Income derived from certain submarginal land of the United States that is held in trust

- for certain Indian tribes.
- 6) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (LIHEAP).
 - 7) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721).
 - 8) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands.
 - 9) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs.
 - 10) Payments received from programs funded under Title V of the Older American's Act of 1985 (Green Thumb, Senior Aides, Older American Community Service
 - 11) Employment Program).
 - 12) Payments received on or after January 1, 1989 from the Agent Orange Settlement.
 - 13) Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.).
 - 14) Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments.
 - 15) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.
 - 16) Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps).
 - 17) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.
 - 18) Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990.
 - 19) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran.
 - 20) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act.
 - 21) Allowances, earning, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

EXHIBIT B:
FY2017 Median Family Income Limit Summary for Champaign County, Illinois
(To be updated annually or as provided by HUD)

Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
80% MFI Limit*	\$38,950	\$44,500	\$50,050	\$55,600	\$60,050	\$64,500	\$68,950	\$73,400

* This figure is calculated and set by HUD, and is updated annually. This table contains figures current as of April **11, 2017**

SOURCE: U. S. Department of Housing and Urban Development

APPENDIX C

Credit Reports & Title Searches

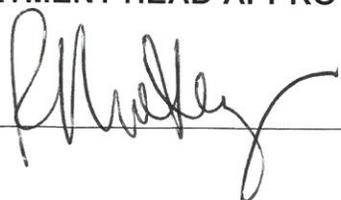
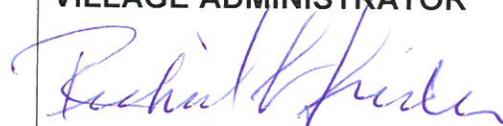
Each applicant for the Full-Home Deferred Loan and the Minor Home rehabilitation programs must have their credit report reviewed. The purpose of this review is to verify that the property owner has not filed bankruptcy, all previous bankruptcies have been discharged, and to determine the current balance of any mortgages filed against the property. The Village of Rantoul Community Development Department currently has an account with *TransUnion Direct* to provide the credit reports and reports can be requested through its website.

Title searches need to be reviewed for all applicants of the Full-Home Deferred Loan and Minor Home rehabilitation programs. Title searches provide the number of and types of liens that have been filed against the property and whether any property taxes have been unpaid or sold. The outstanding balance of the liens may reduce the amount of work that can be completed through any of the rehabilitation programs. Title searches are requested from *Chicago Title Insurance Company* and can be requested through its website.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 6

ITEM: Private Activity Bond Cap Allocation/ Homebuyer Down Payment Assistance Program	DEPARTMENT: Economic Development
AGENDA SECTION: Economic Development	AMOUNT: \$0.00
ATTACHMENTS: (X) Ordinance () Resolution () Supporting Documents	DATE: Tuesday, April 3, 2018
SUMMARY HIGHLIGHTS:	
<p>The Home Buyer Assist Program provides qualified individuals and families in Rantoul with a 3% cash grant to pay all or most of their closing costs when purchasing home. A portion of the cash grant may also be utilized to offset the home loans down payment. The program also provides the homebuyer with tax credits on the interest paid up to \$2,000.00. The assistance applies to 30 year fixed rate FHA/VA/RD mortgages.</p> <ul style="list-style-type: none"> • The Village has ceded its volume cap for over 10 years. • Marketing/promotion of the Assist Program will consist of Village website ads, social media, and local media outlets. • The attached list of banks and mortgage institutions are participating in the Assist Program. • Local realtors will be notified of the Assist Program and its promotions that benefit potential Village of Rantoul homebuyers. 	
RECOMMENDED ACTION: Cede \$1,358,000 in private activity bond cap allocation to be applied to the issuance of single family mortgage revenue bonds.	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR
	

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 2 OF 6

SUBJECT: Private Bond Cap Allocation/Home Buyer Down Payment Assistance Program

DEPARTMENT: Economic Development

BACKGROUND/DISCUSSION:

The IRS Code allows communities to issue tax-exempt bonds for private uses such as homeownership and is not considered a debt to the community. Any of the bonds not used by the community are recaptured by the State of Illinois. The Village of Rantoul can use \$1,358,805 in private activity bond cap allocation.

A private activity bond is a tax-exempt bond issued by a local or state government for the purpose of financing a project owned and operated by a private user. Private activity bonds issued by a city are special obligations and do not give rise to a charge against the general credit or taxing power of the city.

In accordance with the IRS Code, each home-rule entity in Illinois is allowed to issue private activity bonds in the amount of \$105 per capita population of 2018. For Rantoul, this equals \$1,358,805, based upon a population of 12,541. The Village of Rantoul may use its allocation, allow its allocation to be recaptured by the State of Illinois, or voluntarily cede its allocation to any other home rule unit of government, the State of Illinois, or any other non-home rule unit of government. Any unused allocation will automatically be recaptured by the State of Illinois.

Private activity bond cap can be used to address individuals and families that may be interested in homeownership in the Village of Rantoul.

The City of Aurora implements the state wide Homebuyer Assist Program. This program provides qualified individuals and families in Rantoul with a 3% cash grant to pay all or most of their closing costs when purchasing home. A portion of the cash grant may also be utilized to offset the home loans down payment. The program also provides the homebuyer with tax credits on the interest paid up to \$2,000.00. The assistance applies to 30 year fixed rate FHA/VA/RD mortgages.

Illinois Assist Lenders

In Champaign County

Busey Bank

(217) 892-4121

1231 E Grove Ave, Rantoul, IL 61866

<http://www.buseymortgage.com/Default.aspx>

Central Illinois Bank (CIBM)

(217) 328-7000

1514 N Cunningham Ave, Urbana, IL 61802

<https://www.centralillinoisbank.com/loans.html#mortgage>

First Midwest

(217) 378-7640

812 W Springfield Ave, Champaign, IL 61820

<https://www.firstmidwest.com/mortgage/>

Heartland Bank and Trust Company

(217) 359-5555

602 S Vine St, Urbana, IL 61801

<https://www.hbtbank.com/mortgage-loans>

PrimeLending, a Plains Capital Company

2009 Fox Dr A, Champaign, IL 61820

(217) 355-3800

https://lo.primelending.com/champaign?utm_source=Yext&utm_medium=Listings&utm_campaign=Champaign

Online

LoanDepot.com, LLC

(888) 983-3240

<https://www.loandepot.com>

Guaranteed Rate Inc

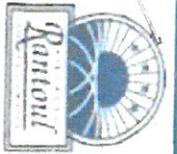
(866) 934-7283

<https://www.guaranteedrate.com>

Others

- 1st Advantage Mortgage LLC – **changed name to Draper and Kramer** - <https://www.draperandkramer.com> – in Decatur
- Allied First Bank - <https://www.alliedfirst.com/home/home> - Oswego
- Alpine Bank & Trust Co - <https://www.bankalpine.com> - Rockford

- American Chartered Bank – **bought by MB Financial** - <https://www.mbfinancial.com> – Tinley Park
- BBMC Mortgage, a Division of Bridgeview Bank Group - <https://www.mybbmc.com> - Lombard
- Blackhawk Bank - <https://homeloans.blackhawkbank.com> - Belvidere
- Caliber Home Loans - <https://www.caliberhomeloans.com> - Peoria
- Compass Mortgage, Inc - <http://www.compmort.com/loans/loan-programs/> - Warrenville
- Fairway Independent Mortgage Corporation - <https://www.fairwayindependentmc.com/loans-options> - Effingham
- First Centennial Mortgage - <http://www.gofcm.com/loan-options/> - Lisle
- First State Bank of Illinois - <https://www.fsbcorp.com/index.cfm/mortgage-center> - Pekin
- Inland Home Mortgage - <http://www.inlandhomemortgage.com/default.aspx> - Hillside
- Mortgage Services III (MSI) - <http://www.msieasypath.com> - Bloomington
- Town and Country Bank - <https://www.townandcountrybank.com> - Mt. Zion
- Wells Fargo Home Loans - <https://www.wellsfargo.com/mortgage/> - Bloomington



Want a home of your own, but can't meet the down payment and closing costs?

The Village of Rantoul, in association with a number of Illinois communities, offer a two-pronged approach to assist homebuyers: The Assist program provides families with funds to pay all or most of their closing costs and down payment and the Mortgage Credit Certificate ("MCC") program reduces the homebuyer's ongoing cost of borrowing.

What is Assist?

Assist is a program that offers individuals and families with a FHA/VA/RD, 30-year, fixed-rate mortgage and offers a full 3.00% cash grant on the amount borrowed on a mortgage to qualified home buyers for homes in Rantoul. The cash assistance may be used to offset some or all of the home loan's down payment and closing costs. The Assist program minimizes the amount of money you need on hand to purchase your home.

What are Mortgage Credit Certificates?

MCC's are a federally authorized program created as an alternative to tax-exempt housing bonds to reduce effective interest costs for qualifying homebuyers. MCC's allow the homebuyer to qualify for a federal income tax credit equal to a percentage of the interest paid on their home loan each year. MCC holders still qualify for a regular deduction of the remaining interest paid on their home loan.

	Without MCC	With MCC
Mortgage Amount	\$100,000	\$100,000
Mortgage Interest Rate*	4.50%	4.50%
Monthly Mortgage Payment (first year interest = \$4,467.00)	\$506.69	\$506.69
MCC Rate	N/A	25%
Monthly Credit Amount (First Year Average) (25% of \$4,467.00 is first year credit)	N/A	\$93.06
"Effective" Monthly Mortgage Payment	\$506.69	\$413.63

*The interest rate indicated is only for representation purposes. Please check the Illinois Assist website: <http://www.ehousingplus.com/available...programs/illinois/illinois-assist/> or the contact below for today's rate.





ASSIST Homeownership Program

What Type of Home Can I Buy And How Much Can I Spend?

Homes that meet the program guidelines are new or existing, owner-occupied, single family homes, town homes and condominiums. Purchase Price and Income Limits are as follows:

Purchase Price Limits:

<u>Non-Targeted Area</u>	<u>Targeted Area</u>
\$255,573	\$312,368

Income Limits:

<u>Non-Targeted Area</u>		<u>Targeted Area</u>	
<u>1 or 2 persons</u>	<u>3 or more</u>	<u>1 or 2 persons</u>	<u>3 or more</u>
\$74,100	\$85,215	\$88,920	\$103,740

How Do I Sign Up?

1. **Contact Angela Conover at (312) 664-5656 or angelaconover@earthlink.net**
2. Meet the program guidelines and qualify for the new home.
3. Close on your purchase and enjoy your new home.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE _____ OF _____

ITEM: Crime Free Housing Ordinance	DEPARTMENT: Police Department
AGENDA SECTION:	AMOUNT: N/A
ATTACHMENTS: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents	DATE: 04/03/18
SUMMARY HIGHLIGHTS:	
<p>Proposal: The Police Department requests the Village to pass a Crime Free Housing Ordinance.</p> <p>Crime Free Housing was first developed in Mesa, Arizona in 1992 to assist tenants, owners, and managers of rental properties in keeping drugs and other criminal activity away from their rental properties. Since its inception, the program has been implemented in over 2000 communities in more than 48 states, including numerous communities in Illinois.</p> <p>The Crime Free Housing Ordinance will require any owner of residential rental property with 2 or more units or who own 2 or more single residential units within the Village of Rantoul to include a Crime Free Addendum to all of their leases entered into after June 1, 2018; no later than June 1, 2019 all leases must include the addendum.</p> <p>The Crime Free Housing Ordinance also declares it a public nuisance for an owner/agent to allow or permit criminal activity to take place on or within any rental property if the owner/agent had knowledge or reasonably should have known of facts indicating a reason to believe that such criminal activity: was about to occur or was occurring and took no action reasonably calculated to prevent or stop such criminal activity, or occurred and took no action reasonably calculated to prevent the same or similar criminal activity from happening again.</p> <p>The Crime Free Ordinance require owners, or a designated representative of the rental property, to complete a four hour mandatory training provided by the Rantoul Police Department, no later than 12/31/2018.</p> <p>Many communities with a Crime Free Housing Ordinance have seen dramatic decreases in calls for police service after crime free housing programs were</p>	

implemented.

Our expectations, if the ordinance is approved, is that the Village will experience a:

- Reduction in crime
- Decreased calls for service
- An improved quality of life for the residence of Rantoul
- An increased in property values

RECOMMENDED ACTION: Approve

DEPARTMENT HEAD APPROVAL



VILLAGE ADMINISTRATOR



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
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ITEM: Engineering Services to Design the Airport Improvement to Construct a Wildlife Deterrent Fence (Phase 3)	DEPARTMENT: Public Works - Aviation
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AGENDA SECTION:	AMOUNT: \$52,532.52 - IDOT (95%) <u>\$2,764.87 - Village (5%)</u> \$55,297.39 - Total
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ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: March 20, 2018
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SUMMARY HIGHLIGHTS:

This Agenda Item provides for an engineering service agreement with Burns & McDonnell (airport consultant: 2013-2018) to develop the plans and specifications for construction of Phase 3 of the wildlife deterrent fencing. The proposed fencing is located in two (2) areas; one is at the southwest corner of the airfield (near the campground) and the other is behind the Fixed Base Operator (FBO) building. The construction of this fence will serve as a wildlife deterrent and fully secure the remainder of the airfield. The Village is responsible for five percent (5%) of the project design costs (\$2,764.87), while the remaining funds will be provided by the Illinois Department of Transportation Division of Aeronautics. IDOT has reviewed and provided initial approval of this agreement.

This work was identified as the next improvement from the Airport's 2016 submission in the long-range Transportation Improvement Program (TIP). Design will be undertaken this spring with project letting to be determined at the upcoming pre-design meeting. The estimated project cost is \$608,000.00. The Village will be responsible for five percent (5%) of these costs (\$30,400.00), while the remaining funds will be provided by FFY-2018 State Apportionment Funds (\$398,700.00), FFY-2018 Non-Primary Entitlement Funds (\$148,500.00), and a State Match (\$30,400.00). The Village's component will be included in the upcoming Village FY2019 Budget.

This work will be staged to minimize conflicts with critical airport users.

RECOMMENDED ACTION: Authorize an engineering service agreement with Burns & McDonnell in the not-to-exceed amount of \$55,297.39 (Village share of \$2,764.87) for the development of plans and specifications for the construction of Phase 3 of the wildlife deterrent fencing.

DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. <i>gh</i> Eric Vences	VILLAGE ADMINISTRATOR: Rick Snider <i>Rick Snider</i>
---	--

AGENDA PAGE NUMBER:



Illinois Department of Transportation

Office of Planning and Programming
2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 31, 2017

Eric Vences
Airport Manager
Rantoul National Aviation Center Airport-Frank Elliott Field
333 S. Tanner
Rantoul, IL 61866

Dear Eric Vences:

The Illinois Department of Transportation's Airport Improvement Program provides funding for projects at airports throughout the state to ensure the continuation of safe and efficient operations at these facilities and maximize opportunities for economic development in Illinois.

The projects detailed herein were selected for your airport based on project requests submitted to the Department during the Fall 2016 Transportation Improvement Program (TIP) meetings. This program is based on Federal Aviation Administration (FAA) funding levels established in federal legislation which provide for a minimum of \$1 million in entitlement funds for primary airports and a maximum of \$150,000 entitlement funds for non-primary airports. Federal legislation calls for a maximum 90% federal match. As such, the state and local match will be 5% each for all projects which are eligible for state funding. All other federal projects will require a minimum 10% local match.

Funding for the Illinois Airport Improvement Program is depended upon receipt of Federal Fiscal Year (FFY) 2018 federal funds, legislative authorization of state appropriations, and the release of funds by the Governor's Office.

The Department and the Airport Sponsor hereby agree to participate in the project indicated below at the designated funding levels. **The Airport Sponsor shall pay any additional project costs which exceed the total sum of Department funds and federal funds, planned and programmed.** In the event the Illinois General Assembly fails to appropriate funds, or sufficient funds are otherwise not made available for these projects, the Airport Sponsor will be required to pay the State and local costs as itemized below. This will include any amount which exceeds the totals listed.

Projects were selected based on the FAA's National Priority System as well as other state and local priorities.

The project "**Phase 3: Construct Wildlife Deterrent Fence**" will be funded as follows:

FFY-2018 State Apportionment	\$398,700
FFY-2018 Non Primary Entitlement	\$148,500
State Match	\$30,400
Local Match	\$30,400
<hr/> Total Cost	<hr/> \$608,000 ✓

The Office of Intermodal Project Implementation (Aeronautics) letting schedule for construction projects must be strictly followed to ensure projects are advertised and brought to letting in an organized manner within the fiscal year in which they are programmed. The letting schedule allows for 30 weeks to develop a project from the date of the pre-design meeting to the letting.

To ensure eligibility for state and federal funding participation, you are required to enter into a professional services agreement with the consultant of record selected for the programmed project prior to any costs being incurred. This should take place prior to the project initiation/pre-design meeting. Aeronautics will facilitate this process, as well as the initial development and review of fees.

The project contained in this letter is officially programmed for development and this letter constitutes the official "**Notice to Proceed**". It is now the Airport Sponsor's responsibility to initiate the professional services phase of the project. Please contact Aeronautics, either directly or through your consultant, to schedule a project initiation meeting.

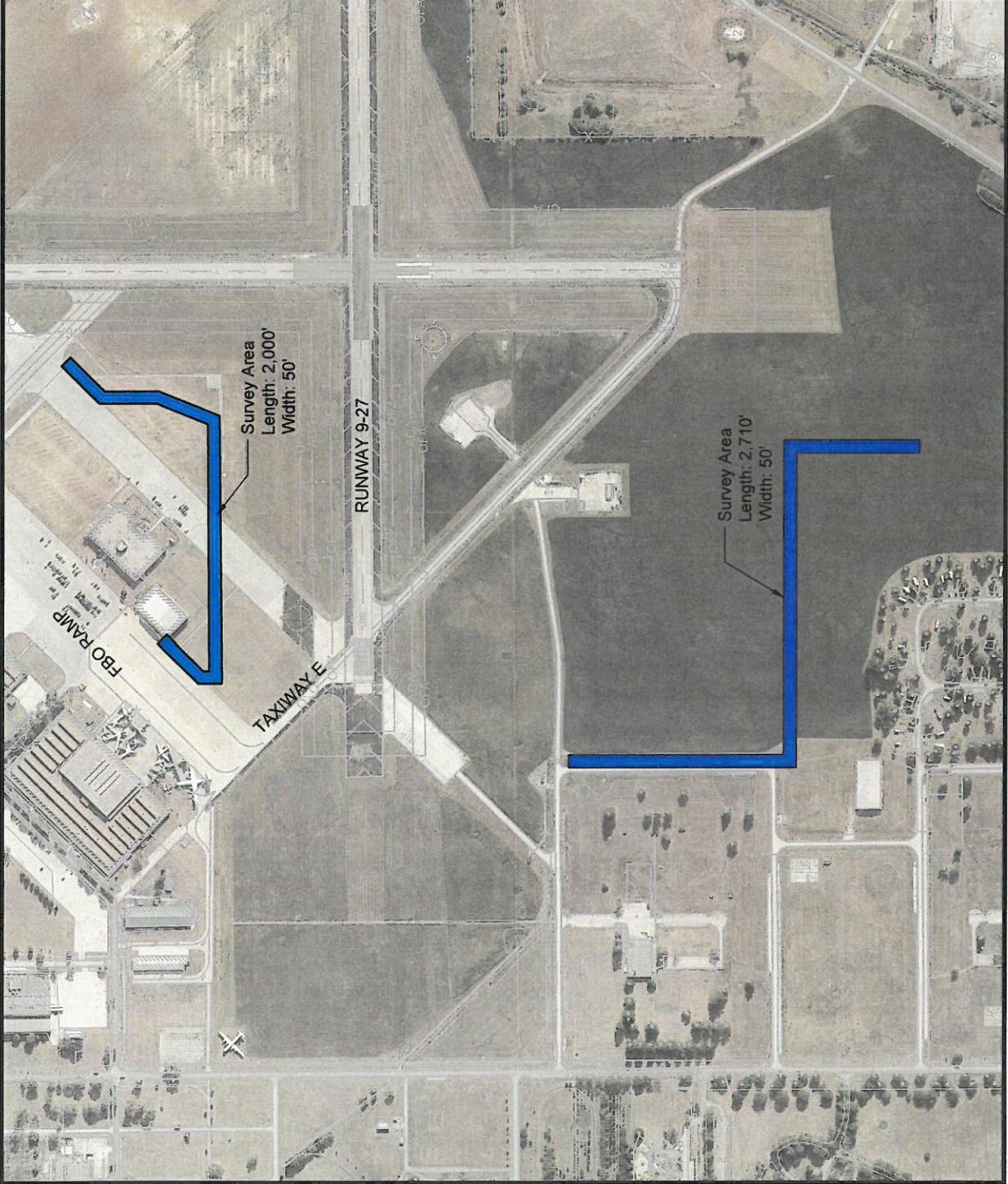
Your Aeronautics Design Engineer is Alan Mlacnik, P.E. and he may be reached at 217-785-4884 to initiate the project. **Please initiate the programmed project within one year of the date on this letter.**

Please contact myself in the Office of Planning and Programming at 217.782.4118 or Richard Borus in Aeronautics at 217.785.0056 if you have questions regarding this program letter.

Sincerely,



BJ Murray
Section Chief, Aviation Program Planning



LEGEND:

PERIMETER FENCE
SURVEY LIMITS



FIGURE 1
RANTOUL AIRPORT
TOPOGRAPHIC SURVEY
EXHIBIT



ATTACHMENT B
DESIGN PHASE SERVICES
ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	\$14,262.00	(ATTACHMENT B-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	\$30,704.66	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	_____	
Meals/Per Diem ^{2,3}	_____	
Transportation ²	\$282.00	
Materials & Supplies	_____	
Printing	\$236.00	
CADD time ⁴	_____	
Other Costs (excluding outside services)	\$60.00	
4. <u>Fixed Payment</u> ⁵	\$7,002.73	
5. <u>Outside Services</u>	\$2,750.00	
Cost Plus Fixed Payment		
Total Amount Not to Exceed	\$55,297.39	✓
OR		
Lump Sum		
Total Amount Not to Exceed	_____	

Estimated Construction Cost: \$493,700.20 ✓ (ATTACHMENT T)

Attach a sketch labeled ATTACHMENT P in sufficient detail to clearly delineate the proposed areas of work.

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ENGINEER'S ESTIMATED COST OF CONSTRUCTION
 RANTOUL NATIONAL AVIATION CENTER
 RANTOUL, ILLINOIS
 WILDLIFE DETERRENT FENCE (PHASE 3 & PHASE 4)
 11/30/2017

ITEM NO.	BID ITEM NO.	DESCRIPTION OF WORK	UNITS	EST. QTY.	TOTAL PROJECT COST	
					UNIT COST	ITEM COST (TOTAL)
1	AR150520	Mobilization	LS	1.00	\$23,509.54	\$23,509.54
2	AR800239	Class E Fence with Barbed Wire	LF	5,600.00	\$55.17	\$308,934.08
3	AR800016	Wildlife Deterrent Barrier	LF	5,600.00	\$21.22	\$118,820.80
4	AR162612	Class E Gate 12'	EA	4.00	\$10,609.00	\$42,436.00
		TOTAL ESTIMATED CONSTRUCTION COST				\$493,700.42
		FAA ADMINISTRATION FEE (1% OF CONST. COST)				\$4,937.00
		ESTIMATED DESIGN AND CONSTRUCTION SERVICES FEE				\$108,614.09
		TOTAL ESTIMATED PROJECT COST				\$607,251.52



Illinois Department of Transportation

Office of Planning and Programming
2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 31, 2017

Eric Vences
Airport Manager
Rantoul National Aviation Center Airport-Frank Elliott Field
333 S. Tanner
Rantoul, IL 61866

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Please contact myself in the Office of Planning and Programming at 217.782.4118 or Richard Borus in Aeronautics at 217.785.0056 if you have questions regarding this program letter.

Sincerely,



BJ Murray
Section Chief, Aviation Program Planning

ATTACHMENT S

**CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL /
ADMINISTRATIVE EXPENSE RATE LETTER**



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 6, 2017

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Tom McCay
BURNS & MC DONNELL ENGINEERING, INC
200 W Adams St.
1600
Chicago, IL 60515

Dear Tom McCay,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2016. Your firm's total annual transportation fee capacity will be \$48,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 215.29% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2017. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Maureen M. Addis
Acting Bureau Chief
Bureau of Design & Environment

**SEFC PREQUALIFICATIONS FOR BURNS & MC DONNELL ENGINEERING,
INC**

CATEGORY	STATUS
Special Services - Sanitary	X
Special Studies - Location Drainage	X
Airports - Design	X
Special Services - Mechanical	X
Environmental Reports - Environmental Impact Statement	X
Special Services - Landscape Architecture	X
Location Design Studies - New Construction/Major Reconstruction	X
Special Services - Construction Inspection	X
Structures - Highway: Typical	X
Structures - Railroad	X
Special Services - Electrical Engineering	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Transportation Studies - Railway Engineering	X
Airports - Construction Inspection	X
Structures - Highway: Advanced Typical	X
Hydraulic Reports - Pump Stations	X
Structures - Highway: Simple	X
Structures - Moveable	X
Structures: Major River Bridges	X
Special Studies - Safety	X
Special Studies - Traffic Signals	X
Airports - Planning & Special Services	X
Structures - Highway: Complex	X
Highways - Freeways	X
Special Studies - Feasibility	X
Highways - Roads and Streets	X
Special Studies - Traffic Studies	X
Environmental Reports - Environmental Assessment	X
Location Design Studies - Rehabilitation	X
Special Studies - Pump Stations	X
Hydraulic Reports - Waterways: Typical	X

Hydraulic Reports - Waterways: Complex	X
--	---

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

ATTACHMENT I

CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS

ENGINEER'S ESTIMATED COST OF CONSTRUCTION
 RANTOUL NATIONAL AVIATION CENTER
 RANTOUL, ILLINOIS
 WILDLIFE DETERRENT FENCE (PHASE 3 & PHASE 4)
 11/30/2017

ITEM NO.	BID ITEM NO.	DESCRIPTION OF WORK	UNITS	EST. QTY.	TOTAL PROJECT COST	
					UNIT COST	ITEM COST (TOTAL)
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		TOTAL ESTIMATED PROJECT COST				\$607,251.52

ATTACHMENT U
RETAINER AGREEMENT

Agreement for Engineering Services
(RETAINER AGREEMENT)

THIS AGREEMENT, made at Rantoul, Illinois, this 9TH day of July, 2013 in the year 2013, by and between the Village of Rantoul (hereinafter referred to as the "Owner"), as Party of the First Part, and Burns & McDonnell Engineering Co., Inc. (hereinafter referred to as the "Engineer"), as Party of the Second Part.

W I T N E S S E T H :

WHEREAS , the Owner intends to sponsor the accomplishment of a development program in stages of a public air navigation facility known as the Rantoul National Aviation Center, located at Latitude 40°17'36.80", Longitude 88°08'32.60", in Champaign County, State of Illinois; and

WHEREAS, the development program shall be described as:

1. Rehabilitate FBO Ramp and Taxiway E – Design and Construct a 2" asphalt mill and overlay, isolated full depth patches, joint and crack sealing and pavement marking to extend the service life of the FBO ramp and Taxiway E pavement.
2. PAPI Wiring Modifications – Rewire PAPI's to be radio controlled on the Common Traffic Advisory Frequency.
3. Runway 9-27 and 18-36 Pavement Repairs - Crack and joint cleaning and sealing as well as reconstruction of localized areas of Runway 9-27 and Runway 18-36 that have settled or heaved, creating low spots and bumps. Total area is approximately 600 SY.
4. Reconstruction of Taxiway E - Re-construct and re-align Taxiway E at the west end intersection with Runway 9-27 to improve the pavement condition and durability and bring the pavement geometry into conformance with the FAA standards.
5. Construct Perimeter Security Fence (Phase 3) - Construct approximately 3,150 ft of new fence around the apron to prevent wildlife access and control human access to the airfield.
6. Southwest Perimeter Fence (Phase 4) - Design and construct approximately 3,500 ft of security fence in SW quadrant to prevent wildlife access and control human access to the airfield.
7. Drainage Study (Phase 2) - Airfield Drainage Study
8. Rehabilitate Hangar 4 (Grissom Hall) - Design and construct rehabilitation of

- existing Hangar 4 (Grissom Hall) structures, including asbestos and lead based paint abatement.
9. Self Service Fueling Equipment - Install self-service fueling equipment to improve FBO efficiency and reduce service wait times.
 10. Rehabilitate Runway 18/36 Pavement and Electrical System - Rehabilitate Runway 18/36 Pavement and Electrical System.
 11. Land acquisition related services.
 12. Obstruction removal of trees/power lines, etc.
 13. Demolition of buildings.
 14. Overlaying, lighting, marking and grooving (when appropriate) of runways, taxiways, aprons and tie-down areas, roads, parking lots, including grading and drainage.
 15. Extending, widening, constructing, lighting and marking of runways, taxiways and aprons, airport access roads and parking lots, T-Hangar areas, runway safety areas, and primary surfaces, including grading, drainage, stabilized shoulders and friction treatment.
 16. ALP (Obstruction survey, updates and revisions to the plan).
 17. Construction of new Taxiways and Aprons.
 18. Noise Mitigation Improvements
 19. Additional on-airport road relocations or road vacations.
 20. Airport drainage studies; major drainage improvements including possible relocation/restructuring of airport drainage ditches as well as detention/retention ponds.
 21. Fencing projects.
 22. Relocation and/or design of NAVAIDS and related components.
 23. Preparation and update of Exhibit "A".
 24. Installation or rehabilitation of airport lighting.
 25. Related preparation of environmental assessments.
 26. Preparation of project pre-applications/applications and Transportation Improvement Program (T.I.P.) sheets.
 27. Appraisal and easement/survey plat preparations.
 28. Assistance with the acquisition of maintenance or snow removal equipment including equipment storage building.
 29. Terminal building/hangar construction including site development.

30. Extension of municipal utilities to airport development areas.
31. Airport hazard zoning.
32. Wetland delineation/investigation including preparation of mitigation plans and permits.
33. Design and construction for any airfield signage compliance requirements.
34. Storm water runoff permits and control plans.
35. Utility line installations, burials and relocations.
36. Rehabilitation of runways and taxiway pavements.

WHEREAS, the Department of Transportation, Division of Aeronautics, State of Illinois is the authorized Agent of the Owner under the proposed development program (it shall be hereinafter referred to as the "Division");

WHEREAS, the Engineer agrees to furnish executed "Certification of Engineer" and certain professional engineering services enumerated hereinafter, in connection with the aforesaid development program.

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained, IT IS MUTUALLY COVENANTED AND AGREED as follows:

I. ENGINEERING SERVICES

The Engineer agrees to furnish and perform the various professional engineering services, upon request, for the preparation of the above referenced development program as follows:

A. The Planning Phase

1. Upon request by the Owner, the Engineer agrees to attend meetings and provide any professional advice, guidance and assistance in planning for the scope of work covered by the agreement.
2. Prepare and furnish any sketches, drawings, reports, cost estimates, or documents necessary for programming all or any part of the scope of work covered by this agreement.
3. Furnish the Division and the Owner the required number of sets of completed and approved documents referenced in paragraph 2 above.

4. Render clarification of any of the items provided under paragraph 2 above, when and if such clarification is deemed necessary.

B. The Preliminary Phase

1. Office Engineering

- a. Provide the Owner when requested, all elements required for the Application for Federal Assistance ready for the signatures of the Owner and submittal to the Division.
- b. Preparation of elementary sketches and supplementary sketches required achieving State and/or Federal budgeting.

C. The Design Phase

1. Upon completion of the programming and budgeting of all or any part of the scope of work covered by this agreement, the parties hereto agree to negotiate and execute an Agreement for Engineering Services covering the specifically defined parts of the scope of work which are to be funded under a specific project. The Agreement(s) will cover the Preliminary, Design, Special Services, and Construction Phases of the specific project.

II. CHARGES FOR ENGINEERING SERVICES

- A. The Owner agrees to pay the Engineer as compensation for rendering the professional engineering services hereinabove described in Section I, Paragraphs A and B, based on an approved Engineering Agreement.
- B. The Owner by a written thirty (30) day notice may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Engineer shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated by the Engineer in performing this agreement whether completed or in process. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. Engineering documentation delivered to Owner by Engineer under this agreement are not intended or represented to be suitable for reuse by Owner or

others other than for the specific purpose intended. Any such reuse by Owner shall be at Owner's sole risk and without liability or legal exposure to Engineer.

III. SPECIAL CONDITIONS

- A. It is further mutually agreed by the parties hereto that all reproducible and copies of the drawings, tracings, cost estimates, plans, and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Owner and basic survey notes and sketches, computations and other data shall be made available upon request to the Owner without restriction or limitation on their use. Engineering documentation delivered to Owner by Engineer under this agreement are not intended or represented to be suitable for reuse by Owner or others other than for the specific purpose intended. Any such reuse by Owner shall be at Owner's sole risk and without liability or legal exposure to Engineer.
- B. It is further mutually agreed by the parties hereto that the Engineer shall proceed to furnish engineering services on any part of the scope of work under the terms heretofore provided in this agreement, after the request has been made in writing by the Owner.
- C. Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this agreement and to the partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.
- D. This agreement expires upon final approval and acceptance of the completed project(s) covered by the scope of work.
- E. The Engineer agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity", as amended.
- F. The Engineer agrees that the Sponsor, the Division, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and

transcriptions, with reasonable notice to Engineer, for a period of 3 years after the acceptance of the completed project(s).

IV. SPECIAL PROVISIONS

- A. If any of the services outlined in Section I are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall provide an executed contract between the person(s) or firm and the Engineer outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the Owner for approval prior to the services being performed.
- B. During the performance of this contract, the Engineer, for itself, its assignees and successors in interest agrees as follows:
 1. The Engineer shall comply with the Regulations relative to Nondiscrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 2. The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 3. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 4. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access

to its books, records, accounts, other sources of information and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. In the event of the Engineer's noncompliance with the non-discrimination provisions of this contract, the Owner shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to –
 - (a) withholding of payments to the Engineer under the contract until the Engineer complies, and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.

6. The Engineer shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

- C. The Engineer agrees to ensure that minority business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Rantoul, Illinois, this 9th day of July, 2013.

ATTEST :



BY

[Signature]

Village Clerk

Title

VILLAGE OF RANTOUL, IL

Party of the First Part

BY

[Signature]

President

Title

ATTEST:

(SEAL)

BURNS & MCDONNELL
ENGINEERING COMPANY, INC.

Party of the Second Part

BY

[Signature]

Asst Secretary

Title

110040-01

Illinois Human Rights Number

BY

[Signature]

V.P.

Title

43-0956142

Federal Employer's
Identification Number (F.E.I.N.)

**STANDARD AGREEMENT FOR CONSULTANT SERVICES AT ILLINOIS AIRPORTS
FOR ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES**

Authorized for use by
The Illinois Department of Transportation
Division of Aeronautics
Effective: June 2012

- | | |
|--|---|
| <input type="checkbox"/> Preliminary Assessment and Schematic Design | <input type="checkbox"/> Construction Phase Services |
| <input checked="" type="checkbox"/> Design Phase Services | <input checked="" type="checkbox"/> Planning and Special Services |

THIS AGREEMENT, made at Rantoul, Illinois, this _____ day of _____ in the year 2018 by and between the Village of Rantoul (hereinafter referred to as the "Sponsor"), and Burns and McDonnell Engineering Co., Inc. (hereinafter referred to as the "Consultant").
This Agreement expires 5 years from the date of execution.

WITNESSETH

The Sponsor intends to undertake the accomplishment of a project pursuant to the development of a public air navigation facility known as the Rantoul National Aviation Center in Rantoul County, state of Illinois; and the project shall be identified as the Illinois Project No. TIP-4687; AIP Project No. 3-17-SBGP-XXXX; The following is the detailed project title and description from the Illinois Department of Transportation's Office of Planning and Programming (OP&P) program letter which shall be carried through the development of the project (attach supplemental information as necessary in Section I.G., Detailed Scope of Services): Phase 3: Construct Wildlife Deterrent Fence

A detailed sketch of the proposed work, labeled ATTACHMENT P, shall be attached.

In consideration of the benefits which will accrue to the parties hereto by virtue of the Agreement and the respective covenants herein contained, IT IS MUTUALLY COVENANTED AND AGREED as follows:

The Consultant agrees to furnish executed "Certification of Engineer" and certain professional engineering services enumerated herein-after, in connection with the implementation and development of the aforesaid project.

The Department of Transportation, Division of Aeronautics within the state of Illinois shall act as Agent of the Owner/Sponsor for all matters involving the development of any public air navigation facility by virtue of the Illinois Aeronautics Act. The Illinois Aeronautics Act requires and directs the Illinois Department of Transportation, Division of Aeronautics (hereinafter referred to as the "Department") to "*regulate and supervise aeronautics within this state*", with "*aeronautics*" defined as "*...the design, establishment, construction, extension, operation, improvement, repair or maintenance of airports...*". The Department shall not expend any funds appropriated, or made available...for any work upon any such project that is not contracted for and constructed or developed under the supervision or direction of the Department. Financial assistance may include reimbursement to eligible airport Sponsors for...engineering costs directly related to projects financed in whole or in part by federal/state monies provided such engineering costs were approved by the Department prior to the payment of these costs by the airport Sponsor. The approval of engineering costs prior to payment shall qualify those costs for federal/state reimbursement but shall not constitute an obligation of federal/state funds.

Since the services contemplated under this Agreement are professional in nature, it is understood that the Consultant, acting as an individual, partnership, firm or other legal entity, is of professional status and will be governed by professional ethics in their relationship to the Department and the Sponsor. The Department acknowledges the professional and ethical status of the Consultant by approving this Agreement and the associated fees for federal/state eligibility (either in whole or part) on the basis of their qualifications and experience and determining their compensation by mutually satisfactory negotiations.

Any additions/deletions, revisions/modifications to this Agreement without the expressed written consent of the Department shall void this Agreement as it relates to state and federal funding participation eligibility.

I. ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES

The Consultant agrees to perform various professional engineering and planning services and provide necessary and required information pursuant to the accomplishment of the above referenced project.

It is understood that meetings will be common to all phases. The Consultant will coordinate project kick-off, pre-design and pre-construction meetings and project status update meetings, as required, in order to resolve project issues with the Department, Sponsor and/or other regulatory and review agencies. The Department shall be notified of scheduled agency meetings and given the opportunity to participate. Meetings for which effort will be billed shall be thoroughly documented by minutes with copies distributed to the Sponsor and the Department within 10 days of the meeting. Failure to properly document meeting discussions could result in the loss of part or all of the professional services compensation eligibility associated with this activity.

A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN

This phase includes activities required for agency coordination and permit development, non-routine surveys, testing and architectural/engineering preliminary design considerations of a project. Elements of this phase may include development of architectural schematic building designs and reports, non-routine geological and field investigations (soil borings and pavement cores), DCP testing, FWD testing (when used to evaluate pavement as part of a strengthening project), coordination of FAA reimbursable agreements, coordination of utility relocation agreements, coordination of force account activity (must be pre-approved by the Department in writing).

The Consultant shall furnish and/or perform engineering reconnaissance necessary for the preparation and development of an engineering report, bidding documents (design plans and specifications) including topographic field surveys, crack surveys, and sampling and testing for routine soils investigations (in accordance with ATTACHMENT J – Testing Schedule & ATTACHMENT K – Testing Rates & Cost Summary).

This phase will culminate in the submittal of a detailed engineering report with project alternatives and design recommendations and project completion timeline assessment.

The Consultant shall furnish an engineering report in accordance with standard practices and the provisions of ATTACHMENT E – Engineering Report. The report will include an analysis of preliminary surveys, geotechnical testing and alternative designs and include final project design recommendations.

The project completion timeline assessment will identify necessary effort required to complete the final project design (complete construction plans and specifications). This phase of project development will represent approximately 35% of the project design timeline. Project formulation should be consistent with the TIP submittal and the program letter project description (ATTACHMENT R). If not, identify components that have changed as a result of the preliminary assessment and schematic design analysis.

A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS A / A1.

B. DESIGN PHASE SERVICES

This phase shall include activities required to accomplish a project design in accordance with the established Aeronautics letting schedule project design timeline and approved letting date determined at the pre-design meeting. Requests for time extensions beyond the previously agreed-to submittal deadline dates (as established in the Department's Letting Schedule, ATTACHMENT Q, and this Agreement) must be made to the Department in writing not less

than 5 days prior to the due date of the submittal. The request for extension must be signed by a principal/officer of the Consultant's firm. Incomplete submittals will not be accepted. Milestone submittals include the engineering report (at 35% design timeline), plan / spec review (at 80% design timeline) and final submittal of all deliverables (at 100% design timeline). A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS B / B1. Elements of this phase may include:

1. CONSTRUCTION PLANS, SPECIAL PROVISIONS AND ESTIMATES

The Consultant shall prepare and furnish for Department review and comment construction plans, special provisions and construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) at the 80% project design timeline with detailed estimate of costs, estimated DBE participation goal and working/calendar day flow chart, for the particular design authorized in this Agreement.

2. CLARIFICATION OF PLANS

The Consultant shall render clarification of the construction plans and specifications, when and if such clarification is deemed necessary.

3. BIDDING ASSISTANCE

The Consultant shall assist the Sponsor and/or Department in the bidding process, analyze and summarize bid results.

C. CONSTRUCTION PHASE SERVICES

This phase shall include all basic services after the award. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS C / C1.

1. OFFICE ENGINEERING

a. SHOP DRAWINGS

Review the detailed construction, shop and erection drawings submitted by the contractor(s) for compliance with design concepts.

b. SUPPLEMENTARY SKETCHES

Preparation of elementary and supplementary sketches plus estimates required to resolve actual field conditions.

c. RECORD DRAWINGS

The Consultant shall prepare Record Drawings within thirty (30) days after the official Notification from the Department of the Official Acceptance of the Construction Work; and after approval by the Department, furnish said Department with one (1) set of such record drawings. The submittal format shall be in accordance with the current policies of the Department.

d. MATERIALS CERTIFICATION

Prior to reporting a pay item quantity for payment, the materials used and incorporated in, or associated with the pay item, shall be verified for specification compliance by the Consultant. The Consultant shall obtain and review all certifications and/or test results required by the policies of the Department and the Department's *Manual for Documentation of Airport Materials*. At the completion of, or any time prior to the completion of the final quantity of a pay item, the Consultant shall submit the aforementioned material certifications and/or test results, that were utilized for acceptance of material, to the Department for review and final approval.

Prior to final payment of engineering services under this agreement, the Consultant shall have submitted required certifications and test results to the Department, and the Consultant shall have signed the Department's MATERIALS CERTIFICATION FORM.

2. FIELD ENGINEERING

a. RESIDENT ENGINEER APPROVAL

The Consultant agrees to furnish the name and qualifications of the Resident Engineer in writing for approval of the participating agencies prior to the preconstruction conference that shall attend said preconstruction conference and shall perform the various professional engineering services required of the Resident Engineer in 2.b. thru 2.f. below and inspection of construction.

b. DAILY DIARY

The Resident Engineer shall maintain a daily diary. Copies shall be forwarded to the Department (ATTACHMENT F).

c. DUTIES OF RESIDENT ENGINEER

Furnish full time (unless part time is approved by the Sponsor and/or Department) Resident Engineering of construction including project inspection, field testing, and furnish surveying at the site of the work, whose duties shall include all reasonable, proper and customary duties as are usually and customarily furnished in connection with the general engineering of construction of such improvements, including but not limited to the following:

- i. Performance of acceptance and quality assurance tests when required by Department policy and/or contract specification. Examples of these tests include but are not limited to: Testing concrete for slump and air content; testing concrete for strength; testing bituminous concrete pavement for density using the nuclear method and using the Bulk Specific Gravity Method. Obtaining representative samples of miscellaneous materials such as paint, geotextile fabric, joint sealer, epoxy, polyester resin, etc. for testing as necessary, and/or as directed by the Department; performance of field density tests of earthwork embankments, backfills and subgrade; field density tests of subbase and base courses, and moisture content tests on materials where applicable; and, laboratory proctor tests where applicable. Test Reports shall be submitted to the Department within three (3) working days of the date the test was conducted.
- ii. Inspection/Measurement/Oversight of construction to determine that the work was completed in substantial conformance with the approved plans and specifications, and in compliance with the requirements set forth in the contract documents. All stop or start work orders shall be issued by the Department; the Resident Engineer shall recommend the orders. Document pay item quantities reported for pay in accordance with the latest revision of the Department's *Airport Construction Documentation Manual*.
- iii. Preparation and forwarding to the Department of periodic project reports required by the Department. Bi-weekly construction reports will be submitted to the Department, within three (3) calendar days of the end of the contractor's work week.
- iv. To obtain and review for specification compliance, material certifications and/or test results for all materials prior to their use in the construction.

- v. To reject for inclusion in the project, any materials that are delivered without certification and/or test results, or materials delivered with certification that has been found to be in noncompliance, or any defect found through visual inspection which renders the material unsuitable for inclusion in the project. The Department shall be notified when any rejections are made. Materials that are delivered without certification and/or test results may be stockpiled or stored in a manner acceptable to the Resident Engineer until such time as the certification and/or test result arrive and are reviewed and accepted by the Resident Engineer.
 - vi. Preparation of Reports required per the Sponsor's NPDES permit while providing on-site services, retaining all support documentation.
 - vii. Participate in audits performed to determine that the project is proceeding accordingly per the plans and specifications and adhering to AIP grant requirements.
- d. FINAL INSPECTION
- Initiate a request, upon substantial completion of all construction work, for a final inspection by the Department. When necessary, a punch list of uncompleted items and electrical checklist (if applicable) on the project shall be established at the final inspection. Submit a final acceptance letter (punch list complete) which shall certify to the Department and the Sponsor that, to the best of the Consultant's knowledge, information and belief, the work involved has been done in substantial conformance with the plans, specifications, and Contract Document, as the same shall have been modified, or supplemented by change order, supplementary contract or otherwise, and that such work is acceptable.
- e. SAFEGUARD THE SPONSOR
- Endeavor to safeguard the Sponsor against any defects and deficiencies on the part of the Contractor. The Resident Engineer does not guarantee the performance of the contract by the Contractor, except that the Resident Engineer shall ensure that, to the best of the Resident Engineer's knowledge, information and belief, the work has been done in substantial conformance with the approved plans and specifications and advise the Sponsor and/or the Department in writing of any known noncompliance set forth in the contract. This does not in any way mean that the Resident Engineer is a guarantor of the Contractor's work. The Resident Engineer assumes no responsibility for safety in, on or about the job site, nor shall the Resident Engineer have any responsibility for the safety or adequacy of any equipment, building component, scaffolding, forms or other work aids provided by the contractor; nor is the Resident Engineer responsible for the superintendence of the contractor's work or any acts of the contractor.
- f. OTHER ENGINEERING SERVICES
- Furnish other Engineering Services which may be required by the Sponsor, including surveys, sub-surface investigations, sampling, testing, and analysis of soils, offsite inspection of materials, laboratory testing, and inspection and control at central mixing plants. Where tests must be conducted by commercial laboratories, only those laboratories approved by the Department will be utilized. If any of these services are conducted by outside firms, the Resident Engineer shall submit copies of the executed contract for such services as specified in Section III.B., of this Agreement. The charges for such services shall be specified in the contract and will remain in effect until completion of the services and acceptance by the Consultant. Certified copies of the results of all tests required by the Department under this paragraph are to be mailed to the Department within five (5) calendar days after the tests are completed.

g. **FINAL QUANTITIES**

Final quantities associated with the accepted construction work shall be submitted to the Department within thirty (30) days after final acceptance of the construction work.

D. PLANNING AND SPECIAL SERVICES

This phase may involve activities or studies unrelated to or outside of the scope of basic design and construction phase engineering services routinely performed by the Consultant. Those activities may include master plan and airport layout plan development, environmental studies and assessments, PCI surveys, FWD testing (when used to evaluate pavement as part of a publication revision), first-order NGS monument surveys, boundary surveys, aeronautical surveys, photogrammetric surveys and topographic mapping, preparation of property ownership plats and easements, appraisal and land acquisition services, benefit / cost analysis studies, RSA determination studies, drainage studies and analyses, FEMA/FIRM map revisions and GIS updates. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS D / D1.

E. ENDORSEMENT OF DOCUMENTS

The Consultant will endorse and seal all final draft reports, contract plans, maps, right of way plats, and special provisions for construction contract documents. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Financial and Professional Regulation of the state of Illinois, being employed by the Consultant and responsible for the portion of the services for which license registration is required. These sealed documents will serve as the record documents for the services covered by the terms of the Agreement.

F. DELIVERABLES

At a minimum, the Consultant shall provide the Department (copy Sponsor upon request) the following deliverables:

1. Final project estimate of costs complete w/ professional services fees and sponsor reimbursement estimates.
2. DBE participation goal and breakout of DBE work.
3. QA verification of ELM Engineers Estimate for Schedule of Prices.
4. Calendar day estimate of construction and detailed breakout of critical work items and associated production rates.
5. One set of final construction plans (half-size) and special provisions – sealed by the Consultant and executed by the Sponsor.
6. One copy of the construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction).
7. Original executed Consultant Project Certification (ATTACHMENT N).
8. Executed DBE Final Documentation (ATTACHMENT O).
9. Electronic copy/access of all information (via CD, electronic submittal or ftp site).

G. NOTICE-TO-PROCEED (NTP)

The Consultant shall not commence any phase of the work until the "official notice-to-proceed" (NTP) has been issued in writing either by the Sponsor or Department (via Office of Planning and Programming).

Services to be performed by the Consultant under this Agreement shall become eligible for funding participation consideration as of the date of the written NTP. The dated project program notification letter (i.e. Program Letter) from the Department's Office of Planning and Programming, indicating the project's inclusion in the state program and the estimated funding participation sources/levels, shall constitute the NTP. The Consultant shall schedule a project phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience upon the Sponsor's receipt of this letter.

For projects not covered by a program letter or with program letter pending, the Sponsor may issue the written NTP with concurrence from the Department. In such cases, the Sponsor is fully liable for all costs incurred as a result of such authorization pending future reimbursement once the project is programmed and a program letter is issued. The Sponsor/Consultant is required to schedule a project phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience.

A copy of the program letter shall be included as ATTACHMENT R of this Agreement.

In the absence of a written, dated notice-to-proceed, the execution date of this Agreement shall be used to determine the eligibility of service dates.

The Sponsor and the Department are not liable, and shall not authorize payment to the Consultant, for any services performed prior to the date of notice to proceed or the execution of this Agreement (whichever takes precedent). All effort, regardless of the notice-to-proceed authorization, is subject to review and eligibility funding determination.

H. DETAILED SCOPE OF SERVICES (Attach / insert here).

The project scope of work includes site investigation (surveying), completing an environmental clearance document (CatEx), an ALP update and design with the fence location and construction approximately 5,000 linear feet of Class E Fence with wildlife deterrent fabric.

II. CONSULTANT COMPENSATION

The Sponsor agrees to pay the Consultant as compensation for rendering the professional services hereinabove described and submitted using the standard Department invoice forms (ATTACHMENTS G & H). Burden and overhead rates entered into this Agreement shall be in effect for the length of the agreement and will not be adjusted, except as may be determined under an audit of costs by the Auditor General or the Department. The rates used in this Agreement shall be the latest audited or provisional approved rates by IDOT as of the date of execution of this Agreement (approval letter must be attached). Should the rate change in the time between the final approval notification of fees and the execution of this Agreement, hours will be adjusted accordingly so that there is no increase in the final approved not-to-exceed amount.

Any professional services effort performed beyond the not-to-exceed limits expressed below, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN

For services outlined in Section I.A., Preliminary Assessment and Schematic Design, and further detailed in Section I.H., Detailed Scope of Services,

1. a lump sum payment of \$ _____ (representing approximately 35% of the total estimated professional services compensation for design phase services as determined from the TIP request). The fee shall be paid as a lump sum when the preliminary assessment and schematic design phase deliverables (outlined in Section I.A.) are approved and accepted by the Department.

B. DESIGN PHASE SERVICES

For services outlined in Section I.B., Design Phase Services, and further detailed in Section I.H., Detailed Scope of Services,

1. a cost plus a fixed payment of \$ \$7,002.73

total amount not to exceed \$ \$55,297.39 unless a major change or addition to the scope of services is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted by the Consultant and approved by the Department. The final charges shall be submitted after the Design Phase Services have been performed, approved and all deliverables accepted by the Department in accordance with the guidance outlined in Section I.F. This period of time expires 30 days after award of the construction contract. Any submittal after this time shall not be considered eligible for payment / reimbursement by the Department unless extended by the Department.

2. a lump sum payment of \$ _____ unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The fee shall be paid as a lump sum when the design phase deliverables (outlined in Section I.F.) are approved and accepted by the Department.

C. CONSTRUCTION PHASE SERVICES

For services outlined in Section I.C., Construction Phase Services, and further detailed in Section I.H, Detailed Scope of Services,

1. a cost plus a fixed payment of \$ _____

total amount not to exceed \$ _____ unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor (and/or Department if applicable). The final charges shall be as soon as possible after official notification from the Consultant of the acceptance of the construction work. A time line will be submitted at each billing cycle after 50% which will indicate a projection of the completed engineering fee vs. the contractor's progress.

If more than one contract exists for the project, the monthly invoices submitted by the Consultant shall detail the amounts of work accomplished under each separate contract. The invoices shall also indicate the dates that the services were performed. If these services are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall be reimbursed at his actual cost for obtaining these services. However, the total payment to the Consultant shall be within the "not to exceed" amount as previously stated unless an amendment to this agreement is approved by the Sponsor (and/or Department if applicable).

D. PLANNING AND SPECIAL SERVICES

For services outlined in Section I.D., Planning and Special Services, and further detailed in Section I.H., Detailed Scope of Services,

1. a cost plus a fixed payment of \$ 534.90

total amount not to exceed \$ 4,223.85 unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor. The final charges for the Special Services Phase shall be submitted within forty-five (45) days after official notification from the Consultant of the acceptance of the construction work or within 45 days after official notification from the Department of acceptance of other non-construction projects unless extended by the Department.

2. a lump sum payment of \$ _____ unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The fee shall be paid as a lump sum when the deliverables are approved and accepted by the Department.

III. SPECIAL CONDITIONS

The Consultant shall render the services in accordance with generally accepted Professional Standards.

A. TERMINATION

(Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38)

The Sponsor, by written seven (7) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this agreement whether completed or in process.

1. If the termination is due to the failure of the Consultant to fulfill his agreement obligations, the Sponsor may take over the work and prosecute the same to completion by agreement or otherwise. In such case, the Consultant shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
2. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor.
3. It is hereby understood and agreed that should the agreement be terminated, the Consultant shall be entitled to and shall receive a fee based on the amount of work accomplished and approved by the Department up to the day of notification of termination. The fee shall be equal to the sum of the actual number of man-hours of each category of work applied at a negotiated hourly rate, plus any outside services approved by the participating agencies and accomplished prior to the notification. If terminated under Section III.HH., Breach of Contract Terms, the Consultant will not be entitled to profit on the work accomplished.

B. CHANGE IN CONSTRUCTION PLANS

It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the Sponsor (and/or the Department if applicable), and approved by the Department, and said construction plans are substantially changed or revised, for any reason other than the fault of the Consultant in preparing same, then the Consultant shall be entitled to compensation for rendering the services necessary to complete the changes. The amount of this fee shall be negotiated between the Sponsor, Consultant and the Department, and approved by the Department, and an amendment to the agreement should be accomplished prior to authorizing the Consultant to proceed with the changes. The fee shall be due and payable when the revisions are approved by the Sponsor and the Department.

It is the Consultants responsibility to notify the Department as soon as possible when changes/revisions are identified that are beyond the scope of services contemplated under this Agreement.

C. HOLD HARMLESS

The Consultant shall be responsible to pay for all labor, material and equipment costs incurred and for any and all damages to property or persons to the proportionate extent arising out of the negligent performance of services under this agreement and shall indemnify and save harmless the Sponsor, (and/or the Department if applicable), their officers, agents and employees from all third party suits, claims, actions or damages of any nature whatsoever to the proportionate extent resulting there from. These indemnities shall not be limited by the listing of any insurance coverage. If any errors, negligent acts and/or omissions are made by the Consultant in any phase of the work under this agreement, the correction of which may require additional field or office work, the Consultant will be promptly notified and will be required to perform such additional services as may be necessary to correct these errors, negligent acts and/or omissions without undue delay and without additional cost to the Sponsor (and/or the Department if applicable). The Consultant shall be responsible for any damages incurred as a result of his errors, negligent acts and/or omissions and for any losses or cost to repair or remedy construction as a result of his errors, omission and/or negligent acts, to the extent such error, omission or negligent act breaches the Professional Standard of care. The Consultant shall not be responsible for any consequential damages of the Sponsor or the Department. Neither the Consultant, nor the

Sponsor, nor the Department shall be obligated for the other parties' negligence or for the negligence of others.

D. DRAWING OWNERSHIP

It is further mutually agreed by the parties hereto that reproducible copies of the drawings, computer disks, tracings, construction plans, specifications and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Sponsor and basic survey notes and sketches, charts, computations and other data shall be made available upon request of the Sponsor. If any information is used by the Sponsor or another Consultant such use or reuse by the Sponsor or others shall be at the sole risk and without liability or legal exposure to the Consultant.

E. CONTRACT FOR OUTSIDE SERVICES

If any of the services outlined in Section I. are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall provide an executed contract between the person(s) or firm and the Consultant outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the participating agencies for approval prior to the services being performed; all covenants and Special Conditions shall be included and binding on all subcontracts.

F. FORMERLY NOTICE TO PROCEED (See Section I.G.)

G. SUBLET AGREEMENT

Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this agreement and to the partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.

Except as above, neither the Sponsor nor the Consultant shall assign, sublet or transfer his interest in this agreement without the written consent of the other party hereto.

H. AGREEMENT EXPIRES

This agreement expires upon final approval and acceptance of the completed project(s) by the Sponsor (and/or Department as applicable), and after all final engineering charges have been paid to the Consultant as of the date of project close-out or after five years from the date of execution, whichever comes first. Payment liability by the State is as outlined above (see Section I.G., Notice to Proceed and Section II., Consultant Compensation).

I. EQUAL EMPLOYMENT OPPORTUNITY

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)

The Consultant agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity," as amended.

During the performance of this contract, the Consultant, for itself, its assigns and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be

amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including, Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 (above) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the sponsor and/or Department to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this agreement.

2. **DBE Obligation.** The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Consultants shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

J. OPEN ACCESS TO DOCUMENTS

(Reference: 49 CFR Part 18.36(i); FAA Order 5100.38)
(Public Act 90-0572 Section 20-65; Public Act 87-991)

The Consultant shall maintain, for a minimum of 5 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 Consultant agrees to cooperate fully with any audit conducted by the Auditor General 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.

K. CERTIFICATION OF CAPACITY TO CONTRACT

(Public Act 90-0572, Section 50-13)

It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices of State government, or who is an officer or employee of the Illinois Building Authority or the Illinois Toll Highway Authority, or who is the wife, husband or minor child of any such person, to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper or for any services, materials or supplies, which will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Illinois Building Authority or the Illinois Toll Highway Authority. Payments made for a public aid recipient are not payments pursuant to a contract with the State within the meaning of this Section.

It is unlawful for any firm, partnership, association or corporation in which any such person is entitled to receive more than 7 1/2% of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

It is unlawful for any firm, partnership, association or corporation in which any such person together with his spouse or minor children is entitled to receive more than 15%, in the aggregate, of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security hereto or hereafter offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his spouse, minor child or any combination of such persons, if that contract was in existence before his election or employment as such officer, member, or employee. Such a contract is void, however, if it cannot be completed within 6 months after such officer, member, or employee takes office, or is employed.

This Section does not apply to (1) a contract for personal services as a teacher or school administrator between a member of the General Assembly or his spouse, or a State officer or employee or his or her spouse, and any school district, public community, college district, the University of Illinois, Southern Illinois University or any institution under the control of the Board of Governors of State Colleges and Universities or under the control of the Board of Regents or (2) a contract for personal service of a wholly ministerial character including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly or (3) payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

Any person convicted of a violation of this Section shall be guilty of a business offense and shall be fined not less than \$1,000 nor more than \$5,000.

The appropriate Certification of Capacity to Contract will be executed in Section III.X., of this agreement.

L. THE CONSULTANT SELECTION

(Reference: 49 CFR Part 18; FAA AC 5100-14D or latest revision)
(30 ILCS 535; IDOT-Aeronautics Administrative Bulletin: 2010-02)

The Village of Rantoul hereby certifies that it
(Sponsor)
has completed the prescribed qualifications based consultant selection procedures.

The firm of (Burns & McDonnell Engineering Co., Inc.) of (Downers Grove, IL) has
(Consultant) (Location)
been selected to provide the engineering services required for the project on:

July 9, 2013
(Date)

A copy of the executed Retainer Agreement identifying the project covered by this Agreement is included as ATTACHMENT U.

M. AMENDMENTS TO THE AGREEMENT

All effort recorded to document a claim for additional compensation must be delineated separately from the original scope of services with personnel, classifications, dates worked, rates, hours and services thoroughly detailed and clearly identified.

The Department shall be notified of potential amendment requests at the earliest possible opportunity once it has been determined that any of the following three circumstances may exist. Any amendments to the Agreement which increases the fee or the time of performance must contain one of the following written determinations (with support documentation) depending upon the circumstances of the change.

1. The undersigned determine that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
2. The undersigned determine that the circumstances which necessitate this change were not within the contemplation of the contract as signed.
3. The undersigned determine that this change is in the best interest of the state of Illinois and is authorized by law.

Date

Sign Name

Print Name

Title

Any professional services effort performed beyond the not-to-exceed limits expressed in Section II. Consultant Compensation, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

N. CERTIFICATION OF CONSULTANT

(Public Act 90-0572 Section 50-5)

I hereby certify that I am the _____ Vice President _____ (title) and duly authorized representative of the firm Burns & McDonnell Engineering Co., Inc _____, whose address is 1431 Opus Place, Suite 400, Downers Grove, IL 60515 _____, and that neither I nor the above firm I here represent has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement,
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The firm certifies by execution:

1. it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm been barred from being awarded a contract or subcontract.

2. it has not been barred from contracting with a unit of state or local government as a result of a violation of the Criminal Code of 1961.

I acknowledge that this certification is to be furnished to the Federal Aviation Administration of the United States' Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

Date

Sign Name

Mike Folta

Print Name

Vice President

Title

O. FEDERAL TAXPAYER IDENTIFICATION NUMBER

The following statement is made under penalty of perjury:

"The Firm's correct Federal Taxpayer Identification Number is 43-0956142.
(This firm is) doing business as a (please check one):

 Individual Partnership X Corporation

P. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

(Reference: 49 CFR Part 26)

Contract Assurance (§26.13) - The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

In keeping with the DBE plan adopted by the Sponsor, the Consultant shall take all necessary and reasonable steps to attain DBE participation in this contract.

The work for each subconsultant should be listed separately. If the subconsultant is being utilized to meet the project DBE goal, they must be prequalified in that category and certified as a DBE in that category. Please indicate that they are certified in that category. The certification list is available on the Department's website on the "Doing Business" menu under Small Business Enterprises and IL UCP directory <http://www.dot.il.gov/ucp/ucp.html#DBE> Directory. The percent of work is computed based on the individual subconsultant's work effort in each category

Firm Name: _____

Subcontract Amount (\$): _____

Prequalification Category	% of Work	DBE Certification
_____	_____	_____
_____	_____	_____
_____	_____	_____

If more than one subconsultant is being used, attach additional sheets.

NOTE: All final payment requests shall include a completed ATTACHMENT O - DBE Final Documentation or the complete information on the Consultant's format.

Q. DISCRIMINATION

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)
(Executive Order 11246 of September 24, 1965; 41 CFR Part 60)

The Consultant agrees not to commit unlawful discrimination in employment in Illinois and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

R. DUES/FEES TO CLUBS WHICH DISCRIMINATE

(775 ILCS 25/2 Source: P.A. 85-909)

The Consultant of the business entity certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agent or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates.

S. CONFLICT OF INTEREST

(Public Act 90-0572 Section 50-13)

The Consultant agrees to comply with the provision of the Illinois Public Act prohibiting conflict of interest and all the terms, conditions and provisions of those Sections apply to this contract and are made a part of this contract the same as though they were incorporated and included herein.

T. FELONY CONVICTION

(Public Act 90-5072 Section 50-10)

The Consultant certifies that if he/she or the business entity has been convicted of a felony, at least five years has passed since the completion of the sentence as of the contract date.

U. ILLINOIS HUMAN RIGHTS NUMBER

The Consultant must have an Illinois Department of Human Rights prequalification number, or have an application on file with the Illinois Department of Human Rights office at the State of Illinois Center, Suite 10-100, 100 West Randolph, Chicago, Illinois 60601 (refer to Department of Human Rights form).

(#IDHR PC-1/IL 442-0010). IDHR # 1100100

V. EDUCATIONAL LOAN DEFAULT
(5 ILCS 385).

The Consultant certifies that, if this agreement is with an individual or individuals, that he/she is not in default on an educational loan.

W. DRUG FREE WORKPLACE
(30 ILCS 580).

If the Consultant has 25 or more employees, the following certification shall apply and, by signing this document, the Consultant certifies as follows:

1. The Consultant certifies that he will provide a drug free workplace in compliance with the Drug Free Workplace Act ("Act"). Specifically, Consultant certifies he will do the following:
 - a. Publish a statement:
 - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultants workplace.
 - ii. Specifying the actions that will be taken against employees for violations of such prohibition.
 - iii. Notifying the employee that, as a condition of employment on this agreement, the employee will:
 - 1) abide by the terms of the statement; and
 - 2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
 - b. Establish a drug free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the Consultant policy of maintaining a drug free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon employees for drug violations.
 - c. Give a copy of the statement described above to each employee engaged in the performance of the contract and post the statement in a prominent place in the workplace.
 - d. Notify the State within 10 days after receiving notice under part (a)(3)(B) above from an employee or otherwise receiving actual notice of such conviction.
 - e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by §5 of the Act.
 - f. Assist employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicate that a trained referral team is in place.
 - g. Make a good faith effort to continue to maintain a drug free workplace through implementation of §3 of the Act.

If an individual, the Consultant further certifies that he will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the agreement.

X. CAPACITY TO CONTRACT
(Public Act 90-0572)

The Consultant certifies that the Corporation's certificate of Authority to do business in Illinois, is in good standing with the Secretary of State's Office.

CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

(Partnerships and Non-Corporate Firms and Associations)

The undersigned, being each and every one of the partners/members/associates/(other) of

_____ hereby certify on behalf of themselves individually, that they have read Public Act 90-0572 Section 50-13 and that (i) they are not an elected State official, a member of the General Assembly, an appointed State officer, a State employee; an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; nor a spouse or minor child of any such enumerated person; or (ii) that they are such an enumerated person but that they are not entitled to receive individually more than 7 1/2% of the total distributable income of the partnership/firm/association, or together with their spouse or a minor child more than 15% of the total distributable income of the partnership/firm/association.

_____ day of _____, AD, 20_____

BY _____

BY _____

Printed Name & Title

Printed Name & Title

d/b/a _____
(Name)

Y. CERTIFICATION REGARDING LOBBYING

(Reference: 49 CFR Part 20, Appendix A)

Certification for Contracts, Grants, Loans and Cooperative Agreements.

The Consultant certifies compliance with Section 319 of Public Law 101-102 and to the best of his or her knowledge and belief, that:

1. 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 an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Z. INTERNATIONAL BOYCOTT

(Applicable to contracts in excess of \$10,000):

The Consultant certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The Consultant makes the certification set forth in Section 5 of the International Anti-Boycott Certification Act.

AA. NON-APPROPRIATION CLAUSE

Obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for payment of this Agreement.

BB. DEBT CERTIFICATION

The Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11 and 50-12. The Consultant further acknowledges that the contracting State agency may declare the contract void if the preceding certification is false

or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

CC. GOODS FROM CHILD LABOR ACT

The Consultant certifies in accordance with Public Act 94-0264 that no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

DD. QUALIFICATION BASED SELECTION ACT

(Reference: 49 CFR Part 18.36; FAA Order 5100.38; FAA AC 150/5100-14 (latest))

The parties hereby certify that there was compliance with the provisions of the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act, Chapter 30 ILCS 535 in the procurement of the services covered by this Agreement.

EE. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(Reference: 49 CFR Part 29; FAA Order 5100.38)

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

FF. RIGHTS TO INVENTIONS

(Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

GG. TRADE RESTRICTION CLAUSE

(Reference: 49 CFR Part 30.13; FAA Order 5100.38)

The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use

on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

HH. BREACH OF CONTRACT TERMS

(Reference: 49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the Consultant or their subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Policies and procedures for procurement of professional services are established in Federal Regulation Title 49 CFR Part 18, [Uniform Administrative Requirements for Grants and Cooperative Agreements](#). The Airport and Airway Improvement Act (AAIA) of 1982, as amended, serves as the enabling legislation. The parties agree that these policies and procedures have been followed.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at

Rantoul, Illinois, this _____, 2018.
(city) (date) (year)

ATTEST:

(SEAL)

Village of Rantoul
(Sponsor Name)

37-600510
(Federal Employee's Identification Number)

BY _____

Printed Name & Title

BY _____

Printed Name & Title

ATTEST:

(SEAL)

Burns & McDonnell Engineering Co., Inc.
(Consultant Name)

43-0956142
(Federal Employee's Identification Number)

BY _____

Printed Name & Title

BY _____
Mike Folta, Vice President
Printed Name & Title

LIST OF ATTACHMENTS

<u>ATTACHMENT A / A1</u> –	PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT B / B1</u> –	DESIGN PHASE SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT C / C1</u> –	CONSTRUCTION PHASE SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT D / D1</u> –	PLANNING AND SPECIAL SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT E</u> –	ENGINEERING REPORT (General Guidance)
<u>ATTACHMENT F</u> –	RESIDENT ENGINEER’S DIARY (Standard Format)
<u>ATTACHMENT G</u> –	COST PLUS FIXED PAYMENT INVOICE (Standard Format)
<u>ATTACHMENT H</u> –	LUMP SUM INVOICE (Standard Format)
<u>ATTACHMENT I</u> –	EFFORT DETAIL BREAKDOWN (Standard Format)
<u>ATTACHMENT J</u> –	TESTING SCHEDULE
<u>ATTACHMENT K</u> –	TESTING RATES & COST SUMMARY
<u>ATTACHMENT L</u> –	SUMMARY OF PAYROLL BURDEN AND FRINGE COSTS
<u>ATTACHMENT M</u> –	SUMMARY OF OVERHEAD AND INDIRECT COSTS
<u>ATTACHMENT N</u> –	PROJECT CERTIFICATION
<u>ATTACHMENT O</u> –	DBE FINAL DOCUMENTATION
<u>ATTACHMENT P</u> –	PROJECT SKETCH
<u>ATTACHMENT Q</u> –	PROJECT LETTING SCHEDULE
<u>ATTACHMENT R</u> –	OP&P PROGRAM LETTER
<u>ATTACHMENT S</u> –	CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL / ADMINISTRATIVE EXPENSE RATE LETTER
<u>ATTACHMENT T</u> –	CONSULTANT’S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS
<u>ATTACHMENT U</u> –	RETAINER AGREEMENT

ATTACHMENT A

PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES

ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>
1. <u>Direct Salary Costs</u>	_____ (ATTACHMENT A-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	_____
3. <u>Direct Nonsalary Expenses</u>	
Lodging ^{2,3}	_____
Meals/Per Diem ^{2,3}	_____
Transportation ²	_____
Materials & Supplies	_____
Printing	_____
CADD time ⁴	_____
Other Costs (excluding outside services)	_____
4. <u>Fixed Payment</u> ⁵	_____
5. <u>Outside Services</u>	_____
Lump Sum	
Total Amount Not to Exceed	_____

Estimated cost of total professional design phase services from TIP: \$ _____

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT A-1

PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES

ESTIMATE OF SALARY EXPENSES

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal	_____	_____	_____
Vice Principal	_____	_____	_____
Project Manager	_____	_____	_____
Senior Project Engineer	_____	_____	_____
Senior Project Architect	_____	_____	_____
Project Engineer	_____	_____	_____
Project Architect	_____	_____	_____
Senior Engineer	_____	_____	_____
Senior Architect	_____	_____	_____
Engineer	_____	_____	_____
Planner	_____	_____	_____
Registered Land Surveyor	_____	_____	_____
Land Surveyor	_____	_____	_____
Senior Engineering Technician	_____	_____	_____
Engineering Technician	_____	_____	_____
Engineering Assistant	_____	_____	_____
CADD/Draftsman/Technician	_____	_____	_____
Clerical	_____	_____	_____
Total	_____	_____	_____
	(hours)	(average)	(total direct salary costs) (ATTACHMENT A)

*Classifications may be adjusted as per Consultant's work force.

ATTACHMENT B
DESIGN PHASE SERVICES
ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	\$14,262.00	(ATTACHMENT B-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	\$30,704.66	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	_____	
Meals/Per Diem ^{2,3}	_____	
Transportation ²	\$282.00	
Materials & Supplies	_____	
Printing	\$236.00	
CADD time ⁴	_____	
Other Costs (excluding outside services)	\$60.00	
4. <u>Fixed Payment</u> ⁵	\$7,002.73	
5. <u>Outside Services</u>	\$2,750.00	
Cost Plus Fixed Payment		
Total Amount Not to Exceed	\$55,297.39	
OR		
Lump Sum		
Total Amount Not to Exceed	_____	

Estimated Construction Cost: \$493,700.20 (ATTACHMENT T)

Attach a sketch labeled ATTACHMENT P in sufficient detail to clearly delineate the proposed areas of work.

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT B-1

DESIGN PHASE SERVICES

ESTIMATE OF SALARY EXPENSES

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal	_____	_____	_____
Vice Principal	_____	_____	_____
Project Manager	_____	_____	_____
Senior Project Engineer	44	\$62.00	\$2,728.00
Senior Project Architect	_____	_____	_____
Project Engineer	_____	_____	_____
Project Architect	_____	_____	_____
Senior Engineer	77	\$46.00	\$3,542.00
Senior Architect	_____	_____	_____
Engineer	222	\$36.00	\$7,992.00
Planner	_____	_____	_____
Registered Land Surveyor	_____	_____	_____
Land Surveyor	_____	_____	_____
Senior Engineering Technician	_____	_____	_____
Engineering Technician	_____	_____	_____
Engineering Assistant	_____	_____	_____
CADD/Draftsman/Technician	_____	_____	_____
Clerical	_____	_____	_____
Total	343 (hours)	\$41.58 (average)	\$14,262.00 (total direct salary costs) (ATTACHMENT B)

*Classifications may be adjusted as per Consultant's work force.

ATTACHMENT C
CONSTRUCTION PHASE SERVICES
ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>
1. <u>Direct Salary Costs</u>	_____ (ATTACHMENT C-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	_____
3. <u>Direct Nonsalary Expenses</u>	
Lodging ^{2,3}	_____
Meals/Per Diem ^{2,3}	_____
Transportation ²	_____
Materials & Supplies	_____
Printing	_____
CADD time ⁴	_____
Other Costs (excluding outside services)	_____
4. <u>Fixed Payment</u> ⁵	_____
5. <u>Outside Services</u>	_____
Cost Plus Fixed Payment	
Total Amount Not to Exceed	\$ _____

Estimated Number of Calendar Days: _____

Estimated Days of On-Site Resident Engineer Services: _____

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT C-1

CONSTRUCTION PHASE SERVICES

ESTIMATE OF SALARY EXPENSES

<u>Classification*</u>	<u>Hours</u>	<u>\$Rate/Hour</u>	<u>Cost (\$)</u>
Principal	_____	_____	_____
Vice Principal	_____	_____	_____
Project Manager	_____	_____	_____
Senior Project Engineer	_____	_____	_____
Senior Project Architect	_____	_____	_____
Project Engineer	_____	_____	_____
Resident Engineer	_____	_____	_____
Senior Engineer	_____	_____	_____
Senior Architect	_____	_____	_____
Engineer	_____	_____	_____
Planner	_____	_____	_____
Registered Land Surveyor	_____	_____	_____
Land Surveyor	_____	_____	_____
Senior Engineering Technician	_____	_____	_____
Engineering Technician	_____	_____	_____
Engineering Assistant	_____	_____	_____
CADD/Draftsman/Technician	_____	_____	_____
Clerical	_____	_____	_____
Total	_____	_____	_____
	(hours)	(average)	(total direct salary costs) (ATTACHMENT C)

*Classifications may be adjusted as per Consultant's work force.

ATTACHMENT D
PLANNING AND SPECIAL SERVICES
ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	\$1,118.00	(ATTACHMENT D-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	\$2,406.95	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	_____	
Meals/Per Diem ^{2,3}	_____	
Transportation ²	_____	
Materials & Supplies	_____	
Printing	\$164.00	
CADD time ⁴	_____	
Other Costs (excluding outside services)	_____	
4. <u>Fixed Payment</u> ⁵	\$534.90	
5. <u>Outside Services</u>	_____	
Cost Plus Fixed Payment		
Total Amount Not to Exceed	\$4,223.85	
OR		
Lump Sum		
Total Amount Not to Exceed	\$ _____	

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT D-1

PLANNING AND SPECIAL SERVICES

ESTIMATE OF SALARY EXPENSES

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal	_____	_____	_____
Vice Principal	_____	_____	_____
Project Manager	_____	_____	_____
Senior Project Engineer	3	\$62.00	\$186.00
Senior Project Architect	_____	_____	_____
Project Engineer	_____	_____	_____
Project Architect	_____	_____	_____
Senior Engineer	14	\$46.00	\$644.00
Senior Architect	_____	_____	_____
Engineer	8	\$36.00	\$288.00
Planner	_____	_____	_____
Registered Land Surveyor	_____	_____	_____
Land Surveyor	_____	_____	_____
Senior Engineering Technician	_____	_____	_____
Engineering Technician	_____	_____	_____
Engineering Assistant	_____	_____	_____
CADD/Draftsman/Technician	_____	_____	_____
Clerical	_____	_____	_____
Total	25 (hours)	\$44.72 (average)	\$1,118.00 (total direct salary costs) (ATTACHMENT D)

*Classifications may be adjusted as per Consultant's work force.

ATTACHMENT E

ENGINEERING REPORT (General Guidance)

The Engineering Report is to be prepared by the Consultant and submitted to the Sponsor and/or Department, if possible, prior to starting Plans and Specifications. The Report shall include, at a minimum, a discussion of the following elements which are applicable and any other elements deemed necessary by the Department:

1. Introduction, project overview and consistency with approved ALP, justification, scope, authorization, funding, required environmental actions and schedule.
2. Investigations and evaluations, including pavement history, PCI information, topographic survey data, soil sampling and testing, boring logs, CBR test results, subgrade stabilization considerations, and seasonal frost issues.
3. Pavement design considerations, including pavement types and/or alternates; any unusual design and reasons therefore, selection of design CBR value, traffic distribution, and reported pavement strength.
4. Rehabilitation, strengthening and/or overlay work shall be detailed as to the type of work required, including existing pavement conditions, material selection considerations, thickness design and economic analysis.
5. Construction features which vary from FAA criteria should be identified including the problem(s) facts, alternative solutions, and/ or desired solution. Is the desired solution the most economical?
6. Items such as materials sources, soils, drainage, water for construction, cost of land vs. development, contractor resources, available finances, and stage development. The report should say how these factors affected the decisions made by the Consultant in the design.
7. Explanation of drainage design criteria including explanation of drainage districts data INPUT and off-site drainage impact on design. Include drainage calculations and modeling.
8. Special considerations for local circumstances such as available material, equipment, contractors, and airport sponsored events.
9. Consultant's choice of options for the lighting design; similar explanation of choices made for the drainage, fencing, turfing and marking, including decisions regarding cover crop seeding.
10. Approach conditions which will result from proposed work and comparison with FAA criteria.
11. Analysis of potential RSA determination (if applicable).
12. Development of PCN for runway strengthening and rehabilitation projects.
13. Description of non-AIP work and quantity separation from AIP eligible items.
14. Identify work to be done by others such as utility companies and airports sponsor forces.
15. The Consultant's preliminary estimate of construction costs, fees and expenses shall be included.
16. A discussion of project safety concerns (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) shall be included.
17. A discussion of project phasing / sequencing and estimate of construction calendar days shall be included.

ATTACHMENT F



**Illinois Department
of Transportation**

Resident Engineer's Diary

Airport: _____ Date: _____

Contractor: _____ IL Project No.: _____ AIP Project _____

Temperature _____ °F Wind: _____ Weather Conditions: _____

Status: Active Suspended Jobsite Conditions: Workable Non-workable

Controlling Item: _____

Workforce

Consultant (# of people, hours): _____

Contractor (# of people, equipment, hours):

Daily Work

Pay items / General Location:

Instructions to Contractor / Unusual Events:

Verbal Approvals (official & item): _____

Additional Work (change order, etc.): _____

Official Visitors: _____

Materials Deliveries (material, quantity, quality) / Testing (test, location, corrective action):

Other:

Calendar Days: _____ Awarded _____ DBE Onsite? (yes or no)
Charged _____ Own forces used? (yes or no)
Remaining _____ Own equipment used? (yes or no)

Submitted _____ Firm: _____ Date: _____

ATTACHMENT G

COST PLUS FIXED PAYMENT INVOICE (Standard Format)

To: _____, Chief Engineer
Illinois Department of Transportation
Division of Aeronautics
Abraham Lincoln Capital Airport
1 Langhorne Bond Drive
Springfield, IL 62707-8415

From (Firm): _____
Address: _____
Telephone No.: _____
Invoice # _____ Date: _____
[] Partial [] Final

Attn: _____, Section Chief

Airport: _____ Municipality: _____, IL
Illinois Project No. _____ Federal Project No. _____
Notice to Proceed Date (OP&P Program Letter or Sponsor Authorization): _____
Per A/E Agreement/Amendment dated: _____

Services (Check only those services pertaining to invoice):

- | | |
|--|--|
| <input type="checkbox"/> Preliminary Assessment and Schematic Design Phase | <input type="checkbox"/> Planning and Special Services |
| <input type="checkbox"/> Design Phase | <input type="checkbox"/> Other (_____) |
| <input type="checkbox"/> Construction Phase | <input type="checkbox"/> Amendment(s) |

Service Dates: For Services Rendered From (date): _____ To (date): _____

<u>Period</u>	<u>To Date</u>	<u>Billing</u>
(1) Direct Salaries _____ Include all information per ATTACHMENT I (EFFORT DETAIL BREAKDOWN)	\$ _____	\$ _____
(2) Labor and General and Administrative Overhead (_____ %)	\$ _____	\$ _____
(3) Direct Non-Salary Expenses (OT Premium) _____ Support documentation must accompany all payment requests of direct non-salary expenses.	\$ _____	\$ _____
(4) Profit – (Fixed Payment \$ _____ x _____ % Complete)	\$ _____	\$ _____
(5) SUBTOTAL (1) – (4)	\$ _____	\$ _____
(6) Outside Services _____	\$ _____	\$ _____

TOTAL AMOUNT EARNED TO DATE: (5) + (6) _____ \$ _____
Maximum Payable (per Engineering Agreement) _____ \$ _____
Estimated total cost to complete project (for billings after 50%) _____ \$ _____
Less Total Amount(s) Previously Invoiced _____ \$ _____
PAYMENT DUE THIS INVOICE _____ \$ _____

I certify that to the best of my knowledge, the percent of work shown as complete on this Invoice is correct.

By: _____
Printed Name and Title

Department Approval
By: _____
Printed Name and Title

NOTE: This format is for general information. The Consultant's format containing essential data may be acceptable.

ATTACHMENT H

LUMP SUM INVOICE (Standard Format)

To: _____, Chief Engineer
Illinois Department of Transportation
Division of Aeronautics
Abraham Lincoln Capital Airport
1 Langhorne Bond Drive
Springfield, IL 62707-8415

From (Firm): _____
Address: _____
Telephone No.: _____
Invoice # _____ Date: _____
[] Partial [] Final

Attn: _____, Section Chief

Airport: _____ Municipality: _____, IL
Illinois Project No. _____ Federal Project No. _____
Notice to Proceed Date (OP&P Program Letter or Sponsor Authorization): _____
Per A/E Agreement/Amendment dated: _____

Services (Check only those services pertaining to invoice):

- | | |
|--|--|
| <input type="checkbox"/> Preliminary Assessment and Schematic Design Phase | <input type="checkbox"/> Planning and Special Services |
| <input type="checkbox"/> Design Phase | <input type="checkbox"/> Other () |
| <input type="checkbox"/> Construction Phase | <input type="checkbox"/> Amendment(s) |

Service Dates:

For Services Rendered From (date): _____ To (date): _____

- (1) Lump Sum (LS) Fee (or Maximum Payable per Engineering Agreement) \$ _____
- (2) Percent of Work Complete: _____ %
- (3) Fee Earned to Date: (LS \$ _____ x _____ % Complete) \$ _____
- (4) Less Total Amount(s) Previously Invoiced \$ _____
- (5) PAYMENT DUE THIS INVOICE \$ _____

I certify that to the best of my knowledge, the percent of work shown as complete on this Invoice is correct.

By: _____
Printed Name and Title

Department Approval

By: _____
Printed Name and Title

NOTE: This format is for general information. The Consultant's format containing essential data may be acceptable.

ATTACHMENT J

TESTING SCHEDULE

Testing Schedule - anticipated for the Preliminary Assessment and Schematic Design, Design and Construction phases of the project.

Description	Approximate Number
ASTM D 421, Particle Size Analysis	
ASTM D 2217	
ASTM D 422 Combined Sieve and Hydrometer	
ASTM D 698, Moisture-Density Relations of Soil	
ASTM D 1557	
ASTM D 427, Shrinkage Factors of Soil	
ASTM D 2434, Permeability of Granular Soils	
AASHTO T 194, Determination of Organic Materials in Soils by Wet Combustion	
ASTM D 1883, Bearing Ratio of Laboratory Compacted Soil	
AASHTO T 222, Modulus of Soil Reaction	
ASTM D 2487, Soil Classification "Unified System"	
ASTM D 1586, Standard Test Method for SPT and Split-Barrel Sampling of Soils	
ASTM D 2113, Soil Borings	
ASTM C 207, Hydrated Lime	
ASTM C 131, Abrasion	
ASTM C 88, Soundness	
ASTM D 946, Penetration	
ASTM D 3381, Viscosity	
ASTM D 1559, Marshall Method	
ASTM C 136, Gradation	
ASTM D 2172, Extraction and Gradation	
ASTM D 2726, Bulk Specific Gravity	
ASTM D 2041, Maximum Theoretical Specific Gravity	
ASTM D 2950, Nuclear Density	
ASTM C 117 Washed Aggregate Sample	
ASTM D 4318, Liquid Limit, Plastic Limit, Plasticity Index	
ASTM C 127, Absorption and Specific Gravity	
ASTM C 128	
ASTM C 566, Moisture Content	
ASTM C 31, PCC Test Cylinders	
ASTM C 141, Slump	
ASTM C 231, Air Content	
ASTM C 78, Flexural Strength	
ASTM C 138, Yield, Cement Content	
ASTM D 412, Rubber in Tension	
ASTM D 1664, Striping Test	

The testing form shall be adjusted to the specific project. The consultant shall not assume IDOT will provide any testing and inspections. Payment for these services shall be at the rates established in ATTACHMENT K. - TESTING RATES & COST SUMMARY.

ATTACHMENT L (Optional)

SUMMARY OF PAYROLL BURDEN AND FIXED COSTS

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act	_____
State Unemployment Compensation	_____
Federal Unemployment Compensation	_____
Workmen's Compensation Insurance	_____
Paid Holidays, Vacation, Sick Leave	_____
Bonus	_____
Pension	_____
Group Insurance	_____
TOTAL PAYROLL BURDEN & FRINGE COSTS	_____ %

NOTE:

A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.

ATTACHMENT M (Required)

SUMMARY OF OVERHEAD AND INDIRECT COSTS

	<u>% of Direct Productive Payroll</u>
Taxes except Federal Income	
Business Insurance, except key-man insurance, insurance including accident, liability and valuable papers	2.59%
Depreciation and amortization	
Administrative, unassignable staff time, recruiting, training and education, severance, negotiating new business, and office accounting, clerical and secretarial wages and salaries	105.51%
Reproduction and printing costs	
Office Supplies	
Computer Costs	
Professional services including specialists, legal, auditing, etc.	
Employees travel expenses not assigned to clients and excluding costs outside Illinois	
Telephone, Telegraph and Postage	
Recruiting and relocating expense	
Training and educational non-salary expenses	
Fees, licenses, dues, publications (technical and professional)	
Utilities and maintenance	
Business space rent	17.76%
Rental of Equipment	
Miscellaneous Expense	16.55%
Fringe Benefits	72.88%
<hr/>	
TOTAL OVERHEAD	<u>215.29%</u>

NOTE: A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.

ATTACHMENT N

PROJECT CERTIFICATION

Airport: _____ Letting Date: _____
IL Project No.: TIP-4687
Federal Project No.: _____
Contract No.: _____
Project Description: Phase 3: Construct Wildlife Deterrent Fence

Pursuant to Federal Aviation Regulations, Part 152, as amended, and as a condition to receiving any Federal and/or State financial assistance through a Grant Offer from the FAA and/or the State of Illinois - Department of Transportation for the proposed airport development project, it is hereby represented, to the best of our knowledge, information, and belief that:

1. The Consultant has been selected to provide the necessary professional services for the project described herein and identified in the Professional Services Request For Qualifications (RFQ). Selection Date (Required): July 9, 2013 Copy of Retainer attached (ATTACHMENT U).
2. Project is clearly delineated on the currently approved Airport Layout Plan. Approval Date (Required): August 17, 2015.
3. Project is environmentally cleared. CatEx EA EIS FONSI
Approval Date (Required): _____.
4. All Corps/EPA permits and other regulatory agency reviews/approvals/mitigation have been satisfied and there are no known encumbrances to the completion of the project.
 Yes No.
5. Plans were prepared in accordance with FAA approved standards and advisory circulars; and, the specifications were prepared in accordance with the FAA approved *Illinois Standard Specifications For Construction Of Airports*, along with the Division of Aeronautics' most current Policy Memorandums and "Handout" Specifications, except as noted by attached Modification of Standards (MOS) which has been addressed and justified in the engineering report and submitted to and approved by the FAA and Engineer of Design. Yes No.
Approval Date of MOS (If applicable): _____.
6. The design conforms to the approved project scope. Yes No.
7. Provisions have been included for safety during construction (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction). Yes No.
8. The plans, special provisions and quantities have been thoroughly checked in accordance with best management practices by the Consultant for accuracy and consistency, and are in conformance with AC 150/5300-13 (latest edition). All contract deliverables referenced in Section I.F. DELIVERABLES have been submitted, received and determined acceptable.
 Yes No.

Date _____ By: _____
Design Engineer (Consultant)

Date _____ By: _____ P.E.
Project Engineer (Consultant)

Date _____ By: _____ P.E.
Department Design Engineer

Date _____ By: _____ P.E.
Engineer of Design

ATTACHMENT O

DBE FINAL DOCUMENTATION



Prime Consultant

Name _____
 Address _____
 Telephone _____

Subject

Airport _____
 Illinois Project _____
 Federal Project No _____

DBE Subconsultant

Name _____
 Address _____
 Telephone _____

Contract Amounts

Consultant Contract Amount _____
 DBE Contract Amount _____
 DBE Participation (%) _____

This documentation verifies the services provided and the amount paid to the DBE Subconsultant on the above captioned contract. The undersigned certifies that the services reported herein were executed by the DBE, that the DBE actually provided the services and that the services reported herein conform to the services reported in the approved Professional Services Agreement together with any amendments approved by the Sponsor and/or Division as applicable.

Description of Service Provided	Contract Amount	Amount Paid	Difference (+/-)
1.			
2.			
3.			
4.			
5.			
6.			
Totals			

DBE Contract amount has been met or exceeded [] Yes [] No (*check one*).

DBE Contract amount not met – Shortfall \$ _____ (*documentation explaining shortfall attached*).

Prime Consultant

DBE Subconsultant

 Print Name

 Title

 Signature

 Date

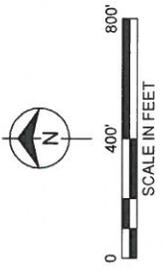
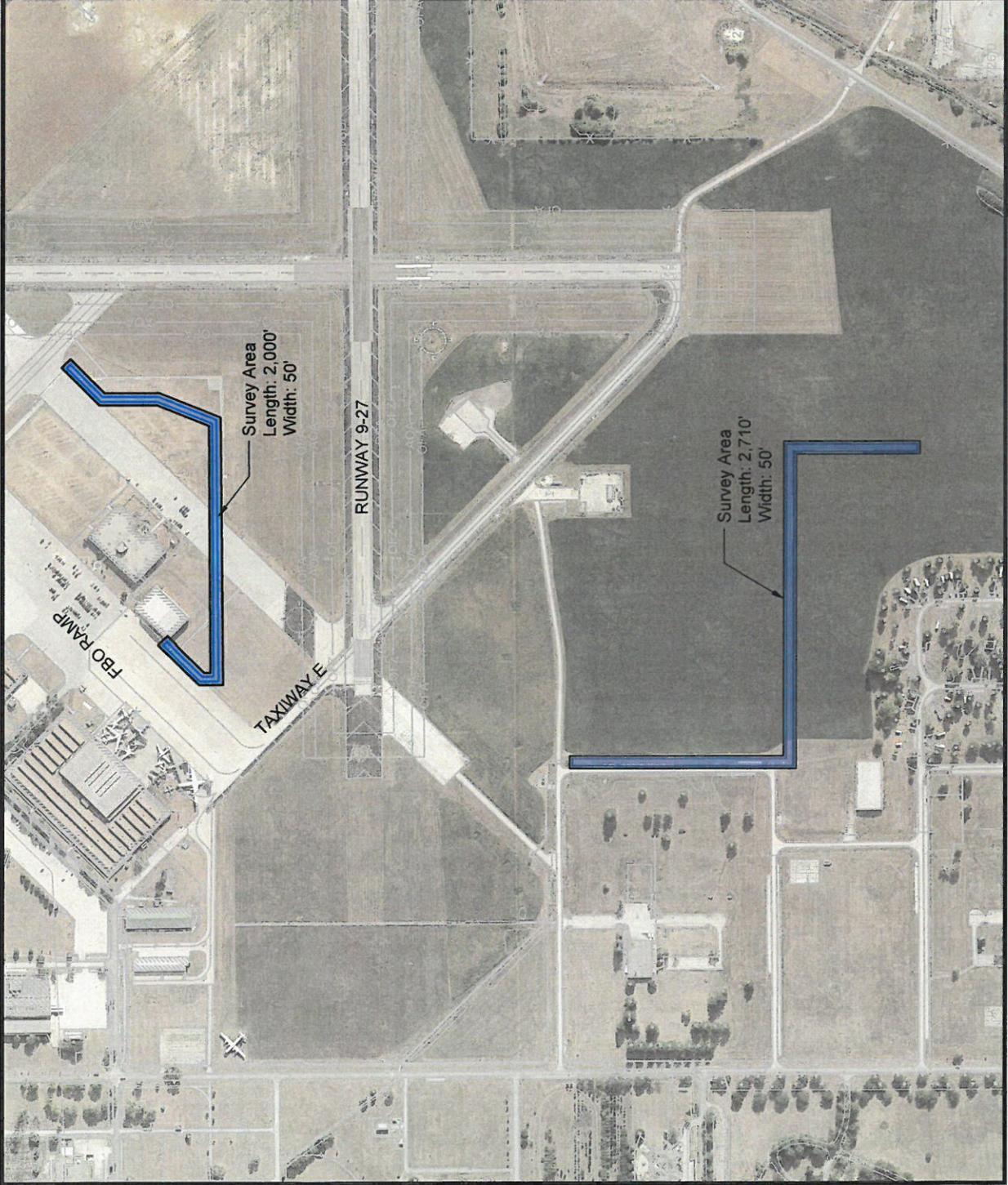
 Print Name

 Title

 Signature

 Date

ATTACHMENT P
PROJECT SKETCH



LEGEND:
 PERIMETER FENCE SURVEY LIMITS

BURNS & MCDONNELL

FIGURE 1
RANTOUL AIRPORT
TOPOGRAPHIC SURVEY
EXHIBIT

ATTACHMENT Q
PROJECT LETTING SCHEDULE

**ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS
2019 LETTING SCHEDULE WITH ASSOCIATED REGRESSIVE DATES**

22 Week Project Development Timeline (154 Calendar Days)				IDOT Letting Date	Anticipated Award Date	Anticipated Start to Work Date
START (0%)	35%	80%	100%			
Pre-design Meeting Target Date	Engineering Report to IDA for Comments	*Sealable Plans and Specifications to IDA for Comments	Approved and Sealed Final Plans and Specifications to IDA			
17-Nov-2017	12-Jan-2018	23-Mar-2018	20-Apr-2018	15-Jun-2018	10-Aug-2018	24-Aug-2018
05-Jan-2018	02-Mar-2018	11-May-2018	08-Jun-2018	03-Aug-2018	28-Sep-2018	12-Oct-2018
23-Feb-2018	20-Apr-2018	29-Jun-2018	27-Jul-2018	21-Sep-2018	16-Nov-2018	01-May-2019
13-Apr-2018	08-Jun-2018	17-Aug-2018	14-Sep-2018	09-Nov-2018	04-Jan-2019	01-May-2019
15-Jun-2018	10-Aug-2018	19-Oct-2018	16-Nov-2018	18-Jan-2019	15-Mar-2019	01-May-2019
10-Aug-2018	05-Oct-2018	14-Dec-2018	11-Jan-2019	08-Mar-2019	03-May-2019	17-May-2019
28-Sep-2018	23-Nov-2018	01-Feb-2019	01-Mar-2019	26-Apr-2019	21-Jun-2019	05-Jul-2019
16-Nov-2018	11-Jan-2019	22-Mar-2019	19-Apr-2019	14-Jun-2019	09-Aug-2019	23-Aug-2019
04-Jan-2019	01-Mar-2019	10-May-2019	07-Jun-2019	02-Aug-2019	27-Sep-2019	11-Oct-2019
22-Feb-2019	19-Apr-2019	28-Jun-2019	26-Jul-2019	20-Sep-2019	15-Nov-2019	01-May-2020

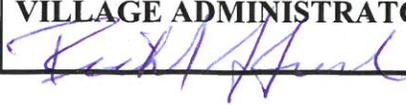
**Requirements of the 80% milestone submittal shall include a complete set of Contract Documents, as outlined in the A/E agreement, designed and reviewed for adherence to Federal Aviation Administration (FAA) and Illinois Division of Aeronautics (IDA) concepts and standards by a licensed Illinois Professional Engineer. Submittals shall include but not limited to the following documents: Construction Plans, Special Provisions and Construction Safety Phasing Plan with a detailed Estimate of Costs, Contract Time, and DBE Participation Goal along with any applicable Modifications of Standards and Certification requirements required by the FAA Review Matrix Guide per memorandum dated 08/02/2016.*

ATTACHMENT R

OP&P PROGRAM LETTER

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____	OF _____
--------------------	-------------------	-----------------

ITEM: East Substation Transformer Repair (8500kva)	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: \$12,000.00 - Crane (loading & unloading) \$6,776.00 – Freight from Rantoul \$7,305.00 – Freight to Rantoul \$7,500.00 – Test, Un-tank & inspect \$175,434.00 – Rewind \$12,954.00 – Field Service/bushing installs <u>\$15,000.00 - Contingency (6.75%)</u> \$236,969.00 – Total Project
ATTACHMENTS: <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: March 21, 2018
<p>SUMMARY HIGHLIGHTS: This Agenda item provides for the un-tanking and repair of the East Substation transformer (8500kva: 69kv-13.8kv – 62,100pounds), which serves the eastern portion of the community. The transformer’s oil sample results have indicated increased levels of dissolved gases (methane, ethane, ethylene), which indicate an internal break-down and overheating in the transformer. Initial field inspections, testing, sampling, and evaluations have not identified the root cause, but the consensus recommendation is to remove and repair the transformer before a catastrophic equipment failure occurs. To determine and address the ultimate problem, the transformer’s oil will be drained and the unit shipped to the factory where it will be un-tanked, evaluated, and repaired. The Village has collaborated with BHMG Engineering and Jordan Transformer (Minneapolis, Minnesota) during this evaluation and investigation period.</p> <p>The Jordan Transformer proposal (\$209,969.00) for the shipping, repair, and on-site bushing re-installation is provided. Funds are also requested for the equipment/crane rental for loading & unloading the transformer (\$12,000.00). Also, a contingency fund in the amount of \$15,000.00 is requested to address any unforeseen expenses associated with the repairs.</p> <p>Electric infrastructure funds (Account #541-1180-430.75-70) have been allocated in the FY19 Budget to initiate the repairs of this transformer. The repairs will be an eight (8) or nine (9) month process.</p>	
RECOMMENDED ACTION: Authorize the approval of a contract with Jordan Transformer in the amount of \$209,969.00; approval of funds for equipment/crane rental (\$12,000.00); and contingency funds (\$15,000.00) for the repair of the Village’s East Substation transformer.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	



**Jordan
Transformer, LLC**

1000 Syndicate Street • Jordan, MN 55352 • 800-328-5894 • 952-492-2720 • Fax 952-492-2796

March 19, 2018

Jordan Transformer's Quote Number 10116
Remanufacture of 8.5 MVA Westinghouse

ATTN: Greg Hazel, P.E.
Village of Rantoul
621 Cook St.
Rantoul, IL 61866

Dear Mr. Hazel,

Thank you for the opportunity to quote the rewind and repair of your Westinghouse/UST transformer that is presently located in Rantoul, IL. Please know that Jordan Transformer is focused on supplying Rantoul with the most cost effective way of repairing this transformer. Our facility in Jordan, Minnesota has been remanufacturing transformers since 1973 and can remanufacture transformer up to 200 MVA 230kV with impulse and partial discharge testing capabilities.

Overview:

This quotation is to repair, remanufacture, and test your transformer in accordance with ANSI/IEEE guidelines and industry standards. The transformer will be remanufactured with all new copper windings and a Weidmann insulation package. The clamping system will be upgraded to meet today's short circuit standards. Class II testing is included. The transformer will ship drained of oil per our conversations. Separate options for transportation and field service installation/testing are also enclosed.

Un-tanking and Inspection with Report of Findings:

Jordan Transformer will receive the transformer at our facility and perform preliminary testing. In order to identify the damage and verify the overall integrity of the transformer, Jordan Transformer will then cut the transformer open and un-tank the active-part for inspection. All gauges and accessories will be inspected for function and calibration as well as the LTC, contacts, and LTC barrier board. Our engineering department will provide an inspection report, along with photos, which will provide you with a summary of our findings and any additional recommendations for repair or replacement of components. You are welcome and encouraged to visit our facility during this and any of the remanufacturing processes.

Village of Rantoul Public Works Remanufacture Quote 10116 March 19, 2018

Complete Redesign and Repair:

Included below is a technical description of the services to be provided by Jordan Transformer and the final transformer specifications. Items included in the base price are listed in "Features" area below:

8.5/10.625 MVA OA/FA @ 65° C. Rise, 60 Hz, 3-phase, LTC

High Voltage: 67,000 Volts with +2/-2 NLTC taps – 350 kV BIL
Low Voltage: 13,800Y/7,970 Volts – 110 kV BIL
Load Tap Changer: Original load tap changer (LTC)
Impedance: Per original: 7.39%
Oil: New mineral oil is included
Orig. Manufacturer: Westinghouse, remanufacture Jordan Transformer, 2018/2019

Features:

- New HV, LV, RV, and Reactor windings with all copper conductor
- New Weidmann insulation package
- New mineral oil
- (2) new core ground bushings (main & reactor)
- Fall protection plate
- New drain valve
- New nameplate
- 24/36 month warranty

Remanufacture Procedures:

It is our standard practice to incorporate the following procedures when remanufacturing power transformers and will be applicable if the transformer is completely rewound:

A computer short circuit analysis of the new design is made to determine short circuit forces and stresses in the coils. The clamping pressure is determined from the short circuit analysis. All coils will be balanced to minimize short circuit forces. As required, steel clamping structure, tie rods, lock irons, and jack bolts will be redesigned to withstand increased clamping pressure and potential short circuit forces. A full-circle non-conductive, tangential grain-oriented, high density Insulam® pressure ring will be installed on top of each phase to provide even clamping pressure throughout the windings. The core will be reinsulated in the rebuild process.

All windings will utilize new modern thermally upgraded (65° C Rise) insulation materials and modern manufacturing processes. All conductors will be rectangular copper and insulated with thermally upgraded paper insulation. Please note that we are able to offer designs utilizing "continuously transposed cable" (CTC) and/or Nomex® insulation. Prices for these options are available upon request. Weidmann high-density insulation is used throughout the coils where compression characteristics are important for short circuit considerations.

Village of Rantoul Public Works Remanufacture Quote 10116 March 19, 2018

The completed coils are individually dried and hydraulically sized to their designed height. The assembled core and coils are then oven dried and are again hydraulically sized. This drying process will ensure all moisture is driven out of the insulation immediately prior to installation in the tank. The interior of the tank, the radiators, and the core structure will be flushed and cleaned. New gaskets will be installed for sealing all accessories, bushings, and other devices attached to the transformer. All accessories not replaced are checked to ensure they are in proper working order.

The Load Tap Changer (LTC), including leads and controls, will be inspected for wear and tested to verify proper indicator position placement along with switch mechanism movement. A visual inspection of the barrier board will be performed to determine if any cracks or leaks are present. If any replacement parts are needed we will provide our recommendations with the respective repair costs. The entire LTC will be cleaned, new gaskets will be installed, and it will be pressure tested.

Testing:

After the above remanufacturing work-scope is complete the transformer will be tested per ANSI/IEEE standards and certified test reports will be provided for the following tests:

Turns Ratio	Impedances
Insulation Resistances	Applied Potential
Winding Resistances	Impulse (ANSI)
"Doble" Power Factor tests	Induce Potential with Partial Discharge
No Load Losses	Dissolved-Gas-in-Oil Analysis
Exciting Current	SFRA
Full Load Losses	

Finalization of Project:

After testing is complete the transformer will then be repainted with ANSI 70 light gray paint with all surfaces properly cleaned, prepared and primed prior to application of finishing coat. Please note that sandblasting is not included in this proposal and if needed will be quoted upon inspection of the transformer. We use a Valspar two-part epoxy primer and then apply the finishing coats with Valspar polyurethane enamel industrial grade paint. Upon completion of painting the transformer will then be prepared for shipment. The transformer will ship drained with the bushings and radiators shipping separately.

Warranty:

THE WARRANTY FOR THIS TRANSFORMER REPAIR IS FOR 24 MONTHS FROM DATE OF SERVICE OR 36 MONTHS FROM DATE OF SHIPMENT; WHICHEVER COMES FIRST. THIS WARRANTY APPLIES TO THE WORKMANSHIP PROVIDED BY JORDAN TRANSFORMER AND INCLUDES THE WARRANTY COVERAGE PROVIDED BY THE RESPECTIVE ACCESSORY SUPPLIER(S). PLEASE REFER TO OUR FULL WARRANTY STATEMENT ATTACHED WITH THIS PROPOSAL.

Village of Rantoul Public Works Remanufacture Quote 10116 March 19, 2018

Pricing:

Freight from Rantoul, IL to Jordan, MN - bushings removed, oil drained:	\$ 6,776.00
Estimated freight to Rantoul, IL oil filled with HV bushings removed:	\$ 7,305.00
Test, untank and inspection with report:	\$ 7,500.00
Complete rewind with factory testing and items listed in "Features":	\$175,434.00
Field Service Installation and testing, see I-1109:	\$ 12,954.00

Lead Time and Payment Terms:

Our lead-time for this transformer remanufacturing project will be based on the date of the received PO and plant loading. All invoices are due Net 30 days from date of invoices. Our payment terms are 25% upon final work scope definition and design approval, 25% at time of winding materials, and 50% upon successful final factory testing. Jordan Transformer is always willing to discuss alternate payment terms.

Notes and Clarifications:

1. Customer is responsible for all crane services for loading and unloading in Rantoul, IL.
2. The lead-time quoted above is subject to change based on factory loading at the time of order as well as vendor lead times.
3. The return freight rate that far in the future rate is estimated and based upon today's prevailing rate. A refreshed rate will be obtained near the time of shipment and adjusted, if needed.
4. References: Jordan Transformer specializes in the redesign & remanufacture of just substation class power transformers and everything we do is to those high standards. We have performed multiple repair & remanufacturing projects for the following utilities: Entergy, Xcel Energy, American Electric Power (AEP), WAPA, MidAmerican Energy, Duke Energy, Alliant Energy, Arizona Public Service, and Westar, to name just a few of our repeat customers.

Village of Rantoul Public Works Remanufacture Quote 10116 March 19, 2018

Thank you for the opportunity to submit this quotation. If you have any questions, please contact me at my office (952) 492-8025 or via e-mail at mattb@JordanTransformer.com. We look forward to working with you again on another transformer project.

Sincerely,



Matt Bigaouette
Sales
Jordan Transformer, LLC
1000 Syndicate St.
Jordan, MN 55352
Office (Direct) 952-492-8025
Toll Free 800-328-5894

Cell 612-655-1481
Email: mattb@jordantransformer.com



**JORDAN TRANSFORMER, LLC
STANDARD TERMS AND CONDITIONS**

These Terms and Conditions shall apply to any and all equipment sold and services provided by Jordan Transformer, LLC, a Minnesota limited liability company ("JT") to the undersigned ("Purchaser"):

1. Offer and Acceptance. Any quotation letter ("Letter") provided by JT to Purchaser constitutes JT's offer to sell in accordance with the Letter, these Terms and Conditions, and the Company's Warranty Statement, and supersedes all previous written and oral quotations, representations and/or agreements. Acceptance can be made by any commercially reasonable means, including Purchaser's issuance of an order, acceptance of equipment sold or services provided hereunder, acknowledgement or return of JT's Letter, or by electronic transmission. Acceptance hereof by Purchaser is expressly limited to the exact terms contained in the Letter, these Terms and Conditions, and the Warranty Statement. If Purchaser uses its own purchase order or other form to order from JT, such form shall be used for convenience only and shall evidence Purchaser's unconditional agreement to the Letter, these Terms and Conditions and the Warranty Statement. Any inconsistent or additional terms or conditions contained therein are expressly objected to by JT. Unless otherwise stated in the Letter, any Letter provided by JT to Purchaser must be accepted by Purchaser within thirty (30) days from the date of the Letter. Unless otherwise stated in the Letter, prices quoted may be withdrawn or changed by JT at any time prior to receipt of acceptance by Purchaser.
2. Modifications. No salesperson or other party is authorized to bind JT by any agreement, warranty, statement, promise or understanding not contained in the Letter, these Terms and Conditions, and/or the Warranty Statement, and no modifications will be binding on JT unless the same are approved in writing by a duly authorized officer of JT.
3. Waiver. The waiver by JT of any term, provision, or condition shall not constitute a waiver of any other term, provision, or condition, nor shall waiver be deemed a waiver of a subsequent breach of the same term or condition.
4. Discrepancies. JT's Letter may be based on JT's interpretation of specifications submitted to JT by Purchaser. In such situations, Purchaser shall review JT's quotation both as to quantities and specifications of the materials listed. Any discrepancies should be called to JT's attention in writing immediately, so any change, if necessary, can be made. JT shall not be liable to Purchaser for any damages resulting from any discrepancies which Purchaser fails to call to JT's attention.
5. Corrections After Acceptance. After acceptance by Purchaser, quotations are subject to change by JT for corrections of stenographic or clerical errors. JT shall immediately notify Purchaser of any such corrections, and Purchaser may after notice thereof revoke acceptance within ten (10) days of receipt of notice of such corrections. Failure of Purchaser to revoke its acceptance within such period will constitute acceptance of JT's changes.
6. Changes in Specifications. If Purchaser desires changes or revisions in specifications upon which JT's quotation is based, such changes or revisions shall be charged to and paid for by

Purchaser at JT's applicable rates therefore, and the time for performance on the part of JT shall be extended to cover time lost and/or additional work involved and time required for making any such requested changes and/or revisions.

7. Terms of Payment. All payments are due in full within thirty (30) days from the date of invoice. Should it become necessary for JT to institute formal proceedings to collect any past due amounts from Purchaser, JT shall be entitled to recover its attorney's fees and other costs associated with the proceedings. If shipment is delayed for any cause for which JT is not responsible or which is beyond JT's reasonable control, the date of completion of the equipment or any part thereof shall be regarded as the date of shipment thereof, and an invoice will be issued accordingly. Equipment held for Purchaser shall be at Purchaser's risk and expense, unless damage is caused by the gross negligence of JT. If, in the sole judgment of JT, the financial condition of the Purchaser at any time prior to delivery does not justify the continuance of work to be performed by JT hereunder on the terms of payment agreed upon, JT may require full or partial payment in advance or cancel any order then outstanding and receive reimbursement for JT's reasonable and proper cancellation charges. Title to and/or right to possession of (but not risk of loss to) any equipment sold hereunder remains in JT until all payments therefore are made in full by Purchaser, and Purchaser agrees to do all acts necessary to protect such right and/or title. Purchaser acknowledges and agrees that if the Purchaser has failed to pay JT any amounts due for the equipment sold and/or services provided prior to the date of scheduled delivery of the equipment, JT reserves the right, in its sole discretion, to hold the Purchaser's equipment until payment has been received in full, and/or to sell the equipment and to offset any proceeds against the amount owed to JT by Purchaser. Purchaser acknowledges and agrees that Purchaser's failure to pay the Purchaser's account in full prior to the delivery date could result in a change in the delivery date and/or the assessment of additional fees. Purchaser hereby grants JT a lien and security interest under the Uniform Commercial Code in all property of Purchaser now or hereafter placed on JT's premises, including but not limited to all equipment. Purchaser agrees to execute such financing statements and furnish such information as JT may from time to time request in order to perfect this security interest. JT may at its election file a copy of these Terms and Conditions as a financing statement. JT, as secured party, shall be entitled to all of the rights and remedies available to a secured party under the Uniform Commercial Code. In the event of bankruptcy or insolvency of Purchaser, or in the event any proceeding is brought by or against Purchaser under any bankruptcy or insolvency laws, JT shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate, and JT shall receive reimbursement for its reasonable and proper cancellation charges. The rights of JT under this paragraph are cumulative and in addition to all rights available to the JT at law or in equity. Unless otherwise agreed upon in writing by the Company, any and all destination demurrage charges and detention or unloading are Purchaser's responsibility.

8. Delivery and Risk of Loss. Unless otherwise specifically stated in the Letter, delivery and price are f.o.b. JT's shipping point. Purchaser shall assume all risk of loss and damage in transit and shall be liable for all costs after equipment has left JT's loading dock or area.

9. Taxes. JT's prices do not include sales, use, excise, or other taxes applicable to the equipment or the services or the sale or use thereof. All such taxes, if any, shall be paid by

Purchaser and may be added to the invoice, or in lieu thereof Purchaser shall provide JT with a tax exemption certificate acceptable to the taxing authorities.

10. Assignment. Purchaser shall not assign the Letter, these Terms and Conditions, or the Warranty Statement, or any rights therein, without written consent of JT.

11. Cancellation. Purchaser's acceptance of JT's offer may, upon fifteen (15) days notice in writing, be cancelled by Purchaser, in whole or in part, but in no event any later than ninety (90) days prior to JT's scheduled date for shipment of the equipment for which cancellation is desired, and only upon the written consent of JT and upon terms providing for payment to JT of a cancellation charge satisfactory to it which shall take into proper account the work already done, facilities and material acquired, and/or commitments made by JT, together with JT's loss of profits. JT may cancel its contract with Purchaser if Purchaser's payments are in default hereunder or on any other contract with JT, if Purchaser breaches any other material provision of its contract, these Terms and Conditions and/or the Warranty Statement, or if substantial changes occur in the availability to JT of materials or components.

12. Shipment/Force Majeure. Shipment dates are computed from the date JT receives acceptance with complete specifications and/or drawing approvals if required. Shipping dates are approximate. JT shall take all reasonable action to maintain the shipping date(s) given herein, but JT shall not be liable for delays in delivery or in performance or failure to manufacture or deliver due to causes beyond JT's reasonable control including, without limitation, acts of God, acts of Purchaser, acts of civil or military authority, priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, delays in transportation or car shortages, energy shortages, or inability to obtain necessary labor, materials, components or manufacturing facilities. In the event of such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay, and no fees, expenses, penalties or liquidated damages shall be imposed on or assessed against JT as a result of any such delays. Each shipment shall constitute a separate sale, and Purchaser's failure to take one or more deliveries shall not constitute cause for cancellation by Purchaser. If Purchaser is in default in any payments on this or any other contract, JT may withhold shipment on this or any other contract.

13. Inspection/Acceptance. Quotations and acceptances are made on the basis that if Purchaser is to inspect, inspection and acceptance of equipment shall be made at JT's facility prior to shipment.

14. Supervision of Installation. Unless otherwise provided for by written agreement between JT and Purchaser, JT will neither install nor supervise the installation of the equipment, but the same will be done by and at the expense of the Purchaser.

15. Tests. The conditions of any test of any equipment shall be mutually agreed upon by JT and Purchaser, and JT shall be notified of, and may be represented at, all tests that may be made.

16. Penalty for Liquidated Damages/Premiums for Early Shipment. Orders from Purchaser which include a penalty or liquidated damages clause will not be honored by JT unless JT has specifically accepted the clause in writing, and any such clauses shall be further limited as

provided in Paragraph 12 hereof. In appropriate cases, JT may request from Purchaser a price premium for shipment made prior to JT's standard manufacturing process lead time.

18. Complete Agreement. The complete agreement between JT and Purchaser is contained in the Letter, these Terms and Conditions and the Warranty Statement, and no additional or different terms or conditions stated by Purchaser shall be binding upon JT unless agreed in writing. No course of dealing or usage of trade shall be relevant to supplement or explain any terms used in the Letter, these Terms and Conditions, and/or the Warranty Statement.

19. Governing Law. All matters relating to the interpretation and effect of these Terms and Conditions and any authorized changes, modifications or amendments thereto shall be governed by the laws of the State of Minnesota.

20. Limitation of Liability. JT shall not be liable to Purchaser for any loss, death or injury to the extent caused by the negligence of Purchaser, its agents, employees, or subcontractors. In no event shall JT be liable to Purchaser for special, incidental or consequential damages of a commercial nature such as but not limited to loss of profits, loss of business, or loss of use of equipment or facilities.

IN WITNESS WHEREOF, the parties acknowledge and agree to these Terms and Conditions effective as of the last date written below.

COMPANY:

JORDAN TRANSFORMER, LLC,
a Minnesota limited liability company

By: _____
Name: _____
Title: _____
Date: _____

PURCHASER:

By: _____
Name: _____
Title: _____
Date: _____

**JORDAN TRANSFORMER, LLC
WARRANTY STATEMENT**

Jordan Transformer, LLC, a Minnesota limited liability company ("JT") warrants only to the direct purchaser ("Purchaser") of electrical equipment or services provided by JT ("Equipment") that the Equipment will operate in accordance with its nameplate specifications when operated under normal load, usage and conditions, and with proper care, installation, maintenance, supervision and protection, including but not limited to fault and lightning protection.

Should the Equipment prove either mechanically defective or defective by reason of improper workmanship by JT or its representatives, JT, at its option, and in complete fulfillment of its obligations under this warranty, will repair or replace the defective material or repair any improper workmanship at no charge to the Purchaser provided JT is notified in writing of said defect before the end of the 24th month following the placement of the Equipment in service by the Purchaser or before the end of the 36th month following the date of shipment of the Equipment by JT, whichever is first in time. Purchaser must notify JT as soon as possible, and no later than five (5) business days, after discovering any defect, and must take reasonable steps to mitigate any damages. Upon the expiration of the warranty period, all of JT's liabilities shall terminate.

For Equipment repair or other services provided by JT, the warranty obligation shall be limited specifically to the workmanship and components provided by JT. JT's warranty shall not provide coverage for any original or reused components. Additionally JT's warranty obligations shall not extend beyond those products, components, workmanship or services provided by JT.

In the event that the cost of the repair or replacement of any Equipment or other services purchased from JT would exceed the purchase price paid by the Purchaser, then JT's obligation under this warranty shall be deemed satisfied by the return of said purchase price. The liability of JT under this warranty for any claim of any kind, including without limitation for any loss or damage to Equipment, shall not exceed the purchase price of the Equipment.

JT shall have no liability for damage resulting from (1) any improper installation, operation or maintenance of the Equipment or additions or modifications to the Equipment after delivery performed by a party other than JT; (2) voltage surges; (3) negligence of others; (4) natural forces, including without limitation lightning strikes; (5) Acts of God; (6) operation beyond rated capacities; (7) accidents; or (8) misuse.

The furnishing of warranty services hereunder shall not extend the warranty period of the Equipment furnished hereunder. To obtain warranty service, the Purchaser shall, at its own expense, cause the Equipment to be delivered to JT's facility. JT's warranty coverage specifically excludes all "in-and-out" costs, should any such repair under warranty require removal of Equipment from Purchaser's site.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, OR STATUTORY. ANY EXPRESS WARRANTY NOT PROVIDED HEREIN, AND ANY BREACH OF CONTRACT WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, IS HEREBY EXCLUDED AND DISCLAIMED. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY EXCLUDED AND DISCLAIMED, IT BEING UNDERSTOOD THAT THE WARRANTY PROVIDED HEREIN IS IN LIEU OF ANY SUCH WARRANTY.

THE REMEDIES PROVIDED FOR HEREIN SHALL CONSTITUTE PURCHASER'S SOLE RECOURSE AGAINST JT. UNDER NO CIRCUMSTANCES SHALL JT BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, DECEIT, FRAUD, MISREPRESENTATION OR OTHERWISE, AND INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OF EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, IN AND OUT COSTS, OR CLAIMS OF CUSTOMERS OF PURCHASER FOR SUCH DAMAGES.



Jordan Transformer, LLC

1000 Syndicate Street • Jordan, MN 55352 • 800-328-5894 • 952-492-2720 • Fax 952-492-2796

March 19, 2018

ATTN: Greg Hazel, P.E.
Village of Rantoul
621 Cook St.
Rantoul, IL 61866

RE: Jordan Transformer Quote #I-1109 – Assembly and Electrical Testing, of a Jordan Transformer 8.5/10.625MVA 67000V-13800Y/7970V Transformer, located near Rantoul, IL

Dear Mr. Hazel,

Thank you for your inquiry with Jordan Transformer. Be assured that Jordan Transformer is focused on supplying the Rantoul Light & Power Department with the most cost effective solution to your requirements. Our Jordan, Minnesota facility has been supplying power transformer repair services to Utility and Industrial customers since 1973. Our Field Service Division has also successfully completed work on 1,000+ MVA transformers, and voltages up to 500 kV.

Scope of work:

- Travel to Rantoul, IL
- Assemble items removed for shipment
 - HV bushings
- Electrical testing to include:
 - Power factor and capacitance of bushings (DOBLE)
 - Power factor and capacitance of transformer (DOBLE)
 - Surge arrester power factor & watts loss
 - Transformer Turns Ratio
 - 10 kV excitation (DOBLE)
 - Sweep frequency response analysis (SFRA)
 - Insulation resistance of windings (Megger)
 - Insulation resistance of core ground (Megger)
 - Winding resistance
 - Current Transformer ratio, polarity, excitation, insulation resistance, and winding resistance measurements
 - Functional testing of protection and control circuits.
- JT to draw oil samples and forward to independent laboratory for full oil screen test and DGA analysis
- Travel from Rantoul, IL, to Jordan, MN

**Village of Rantoul Public Works Field Service Quote Number I-1109
March 19, 2018**

Notes and Clarifications:

If other work is requested requiring additional services, and/or parts, Jordan Transformer personnel will not proceed without written authorization from the customer representative.

Jordan Transformer will supply the following equipment:

- Dry air / nitrogen
- Gasket material
- Test Equipment

Pricing and Payment Terms:

Our price for the scope of work as defined above is **\$12,954.00**.

Invoices are due Net 30 days from date of invoice. Federal, state, and/or local taxes, if applicable, will be in addition to the prices quoted.

This quotation is valid for sixty (60) days. If I may answer any questions, please contact me at (800) 328-5894. Thank you for this opportunity to be of service. We value your business.

Sincerely,



Matt Bigaouette
Sales
Jordan Transformer, LLC
1000 Syndicate St.
Jordan, MN 55352
Office (Direct) 952-492-8025
Toll Free 800-328-5894

Cell 612-655-1481
Email: mattb@jordantransformer.com



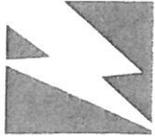
Jordan Transformer Field Service General Terms

- All quotations are valid for a period of sixty (60) days from the date of issue.
- Prices do not include taxes (if applicable).
- Jordan Transformer Field Service warranty is 12 months from the date of service for all labor and services provided directly by Jordan Transformer Field Service. Parts and equipment installed and/or serviced by Jordan Transformer Field Service falls under the original equipment manufacturer's warranty and is not warranted by Jordan Transformer.
- Price includes all necessary equipment and labor except as noted, to be supplied by Jordan Transformer Field Service to complete the scope of work as quoted. Any additional equipment, parts, labor, or changes beyond the quoted scope of work will be quoted separately and must be approved by the Purchaser in writing before the additional work will be completed.
- Standard electrical testing for Jordan Transformer Field Service (if quoted above) includes the following tests: Power Factor of Bushings (Doble[®]), Power Factor of Transformer (Doble[®]), Turns Ratio, 10 kV Excitation (Doble[®]), Sweep Frequency Response Analysis (Doble[®] SFRA), Insulation Resistance of Windings (Megger[®]), Insulation Resistance of Core (Megger[®]), and functional testing of protection and control circuits. Electrical tests beyond those specified are available at an additional charge.
- Standard oil testing for Jordan Transformer Field Service includes the following tests: Dissolved Gas Analysis (ASTM D3612C), Moisture in Oil (ASTM D1533), Interfacial Tension (ASTM D971), Acid Number (ASTM D974), Color # / Visual (ASTM D1500 / D1524), Dielectric Breakdown (ASTM D877), Dielectric Breakdown (ASTM D1816), Specific Gravity (ASTM D1298), Power Factor at 25°C and 100°C (ASTM 924), Oxidation Inhibitor (ASTM D2668), and PCB (EPA 8082A / ASTM D4059 / MA. 400-BPC). Other oil testing beyond those specified above are available for an additional charge.
- Purchaser is responsible for providing sanitation facilities (restroom) on the job site.
- Jordan Transformer Field Service will compile all crating and waste material in a designated area. However, Purchaser will be responsible for disposal and required documentation of both solid and liquid wastes.
- Jordan Transformer Field Service personnel will remain under the direct supervision of Jordan Transformer.
- Jordan Transformer Field Service personnel will complete the scope of work as efficiently as possible. Delays at the work-site caused by any circumstance beyond Jordan

Village of Rantoul Public Works Field Service Quote Number I-1109
March 19, 2018

Transformer's control will incur an additional charge of \$145 per man hour, not to exceed \$1450 per day per tech.

- Jordan Transformer Field Service personnel are non-union employees. If union employees are required then additional charges may apply.
- Purchaser will need to ensure sufficient room to perform the necessary scope of work and clear egress around the transformer, up to and including access routes, roads, and areas around the work location.
- Purchaser is responsible for switching, lock-out, and grounding of any equipment necessary to establish a safe work area prior to the arrival of Jordan Transformer crews, equipment, and/or Jordan Transformer's subcontractors.
- Jordan Transformer Field Service requires a 48 hour notice of schedule changes or project cancellation in writing. Failure to provide Jordan Transformer Field Service with proper notification could result in a cancellation charge of \$2500.00.
- Purchaser is responsible for disconnection and reconnection of all external protection, control(s), relay wiring, external bushing termination, buss work, deluge systems, and/or any other extraneous or ancillary parts or equipment necessary to safely complete the project as quoted.
- Any site-specific or Customer required access and/or safety training is not included in our quotation.
- Any special and/or Customer site-specific safety, PPE, or environmental requirements are not included in our quotation.



**Jordan
Transformer, LLC**

YOUR transformer specialist

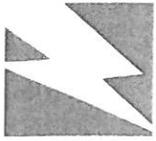
December ,21 2017

SRO Number: S-600

Field Service Final Test Results

Rantoul Municipal Utilities

Rantoul, IL



**Jordan
Transformer, LLC**

SRO Number: S-600

Project Information

Customer: Rantoul Muni. Util. Project Name: Testing
Location: Rantoul, IL Purchase Order No.: R38504

Equipment Information

Make: Westinghouse Serial Number: PFP-92251
Design Type: Core Form Phase: 3
High Voltage: 67000 Delta
Low Voltage: 13800 Wye
LTC: Yes Impedance: 7.39%

Class:	ONAN	ONAF
MVA	8.5	10.625
Rise °C	65	65

Requested Field Service Scope of Work:

Mobilize crew/equipment; Arrived onsite, performed following electrical testing as requested: Power factor and capacitance of bushings (DOBLE); Power factor and capacitance of transformer (DOBLE); Surge arrestor power factor and watts loss; Transformer Turns Ratio; 10 kV excitation (DOBLE); Sweep frequency response analysis (SFRA); Insulation resistance of windings (Megger); Insulation resistance of core ground (Megger); Winding resistance ; Current Transformers (ratio, polarity, excitation, insulation resistance, and winding resistance measurements); and demobilize crew/equipment.

Clarifications and comments:

Field testing procedures were performed per ANSI standards. The results are published on the following pages. Electronic versions of this file and the corresponding raw data are available upon request.

Jordan Transformer Field Services

Serial#: PFP92251
 Location: RANTOUL MUNICIPAL UTILITIES

Mfr: WESTINGHOUSE
 kV: 69

Control#: 7089498
 Order#: 551962

JORDAN, MN 55352 US
 ATTN: RICK RYBAK
 PO#: S-600
 Project ID: RANTOUL MUNICIPAL

Equipment: TRANSFORMER
 Compartment: MAIN(BOTTOM)
 Breathing: SEAL
 Bank: Phase:
 Fluid: MIN USGal: 2700

kVA:
 Year Mfd:
 Syringe ID: 57000724
 Bottle ID: S-600 Main
 Sampled By:

Account: 107381
 Received: 12/18/2017
 Reported: 12/19/2017

Customer ID:

Lab Control Number:		7089498
Date Sampled:		12/15/2017
Order Number:		551962
Oil Temp:		20
Dissolved Gas Analysis (DGA) ASTM D-3612 ¹	Hydrogen (H2) (µL/L):	273
	Methane (CH4) (µL/L):	1598
	Ethane (C2H6) (µL/L):	531
	Ethylene (C2H4) (µL/L):	3618
	Acetylene (C2H2) (µL/L):	<1
	Carbon Monoxide (CO) (µL/L):	572
	Carbon Dioxide (CO2) (µL/L):	4313
	Nitrogen (N2) (µL/L):	71389
	Oxygen (O2) (µL/L):	2657
	Total Dissolved Gas (TDG) (µL/L):	84951
Total Dissolved Combustible Gas (TDCG) (µL/L):	6592	
Equivalent TCG (%):	1.9592	
DGA Diagnostics	DGA Keys Gas / Interpretive Method: PER IEEE C57.104-2008 (most recent sample)	Hydrogen: Condition 2 Indications of partial discharge activity (100 µL/L). Methane: Condition 4 Severe Indications of overheated (>150°C) oil (1000 µL/L). Ethane: Condition 4 Indications of severely overheated (>250°C) oil (150 µL/L). Ethylene: Condition 4 Indications of severely overheated (>350°C) oil (200 µL/L). Acetylene within condition 1 limits (1 µL/L). Carbon Monoxide: Condition 3 Indications of significantly overheated cellulose insulation (570 µL/L). Carbon Dioxide: Condition 3 Significant Indications of overheated cellulose insulation (4000 µL/L). TDCG: Condition 4 Levels indicate excessive decomposition. Exercise extreme caution (4630 µL/L).
	DGA TDCG Rate Interpretive Method: PER IEEE C57.104-2008 (two most recent sample)	No previous sample available.
DGA Cellulose (Paper) Insulation:		CO2/CO Ratio is only applicable when CO2 greater than 5000 and CO greater than 500.
WDS DGA Condition Code:		WARNING
WDS Recommended Action:		Resample at earliest opportunity to establish gas generation rate.
Comment:		
General Oil Quality (GOQ)		
ASTM D-1533 ¹	Moisture in Oil (mg/kg):	5
ASTM D-971 ¹	Interfacial Tension (mN/m):	33.99
ASTM D-974 ¹	Acid Number (mg KOH/g):	0.024
ASTM D-1500 ¹	Color Number (ASTM):	L1.5
ASTM D-1524 ¹	Visual Exam. (Relative):	PASS CLR&BRIGHT
ASTM D-1524 ¹	Sediment Exam. (Relative):	LIGHT
ASTM D-1816 ¹	Dielectric Breakdown 2 mm (kV °C):	58 (22°C)

Notations: 1. Analysis is ISO/IEC 17025:2005 accredited, L-A-B Accredited Certificate Number L2303.12 2. This test is conducted by a subcontracted laboratory. 3. Subcontracted laboratory has received ISO Standard 17025 accreditation for this test. 5. This test is conducted by Weidmann Laboratory other than Primary Lab. 6. Weidmann Laboratory has received ISO Standard 17025 accreditation for this test. 7. Imported Sample: WEIDMANN Electrical Technology accepts no responsibility for these results; accreditation status does not apply to these results. 8. Imported Equipment 10. mg/kg, µg/g, µg/mL, µL/L = ppm, µg/L = ppb, mN/m = dynes/cm, mm²/s = cSt

Accreditation applies to current analysis only. The analyses, opinions or interpretations contained in this report are based upon material and information supplied by the client. WEIDMANN Electrical Technology does not imply that the contents of the sample received by this laboratory are the same as all such material in the environment from which the sample was taken. Our test results relate only to the sample or samples tested. Any interpretations or opinions expressed represent the best judgment of WEIDMANN Electrical Technology. WEIDMANN Electrical Technology assumes no responsibility and makes no warranty or representation, expressed or implied as to the condition, productivity or proper operation of any equipment or other property for which this report may be used or relied upon for any reason whatsoever. This test report shall not be reproduced except in full, without written approval of the laboratory.

Jordan Transformer Field Services

Serial#: PFP92251
 Location: RANTOUL MUNICIPAL UTILITIES

Mfr: WESTINGHOUSE
 kV: 69

Control#: 7089498
 Order#: 551962

JORDAN, MN 55352 US

Equipment: TRANSFORMER
 Compartment: MAIN(BOTTOM)

kVA:
 Year Mfd:

Account: 107381
 Received: 12/18/2017

ATTN: RICK RYBAK

Breathing: SEAL

Syringe ID: 57000724

Reported: 12/19/2017

PO#: S-600

Bank: Phase:

Bottle ID: S-600 Main

Project ID: RANTOUL MUNICIPAL

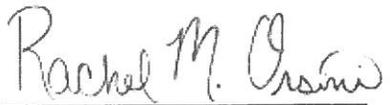
Fluid: MIN USGal: 2700

Sampled By:

Customer ID:

Lab Control Number:		7089498
Date Sampled:		12/15/2017
Order Number:		551962
Oil Temp:		20
ASTM D-924 ¹	Power Factor @ 25°C (Routine) (%)	0.050
ASTM D-924 ¹	Power Factor @ 100°C (Routine) (%)	1.074
ASTM D-4052 ¹	Density @15°C (g/mL)	0.8866
ASTM D-2668 ^{5, 6}	Oxidation Inhibitor (wt. %)	0.058
GOQ Diagnostics	Moisture in Oil:	Acceptable for in-service oil (35 mg/kg max).
PER IEEE C57.106-2015	Interfacial Tension:	Acceptable for in-service oil (25 mN/m min).
(most recent sample)	Acid Number:	Acceptable for in-service oil (0.2 mg KOH/g max).
	Color Number and Visual:	Diagnostic not applicable. Diagnostic not applicable.
	Dielectric Breakdown ASTM D-1816:	Acceptable for in-service oil (40 kV min @ 2mm).
	Power Factor @ 25°C (Routine):	Acceptable for in-service oil (0.5% max).
	Power Factor @ 100°C (Routine):	Acceptable for in-service oil (5% max).
	Oxidation Inhibitor:	Acceptable for in-service oil Type I (0.0% min and 0.08% max). Exceeds limit for in-service oil type II (0.08% min and 0.3% max).
Comment:		
PCB ^{5, 6}	Concentration (mg/kg):	2.91 mg/kg
	PCB Type (Arocolor):	1260/54
	Reporting Limit:	1
Comment:		

End of Test Report

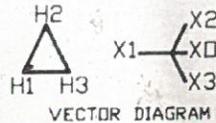
Authorized By: 
 RACHEL ORSINI
 ASSOCIATE CHEMIST

Notations: 1. Analysis is ISO/IEC 17025:2005 accredited, L-A-B Accredited Certificate Number L2303.12 2. This test is conducted by a subcontracted laboratory. 3. Subcontracted laboratory has received ISO Standard 17025 accreditation for this test. 5. This test is conducted by Weidmann Laboratory other than Primary Lab. 6. Weidmann Laboratory has received ISO Standard 17025 accreditation for this test. 7. Imported Sample: WEIDMANN Electrical Technology accepts no responsibility for these results; accreditation status does not apply to these results. 8. Imported Equipment 10. mg/kg, µg/g, µg/mL, µL/L = ppm, µg/L = ppb, mN/m = dynes/cm, mm²/s = cSt
 Accreditation applies to current analysis only. The analyses, opinions or interpretations contained in this report are based upon material and information supplied by the client. WEIDMANN Electrical Technology does not imply that the contents of the sample received by this laboratory are the same as all such material in the environment from which the sample was taken. Our test results relate only to the sample or samples tested. Any interpretations or opinions expressed represent the best judgment of WEIDMANN Electrical Technology. WEIDMANN Electrical Technology assumes no responsibility and makes no warranty or representation, expressed or implied as to the condition, productivity or proper operation of any equipment or other property for which this report may be used or relied upon for any reason whatsoever. This test report shall not be reproduced except in full, without written approval of the laboratory.

KVA RATING 8500 CONTINUOUS 65° C RISE SELF COOLED
 KVA RATING 10625 CONTINUOUS 65° C RISE FORCED AIR
 IMPEDANCE 7.39% AT 8500 KVA, RATED VOLTAGE

LV WINDING CONNECTIONS					
VOLTS	AMP 10625 KVA	MECHANISM			REVERSING SWITCH CONNECTS
		DIAL POS.	CONNECTS P1 P3		
15180	404.1	16	11	11	M TO B
15094	406.4	15	11	10	
15008	408.7	14	10	10	
14921	411.1	13	10	9	
14835	412.5	12	9	9	
14749	415.9	11	9	8	
14663	418.4	10	8	8	
14576	420.9	9	8	7	
14490	423.4	8	7	7	
14404	425.9	7	7	6	
14318	428.4	6	6	6	
14231	431.1	5	6	5	
14145	433.7	4	5	5	
14059	436.3	3	5	4	
13973	439.0	2	4	4	
13886	441.8	1	4	M	
13800	444.5	N	M	M	M TO A
13714		1	M	11	
13628		2	11	11	
13541		3	11	10	
13455		4	10	10	
13369		5	10	9	
13283		6	9	9	
13196		7	9	8	
13110		8	8	8	
13024		9	8	7	
12938		10	7	7	
12851		11	7	6	
12765		12	6	6	
12679		13	6	5	
12593		14	5	5	
12506		15	5	4	
12420	16	4	4		

WINDING	VOLTS	AMPS. 10625 KVA	TAP CHANGER
H.V.	70600	85.9	1
	68800	89.2	2
	67000	91.6	3
	65200	94.1	4
	63400	96.8	5



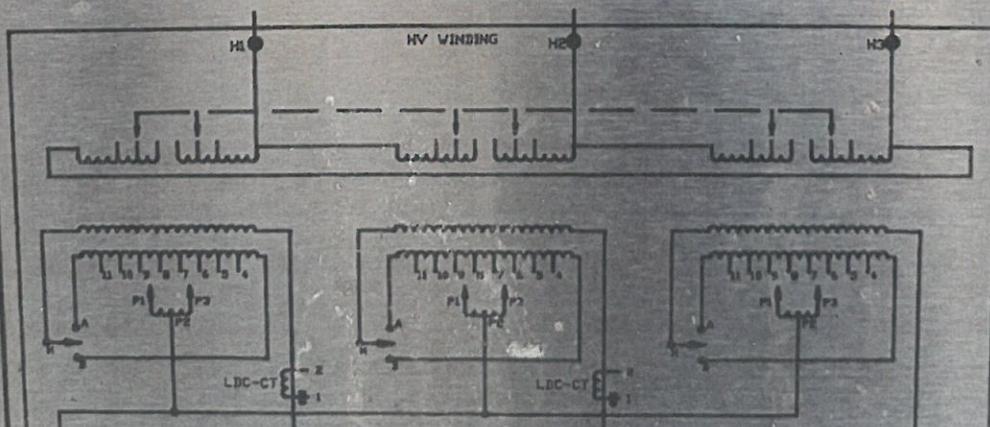
ALL WINDINGS COPPER

APPROXIMATE WEIGHTS IN POUNDS

CORE AND COILS	22800
TANK AND FITTINGS	16350
INHIBITED 10C OIL (MAIN - 2700 GAL)	20250
(LTC - 360 GAL)	2700
TOTAL	62100

BASIC INSULATION LEVEL
 HV WINDING 350 KV
 LV WINDING 110 KV

LIQUID LEVEL CHANGES .85 INCH PER 10° C CHANGE IN LIQUID TEMPERATURE.
 LIQUID LEVEL BELOW TOP SURFACE OF THE HIGHEST POINT OF MANHOLE FLANGE AT
 25° C IS 16.38 INCHES.
 MAXIMUM OPERATING PRESSURE OF LIQUID PRESERVATION SYSTEM 6.5 PSI POSITIVE TO
 6.5 PSI NEGATIVE.
 TANK SUITABLE FOR 15 PSI VACUUM FILLING.
 LDC-CT-1,2 400/5 AMP.
 ■ = POLARITY



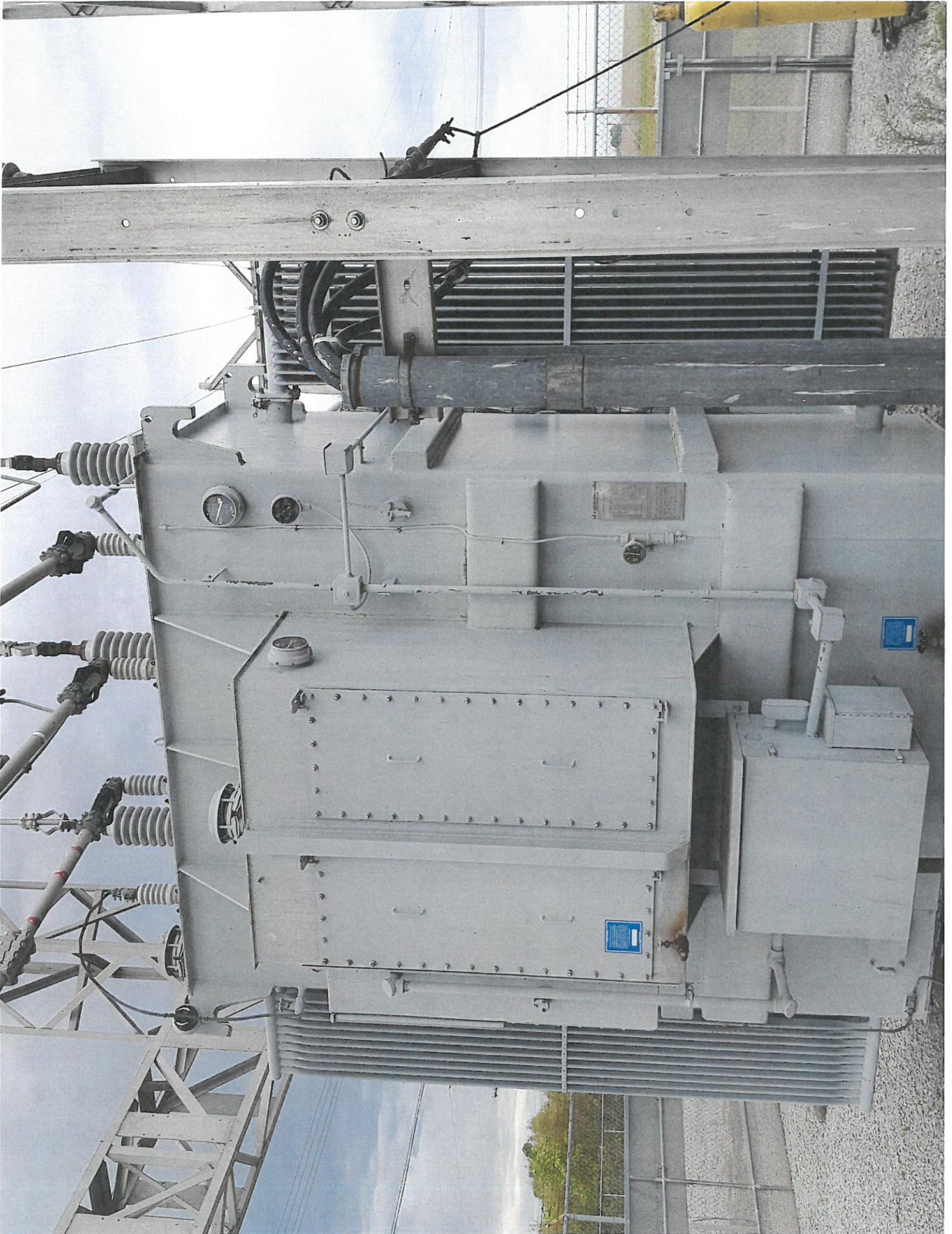


Table 1 – Dissolved gas concentration

Status	Dissolved key gas concentration limits in parts per million (ppm)*							
	Hydrogen (H ₂)	Methane (CH ₄)	Acetylene (C ₂ H ₂)	Ethylene (C ₂ H ₄)	Ethane (C ₂ H ₆)	Carbon monoxide (CO)	Carbon dioxide (CO ₂)	TDCG
Condition 1	100	120	2	50	65	350	2500	720
Condition 2	101–700	121–400	2–9	51–100	66–100	351–570	2 500–4 000	721–1920
Condition 3	701–1800	401–1000	10–35	101–200	101–150	571–1400	4 001–10 000	1921–4630
Condition 4	>1800	>1000	>35	>200	>150	>1400	>10 000	>4630

Condition 4: *TDCG within this range indicates excessive decomposition of cellulose insulation and/or oil. Continued operation could result in failure of the transformer. Need to retest.*

- There some transformer operating safely under this condition, however gases are stable.
- *If TDCG and individual gases are increasing significantly (>30ppm/day), the fault is active, transformer should be de-energized.*

Status	Dissolved key gas concentration limits in parts per million (ppm)							
	Hydrogen (H ₂)	Methane (CH ₄)	Acetylene (C ₂ H ₂)	Ethylene (C ₂ H ₄)	Ethane (C ₂ H ₆)	Carbon Monoxide (CO)	Carbon Dioxide (CO ₂)	TDCG
Condition 4	>1800	>1000	>35	>200	>150	>1400	>10 000	>4630

Action based on TDCG

Status	TDCG levels (ppm)	TDCG rate (ppm/day)	Sampling intervals and operating procedures for gas generation rates	
			Sampling interval	Operating procedures
			Condition 4	>4630
10 to 30	Daily	Advise manufacturer		
<10	Weekly	Exercise extreme caution Analyze for individual gases Plan Outage Advise manufacturer		

Thanks,

United Power Services, Inc

Oil Test Report

CUSTOMER: RANTOUL LIGHT & POWER PNT LOCATION: RANTOUL IL UPSI #: 0000021
 SUB NAME: EAST SUB CO EQUIP #: CUST. ID: IL100201

MFG: WESTINGHOUSE HIGH VOLT: 67000/13800Y # FANS: GROUND:
 SIN: PFP-92251 LOW VOLT: GAS HEADSPACE: OUTSIDE:
 GAL: 2700 IMPED: WATER COOLED: INSIDE:
 LIQUID: Oil KVA: 8500 BUSHINGS T/S: PLATFORM:
 VALVES: PHASE/CYCLE: CONS. TANK: POLE:
 DATE MFR: WELDED LID: PHYSICAL DIM: ROOF:
 EQUIP TYPE: TRANS # RADS: WEIGHT: ACCESS:

VISUAL INSPECTION DATA

DATE	OPERATING TEMP	PEAK TEMP	ACTUAL TEMP	FLUID LEVEL	PSI	VAC	PAINT	BUSHINGS	ENVR.	LEAKS / COMMENTS	RECOMMENDED SERVICE
04/15/2015	30										

LIQUID TEST DATA

DATE	D877 DIEL	D1816 1mm	D974 2mm	D971 NN	D1500 IFT	D1298 COLOR	D1298 VISUAL	D924 SG	D924 PF25	D1533 H2O	D4768 DBPC	CLASSIFICATION	RECOMMENDED SERVICE
08/05/2016	28	0.034	38.6	1.5	Clear	0.880	18					Good	Retest 1 Year

DISSOLVED GAS ANALYSIS ASTM D3612 (PPM)

DATE	METHOD	HYDROGEN H2	METHANE CH4	ETHYLENE C2H4	ETHANE C2H6	ACETYLENE C2H2	CARBON MONOXIDE	COMB. GAS	DIOXIDE	NITROGEN N2	OXYGEN O2	TOTAL DISY. GAS%
03/02/2016	D3612C	91	858	2480	410	8	179	4026	2668	52888	10588	7.0
08/23/2016	D3612C	369	1229	2744	416	4	454	5216	3414	65050	2199	7.6
09/13/2017	D3612C	302	1238	2735	418	2	423	5118	3500	77122	7548	9.3
01/30/2018	D3612C	281	1299	3111	489	2	421	5603	3760	76291	6649	9.2

COMMENT: 1/18 Combustible gases indicate overheating with arcing is occurring. Gases exceed IEEE limits. Exercise extreme caution. Plan outage. Consult manufacturer. Retest immediately.

FURAN ANALYSIS ASTM D5637 (PPB)

DATE	HMF	FOL	FAL	ACF	MEF	TOTAL PPB	CLASSIFICATION
01/23/2018	0	0	32	0	0	32	Acceptable

TRANSFORMER OIL GAS ANALYSIS

Test Method IEC 567

Transformers are vital components in both the transmission and distribution of electrical power. The early detection of incipient faults in transformers is extremely cost effective by reducing unplanned outages. The most sensitive and reliable technique used for evaluating the health of oil filled electrical equipment is dissolved gas analysis (DGA).

Insulating oils under abnormal electrical or thermal stresses break down to liberate small quantities of gases. The qualitative composition of the breakdown gases is dependent upon the type of fault. By means of dissolved gas analysis (DGA), it is possible to distinguish faults such as partial discharge (corona), overheating (pyrolysis) and arcing in a great variety of oil-filled equipment.

Information from the analysis of gasses dissolved in insulating oils is valuable in a preventative maintenance program. A number of samples must be taken over a period of time for developing trends. Data from DGA can provide

- Advance warning of developing faults.
- A means for conveniently scheduling repairs.
- Monitor the rate of fault development

NOTE : A sudden large release of gas will not dissolve in the oil and this will cause the Buchholtz relay to activate.

GAS CHROMATOGRAPHY

By separating and quantifying (measuring) the gasses found dissolved in the oil, the specialist can identify the presence of an incipient fault (early warning).

The amounts and types of gases found in the oil are indicative of the severity and type of fault occurring in the transformer.

The separation, identification and quantification of these gases requires the use of sophisticated laboratory equipment and technical skills and therefore can only be conducted by a suitably equipped and competent laboratory.

Other higher hydrocarbon gases are produced, but these are not generally considered when interpreting the gas analysis data.

ORIGIN OF GASES IN TRANSFORMER OIL

Fault gases are caused by corona (partial discharge), thermal heating (pyrolysis) and arcing.

PARTIAL DISCHARGE is a fault of low level energy which usually occurs in gas-filled voids surrounded by oil impregnated material. The main cause of decomposition in partial discharges is ionic bombardment of the oil molecules.

The major gas produced is Hydrogen. The minor gas produced is Methane.

THERMAL FAULTS

A small amount of decomposition occurs at normal operating temperatures. As the fault temperature rises, the formation of the degradation gases change from Methane (CH₄) to Ethane (C₂H₆) to Ethylene (C₂H₄).

A thermal fault at low temperature (<300deg/C) produces mainly Methane and Ethane and some Ethylene.

A thermal fault at higher temperatures (>300deg/C) produces Ethylene. The higher the temperature becomes the greater the production of Ethylene.

ARCING is a fault caused by high energy discharge.

The major gas produced during arcing is acetylene. Power arcing can cause temperatures of over 3000deg/C to be developed.

NOTE : If the cellulose material (insulating paper etc.) is involved, carbon monoxide and carbon dioxide are generated.

A normally aging conservator type transformer having a CO₂/CO ratio above 11 or below 3 should be regarded as perhaps indicating a fault involving cellulose, provided the other gas analysis results also indicate excessive oil degradation.

INTERPRETATION OF GAS ANALYSIS RESULTS

There are various international guidelines on interpreting dissolved gas analysis (DGA) data. These guidelines show that the interpretation of DGA is more of an art than an exact science.

Some of these guidelines are :

Dornenburg Ratio Method	
Rogers Ratio Method	(Table 1)
BS 5800/iec 599 Ratio Method	(Figure 1)
Key Gas Method - Doble Engineering	(Figure 1)
Amount of Key Gases - CSUS	(Table 2)
Total Combustible Gases-Westinghouse	(Table 3)
Combustible Concentration Limits	
CEGB/ANSI/IEEE	(Table 4)
HYDRO QUEBEC – Canada	(Table 5)
BBC - Switzerland	(Table 5)
OY STROMBERG - Finland	(Table 5)
SECR - Japan	(Table 5)
EDF - France	(Table 7)

The combustible Concentration Limits differ from country to country, continent to continent and transformer to transformer. It is not practical to set concentration limits because of the many variations involved.

The Gas Concentrations in the oil depend upon :

The volume of oil involved	(dilution factors)
The age of the transformer (new or old)	
The type of transformer	(Generator or Transmission)
	(Sealed or free breathing)
	(Construction of Tap changer)

Interpretation and Historical Data

TCS has one of the most comprehensive insulating oil data management systems and interpretation guide. This system does graphical trend analysis for gas-in-oil data. The reports contain recommended action based on the latest accepted guidelines and TCS's extensive experience. TCS will maintain all customers historical records. These data are used to update and improve the diagnostic process.

Results

All reports this included Graphs can be e-mailed to the customer ie full integration with Microsoft Office 2000.

Transformer Chemistry Services method of interpretation is based upon :

- Key gases : CSUS values (Age compensated)
- BS 5800/IEC 599 ratios (providing the Total Combustible Gases present are above 300 ppm)
- Rogers Ratio's
- Trend (Production rates of gases) Morgan-Schaffer Tables
- Total Combustible Gas Production Rates TDCG(c57.104-1991)
- Total Combustible Gas Westinghouse Guidelines
- Age of transformer.
- History of transformer (Repaired, degasses, etc).

CONCLUSION

Analysing insulating oil taken from transformers is a unique way of identifying problems occurring within a transformer.

By identifying and quantifying the gases found in transformer oil, the condition of the transformer can be monitored.

If faults are found to be occurring, outages can be planned and the fault can be rectified before major damage can occur.

The interpretation of transformer oil gas analysis is still an art and not an exact science. The interpretation should be left to a specialist and his advice and recommendations should be followed. Samples should be taken regularly and records kept.

EAST SUB

TABLE 2
 CALIFORNIA STATE UNIVERSITY
 SACRAMENTO
 GUIDELINES FOR COMBUSTIBLE GAS

281 }
 1299 }
 489 }
 3111 }
 2 }
 421 }
 3760 }
 76,291 }
 6649 }

GAS	NORMAL	ABNORMAL	INTERPRETATION
H2	< 150 ppm	> 1000 ppm	Arcing corona
CH4	< 25 ppm	> 80 ppm	Sparking
C2H6	< 10 ppm	> 35 ppm	Local Overheating
C2H4	< 20 ppm	> 100 ppm	Severe Overheating
C2H2	< 15 ppm	> 70 ppm	Arcing
CO	< 500 ppm	> 1000 ppm	Severe Overloading
CO2	< 10 000 ppm	> 15 000ppm	Severe Overloading
N2	1-10 %	NA	-
O2	0.03 %	> 0.5 %	Combustibles

Recommended Safe Fault Gas Levels in Oil Immersed Equipment (max., ppm)

Gas	Dornenburg/Stritt.	IEEE	Bureau of Reclam.	Age Compensated
Hydrogen	200	100	500	20n+50
Methane	50	120	125	20n+50
Ethane	35	65	75	20n+50
Ethylene	80	50	175	20n+50
Acetylene	5	35	7	5n+10
Carbon Monoxide	500	350	750	25+500
TDCG (tot. above)	6000	720	10000	110n+710
Carbon Dioxide		2500		100n+1500 n=yrs in service

TABLE 3
WESTINGHOUSE
GUIDELINES ON
TOTAL COMBUSTIBLE GASES(TCG)

TOTAL COMBUSTIBLE GASSES	RECOMMENDED ACTION
0 - 500 ppm	Normal Aging Analyse again in 6-12 months
501 to 1200 ppm	Decomposition maybe in excess of normal aging Analyse again in 3 months
1201 to 2500 ppm	More than normal decomposition Analyse in 1 month
2500 ppm and above	Make weekly analysis to determine gas production rates Contact manufacturer

Combustible gas generation in service also has to be determined. A generation of above 100ppm combustible gases in a 24hour period merits attention. Weekly or monthly samples may be necessary.

Actions based on TDCG(c57.104-1991)

Sampling intervals and Operating for Corresponding Gas Generation Rates

	TDCG Levels (ppm)	TDCG rates (ppm/day)	Sampling Interval	Operating Procedure
Condition 4	>4630	>30	Daily	Consider removal of service
		10-30	Daily	Advise Manufacturer
		<10	Weekly	Exercise extreme Caution. Analyse for individual gases Plan outage. Advise manufacturer
Condition 3	1921-4630	>30	Weekly	Exercise extreme caution Plan outage
		10-30	Weekly	Analyse for individual gases
		<10	Monthly	Advise manufacturer
Condition 2	721-1920	>30	Monthly	Exercise extreme caution Plan outage
		10-30	Monthly	Analyse for individual gases
		<10	Quarterly	Advise manufacturer
Condition 1	≤ 720	>30	Monthly	Exercise extreme Caution. Analyse for individual gases Determine load dependence
		10-30	Quarterly	Exercise extreme Caution. Analyse for individual gases Determine load dependence
		<10	Annually	Continue a normal operation

TABLE 4
CEGB/ANSI/IEEE GUIDE FOR
GAS CONCENTRATION LIMITS IN PPM V/V

GAS	GENERATOR TRANSFORMERS	TRANSMISSION
H2	240y	100
CO	580	350
CH4	160	120
C2H6	115	65
C2H4	190	30
C2H2	11	35

TABLE 5
OTHER INTERNATIONAL
GAS CONCENTRATION LIMITS
IN PPM V/V

GAS	HYDRO QUEBEC	BBC	OY STROMBERG
	CANADA	SWITZERLAND	FINLAND
H2	250	200	100
CO	850	1000	500
CH4	33	50	100
C2H6	15	15	150
C2H4	40	60	100
C2H2	25	15	30

TABLE 6
SECR - JAPAN
LIMITING VALUES
IN PPM V/V

GAS	TRANSFORMERS	TRANSFORMERS	TRANSFORMERS
	>275kV & >10MVA	>275kV & <10MVA	>500 kV
H2	400	400	300
CO	300	300	200
CH4	150	200	100
C2H6	150	150	50
C2H4	200	300	100
TCG	700	1000	400

TABLE 7
EDF - FRANCE
TRANSMISSION TRANSFORMERS
WITHOUT ON-LOAD TAP CHANGERS

GAS	GENERATOR TRANSFORMERS	TRANSMISSION TRANSFORMERS
H2	33	130
CO	770	1000
CH4	44	130
C2H6	33	150
C2H4	11	44
C2H2	0.4	0.4

TABLE 1

Code for examining analysis of gas dissolved in mineral oil

IEC 599	Code of range of ratios			Typical examples	
	$\frac{C_2H_2}{C_2H_4}$	$\frac{CH_4}{H_2}$	$\frac{C_2H_4}{C_2H_6}$		
Ratios of characteristic gases < 0.1 0.1-1 1-3 > 3	0 1 1 2	1 0 2 2	0 0 1 2		
Case No.	Characteristic fault				
0	No fault	0	0	0	Normal ageing
1	Partial discharges of Low energy density	0 but not significant	1	0	Discharges in gas-filled cavities resulting from incomplete impregnation, or supersaturation or cavitation or high humidity.
2	Partial Discharges of Low energy density	1	1	0	As above, but leading to tracking or perforation of solid insulation.
3	Discharges of low energy (see Note 1)	1-2	0	1-2	Continuous sparking in oil between bad connections of different potential or to floating potential. Breakdown of oil between solid materials.
4	Discharges of High Energy	1	0	2	Discharges with power follow-through. Arcing-breakdown of oil between windings or coils, or between coils to earth. Selector breaking current.
5	Thermal fault of Low Temperature <150°C (see Note 2)	0	0	1	General insulated conductor overheating
6	Thermal Fault of Low Temperature range 150°C-300°C (see Note 3)	0	2	0	Local overheating of the core due to concentrations of flux. Increasing hot spot temperatures; varying from small hot spots in core, overheating of copper due to eddy currents, bad contacts/joints (pyrolytic carbon formation) up to core and tank circulating currents.
7	Thermal fault of Medium temperature range 300°C-700°C	0	2	1	
8	Thermal fault of high temperature >700°C (see Note 4)	0	2	2	

Notes 1. - For the purpose of this table there will be a tendency for the ratio $\frac{C_2H_2}{C_2H_4}$ to rise from a value between 0.1 and 3 to above 3 and for the ratio $\frac{C_2H_4}{C_2H_6}$ from a value between 0.1 and 3 as the spark develops in intensity.

2. - In this case the gases come mainly from the decomposition of the solid insulation, this explains the value of the ratio $\frac{C_2H_4}{C_2H_6}$
3. - This fault condition is normally indicated by increasing gas concentrations. Ratio $\frac{CH_4}{H_2}$ is normally about 1; the actual level of temperature and oil quality.
4. - An increasing value of the amount of C_2H_2 may indicate that the hot point temperature is higher than 1000°C

General remarks: 1) Significant values quoted for ratios should be regarded as typical only.

- 2) Transformers fitted with in-tank on-load tap-changers may indicate faults of Type 202/102 depending on seepage or transmission of arc decomposition products in the diverter switch tank into the transformer tank oil.
- 3) Combinations of the ratios not included in Table 1 may occur in practice. Consideration is being given to the interpretation of such combinations.

**SUGGESTED DIAGNOSIS FROM GAS RATIOS-ROGERS
RATIO METHOD**

$\frac{CH_4}{H_2}$	$\frac{C_2H_6}{CH_4}$	$\frac{C_2H_4}{C_2H_6}$	$\frac{C_2H_2}{C_2H_4}$	Suggested Diagnosis
>0.1 <1.0	<1.0	<1.0	<0.5	Normal
≤0.1	<1.0	<1.0	<0.5	Partial Discharge corona
≤0.1	<1.0	1.0	≥0.5 or ≥3.0 <3.0	Partial Discharge- corona with tracking
>0.1 <1.0	<1.0	≥3.0	≥3.0	Continuous discharge
>1.0 <1.0	<1.0	≥1.0 or ≥3.0 <3.0	≥0.5 or ≥3.0 <3.0	Arc - with power follow through
>1.0 <1.0	<1.0	<1.0	≥0.5 <3.0	Arc - no power follow through
≥1.0 or ≥3.0 <3.0	<1.0	<1.0	<0.5	Slight Overheating- to 150°c
≥1.0 or ≥3.0 <3.0	≥1.0	<1.0	<0.5	Overheating 150°-200°C
>0.1 <1.0	≥1.0	<1.0	<0.5	Overheating 200°-300°C
>0.1 <1.0	>1.0	≥1.0 <3.0	<0.5	General conductor overheating
≥1.0 <3.0	<1.0	≥1.0 <3.0	<0.5	Circulating currents in windings
≥1.0 <3.0	<1.0	≥3.0	<0.5	Circulating currents core and tank; overloaded joints

**Fault gas generation rates for
transformer with 50 m³ of oil**

	Normal	Serious
H ₂	Less than 0.1 ppm/day	more than 2ppm/day
CH ₄	0.05	6
C ₂ H ₂	0.05	6
C ₂ H ₄	0.05	6
C ₂ H ₆	0.05	1
CO	2	10
CO ₂	6	20

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
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ITEM: Construction Engineering Services with Baxter & Woodman for the Willow Pond Road Reconstruction	DEPARTMENT: Public Works
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AGENDA SECTION:	AMOUNT: \$70,796.00 (Not to Exceed)
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ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: March 20, 2018
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SUMMARY HIGHLIGHTS:

This Agenda Item provides for an engineering service agreement with Baxter & Woodman to provide the construction engineering (CE) services for the Willow Pond road reconstruction. This work consists of the removal and placement of hot-mix asphalt, along with other roadway improvements, from between Fairway / Birdie Drives to Golfview Road.

Following the Request For Qualifications (RFQ) process for the Flessner Avenue intersection design, Baxter & Woodman was selected in 2014 to design three (3) roadway improvement projects, including the Willow Pond Roadway. Based on their overall performance in the design and construction engineering phases for the other two projects (Sangamon Avenue reconstruction and the Neighborhood Street improvement project), it is recommended that their services be utilized for the construction engineering phase of this roadway improvement.

The design engineering was supported through Community Development (CD) funds and completed in late 2014. Funding for construction has been allocated within the Village's FY2019 Budget. The proposal is in a not-to-exceed amount of \$70,796.00.

It is proposed that the advertising for construction begin in April/May in order to allow for a summer 2018 construction schedule.

RECOMMENDED ACTION: Authorize an engineering service agreement with Baxter & Woodman to provide the construction engineering (CE) services for the Willow Pond road reconstruction in the not-to-exceed amount of \$70,796.00.

DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: Rick Snider 
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AGENDA PAGE NUMBER:

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM		PAGE ____ OF ____
ITEM: Design engineering agreements with Baxter & Woodman for community road improvements funded through HUD	DEPARTMENT: Public Works	
AGENDA SECTION:	AMOUNT: Design engineering fees: \$111,400.00 – Sangamon Ave \$102,100.00 - Willow Pond Road ✓ \$28,200.00 - East Perimeter Road	
ATTACHMENTS: (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: June 20, 2014	
<p>SUMMARY HIGHLIGHTS:</p> <p>This Agenda Item provides for three (3) separate engineering agreements with Baxter & Woodman Consulting Engineers to design roadway improvements in areas supported through the Housing and Urban Development (HUD) funds of Community Development (CD). These improvements have previously been identified during the Village's Capital Improvement portion of the budget process, but funds have not yet become available to undertake the design and construction. Community Development has a current fiscal year need to utilize a larger portion of their available funds (by February 2015) and as certain infrastructure improvements (in the CD area only) qualify under the CD programs, Community Development is working with Public Works to identify and develop community improvements. With the limited time left in the CD fiscal year, actual infrastructure design AND construction is not feasible, so the focus has been on design efforts of multiple projects.</p> <p>Baxter and Woodman was selected following the Request For Qualifications (RFQ) process for the Flessner Avenue intersection design. Based on their overall design performance for this project, it is recommended that their services be utilized for the proposed roadway design improvements.</p> <p>The projects that are being proposed include the following:</p> <ol style="list-style-type: none"> 1. \$111,400.00 - Reconstruction of Sangamon Avenue from Marshall Street to Chanute Street (2200'). This will include new pavement, sub-base, curb & gutter, partial sidewalk replacement (ADA compliance), and storm sewer system improvements. The estimated construction cost is \$1,250,000.00. 2. \$102,100.00 - Roadway improvements of Willow Pond Rd from Fairway to Golfview Road (2450'). This will include full depth pavement replacement, new aggregate shoulders, sidewalk repair, and realignment at the intersection of Willow Pond Rd and Par Dr. The estimated construction cost is \$1,300,000.00. 3. \$28,200.00 - Reconstruction of E. Perimeter Road from east of S. Maplewood Drive to Golfview Road (4090'). The estimated construction cost is \$465,300.00. <p>Utilizing the current available CD funds allows the Village to have a series of "shovel ready" projects that may allow the Village to tap other grants and funding sources for the bidding and construction phases.</p> <p>It should be noted that the use of Community Development funds is limited to certain areas of the community (in general, east of the Canadian National Railroad and south of Grove Avenue).</p>		
RECOMMENDED ACTION: Authorize the approval of three (3) engineering agreements with Baxter & Woodman for the design of roadway improvements along Sangamon Ave (\$111,400.00), Willow Pond Road (\$102,100.00) and East Perimeter Road (\$28,200.00).		
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR:	
AGENDA PAGE NUMBER:		

SECTION	COUNTY	TOTAL SHEETS
	CHAMPAIGN	53

COPYRIGHT 2014, BY BAXTER & WOODMAN, INC.
STATE OF ILLINOIS - PROFESSIONAL DESIGN FIRM
LICENSE NO. - 184-002232 - EXPIRES 4/30/15

VILLAGE OF RANTOUL, ILLINOIS

FAU 7098 WILLOW POND ROAD RECONSTRUCTION

FROM BIRDIE DRIVE TO GOLFVIEW ROAD

CHAMPAIGN COUNTY

FOR INDEX OF SHEETS, SEE SHEET NO. 2

FOR INDEX OF HIGHWAY STANDARDS, SEE SHEET NO. 2

NOTE:
THE LOCATION OF UTILITIES SHOWN ARE DETERMINED FROM THE BEST AVAILABLE DATA AND ARE FOR INFORMATION ONLY AND ARE NOT INTENDED TO REPRESENT THE ACTUAL LOCATION OF UTILITIES IN THE FIELD AT THE TIME OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND SHALL BE LIABLE FOR ANY DAMAGES TO THEM RESULTING FROM HIS OPERATIONS.

TRAFFIC DATA

WILLOW POND ROAD
POSTED SPEED LIMIT = 20 MPH
2011 ADT = 1600 VPD

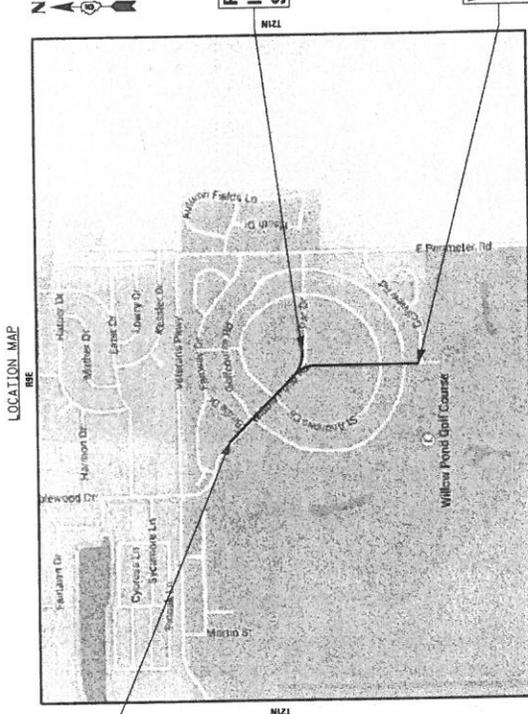
DESIGN DESIGNATION

WILLOW POND ROAD, MAJOR COLLECTOR

VILLAGE OFFICIALS

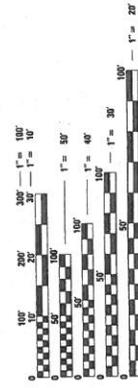
- CHARLES SMITH - MAYOR
- MIKE GRAHAM - CLERK
- SCOT BRANDON - COMPTROLLER
- JEFFREY FIGENSHUCH - ADMINISTRATOR
- G. GREGORY HAZEL, P.E. - DIRECTOR OF PUBLIC WORKS

**WILLOW POND RD
IMPROVEMENT BEGINS
STA. 100 + 06**



**PAR DR
IMPROVEMENT ENDS
STA. 303 + 05**

**WILLOW POND RD
IMPROVEMENT ENDS
STA. 124 + 81**



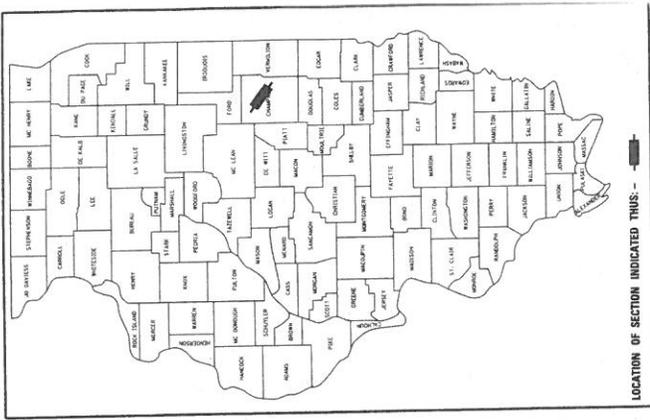
FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

JULIE, DESIGN STAGE REQUEST
DIC. No. A219111B

Call Before You Dig

JULIE
CONSULTING ENGINEERS

CONTACT JULIE AT 811 OR 800-892-0123 WITH THE FOLLOWING:
COUNTY - CHAMPAIGN
CITY/TOWNSHIP - RANTOUL
SEC. & 1/4 SEC. NO. - 1 SW 1/4 T21N R9E
48 HOURS (2 working days) BEFORE YOU DIG



APPROVED _____ 20
VILLAGE OF RANTOUL, DIRECTOR OF PUBLIC WORKS

Professional Engineer Seal for Julie A. Core, License No. 62-00884, State of Illinois, Exp. 11-30-2015.

PROJECT MANAGER
JULIE CORE
LICENSED PROFESSIONAL ENGINEER
11-30-2015

March 19, 2018

Mr. Gregory Hazel, P.E.
Public Works Director
Village of Rantoul
200 West Grove Avenue
Rantoul, IL 61866

***Subject: Village of Rantoul - Willow Pond Road Reconstruction
(Birdie Drive to Golfview Road)
Construction Engineering Services***

Dear Mr. Hazel:

Baxter & Woodman, Inc. is pleased to submit this proposal to the Village to provide Construction Services for the subject project.

PROJECT SUMMARY

The improvements consist of hot-mix asphalt pavement removal; aggregate base repairs; curb and gutter removal and replacement; sidewalk removal and replacement; hot-mix asphalt pavement; parkway restoration; pavement markings; and other incidental and miscellaneous items of work in accordance with the Plans, Standard Specifications, and Special Provisions. The Project will utilize Village funds.

SCHEDULE

It is assumed that construction services will begin in June of 2018 and be completed by October of 2018. The project's construction schedule is based on 40 Working Days.

CONSTRUCTION SCOPE OF SERVICES

1. Act as the Village's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
 - A. Prepare Contract Documents, Performance/Payment Bonds, and Notice to Proceed.
Review Contractor insurance documents

- B. Attend and prepare minutes for the preconstruction conference, creation of project files and construction documents, and review the Contractor's proposed construction schedule, list of subcontractors and material suppliers.
- C. Attend a public informational meeting for the Project prior to construction.

3. CONSTRUCTION ADMINISTRATION

- A. Attend bi-weekly construction progress meetings.
- B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Village agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Village further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
- C. Prepare construction contract change orders and work directives when authorized by the Village.
- D. Review the Contractor's requests for payments as construction work progresses, and advise the Village of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- E. Research and prepare written response by Engineer to request for information from the Village and Contractor.
- F. Project manager or other office staff visit site as needed.
- G. Provide the services of a materials testing company, as a sub consultant, to perform soil and aggregate stability testing, proportioning and testing of the Portland cement concrete and bituminous mixtures in accordance with the IDOT's Bureau of Materials manuals of instructions for proportioning. Review laboratory, shop and mill test reports of materials and equipment furnished by the Contractor.

4. FIELD OBSERVATION AND DOCUMENTATION

- A. Engineer's site observation shall be at the times agreed upon with the Village. Engineer will provide (1) Resident Engineer on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, (for up to 420 hours) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Village to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts of omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- B. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- C. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide daily reports to the Village on the construction progress and working days charged against the Contractor's time for completion.

5. PROJECT CLOSEOUT

- A. Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Engineering Services. Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with and electronic copy within ninety (90) days of the Project completion.
- B. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- C. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- D. Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.

ENGINEERING FEE

	Planned Hours	Compensation	Sub-Consultant	Mileage Expenses	Total Compensation
Overall Project Total	568	\$67,030.00	\$1,888.00	\$1,878.00	\$70,796.00
Project Initiation	36	\$5,020.00		\$225.00	\$5,245.00
Construction Administration	72	\$10,960.00		\$561.00	\$11,521.00
Field Observation & Documentation	420	\$46,200.00	\$1,888.00	\$867.00	\$48,955.00
Project Closeout	40	\$4,850.00		\$225.00	\$5,075.00

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including mileage direct costs which in total will not exceed **\$70,796.00**. See attached for fee breakdown, sub-consultant proposal, and company billing rates.

We appreciate the opportunity to work with the Village of Rantoul on this important project and we are available to begin work immediately upon your notice to proceed. If you find this proposal acceptable, please sign one copy and return for our files.

Please do not hesitate to contact Matthew Abbeduto at 815-444-3352 or via email at mabbeduto@baxterwoodman.com if you have any questions or need additional information.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Craig D. Mitchell, P.E.
Vice President

Attachment

VILLAGE OF RANTOUL, ILLINOIS

AUTHORIZED BY: _____

TITLE: _____

DATE: _____

I:\Crystal Lake\RANTL\140688-Willow Pond Road CS\Contracts\Work\60-Construction\140688.60 Proposal.doc

Village of Rantoul									
Plan Number: 140688.60-B									
Plan Name: Willow Pond Road Reconstruction Construction Engineering Services									
Level	Emp	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation		
		568.00	67,030.00	67,030.00	1,888.00	1,878.00	70,796.00	Overall Project Total	
CS105	Project Initiation	36.00	5,020.00	5,020.00	0.00	225.00	5,245.00		
	001 Review / Prepare Contract Documents	4.00	620.00	620.00	0.00	0.00	620.00		
	Sr Engineer III	4.00	620.00						
	002 Public Meeting	16.00	2,280.00	2,280.00	0.00	112.50	2,392.50		
	Sr Engineer I	8.00	1,040.00						
	Sr Engineer III	8.00	1,240.00						
	003 Preconstruction Meeting	16.00	2,120.00	2,120.00	0.00	112.50	2,232.50		
	Engineer III	8.00	880.00						
	Sr Engineer III	8.00	1,240.00						
CS110	Construction Administration	72.00	10,960.00	10,960.00	0.00	561.00	11,521.00		
	001 Progress Meetings	30.00	4,650.00	4,650.00	0.00	561.00	5,211.00		
	Sr Engineer III	30.00	4,650.00						
	002 Manage Project	24.00	3,720.00	3,720.00	0.00	0.00	3,720.00		
	Sr Engineer III	24.00	3,720.00						
	003 Vist Site	10.00	1,550.00	1,550.00	0.00	0.00	1,550.00		
	Sr Engineer III	10.00	1,550.00						
	004 Design Assistance	8.00	1,040.00	1,040.00	0.00	0.00	1,040.00		
	Sr Engineer I	8.00	1,040.00						
CS140	Field Observation & Documentation	420.00	46,200.00	46,200.00	1,888.00	867.00	48,955.00		
	Engineer III	420.00	46,200.00						
CS150	Project Closeout	40.00	4,850.00	4,850.00	0.00	225.00	5,075.00		
	001 Punchlist Verification / Final Documentation / Process Record Drawings	30.00	3,300.00	3,300.00	0.00	225.00	3,525.00		
	Engineer III	30.00	3,300.00						
	002 Manage Project	10.00	1,550.00	1,550.00	0.00	0.00	1,550.00		
	Sr Engineer III	10.00	1,550.00						



Midwest Engineering and Testing, Inc.

geotechnical · environmental · materials engineers
501 Mercury Drive
Champaign, IL 61822-9649
www.metgeotech.com
217-359-2128
FAX 217-359-8446

PROPOSAL AGREEMENT

March 8, 2018

Mr. Matthew Abbeduto
Baxter and Woodman Consulting Engineers
8840 West 192nd Street
Mokena, IL 60448

Re: Proposal for Material Testing Services
Willow Pond Road Reconstruction
Birdie Drive to Golfview Road
Rantoul, Illinois
MET Proposal No. 8060

Dear Mr. Abbeduto:

Midwest Engineering and Testing, Inc. (MET) proposes to provide technical personnel to perform the requested materials testing services in accordance with the project specifications as scheduled by the client on an on-call basis. Services should be scheduled 24 hours in advance by calling our office. We anticipate testing services to be provided will include footing bearing inspections, rebar inspection, concrete sampling and testing, and soil backfill testing.

Services will be performed on a unit rate basis in accordance with the unit rates indicated on the Unit Fee Schedule and pursuant to the General Conditions attached and considered a part of this service contract. Required testing services not included on the attached Unit Fee Schedule can be quoted upon request. All technical field time will be charged on a portal-to-portal basis. The individual signing below warrants that he/she has full authority to enter into this contract and bind the client and agrees to this fee schedule as the basis of payment, and to all terms and conditions.

Please sign and return one complete copy of this agreement to MET, and retain one copy for your file. If you have questions regarding the Proposal Agreement, please contact us at your convenience. We are looking forward to working with you on this project.

Attachments: Unit Fee Schedule
 General Conditions
 Estimate Worksheet

Client Signature

Date

Printed Name



Midwest Engineering and Testing, Inc.

geotechnical - environmental - materials engineers
501 Mercury Drive
Champaign, IL 61822-9649
217-359-2128
FAX 217-359-8446

**2018 STANDARD FEE SCHEDULE
CONSTRUCTION TESTING AND ENGINEERING FEES**

FIELD TESTING SERVICES

Technical services for on-site monitoring and testing of construction materials, including concrete placement, field density testing for soil compaction, spread footing inspection, pile inspection, caisson inspection, asphalt placement, asphalt and concrete batch plant inspection, structural steel bolting, visual welding inspection, and roofing inspection.

Engineering Technician	\$ 45.00 Per Hour	Nuclear Density Gauge	\$ 50.00 Per Day
Senior Engineering, Technician	\$ 50.00 Per Hour	Concrete Coring Machine	\$ 75.00 Per Day
Field Engineer or Geologist	\$ 90.00 Per Hour	Floor Flatness Meter	\$125.00 Per Day
Certified Welding Inspector (CWI)	\$ 125.00 Per Hour	Concrete Maturity Meter	\$100.00 Per Day

ENGINEERING SERVICES

Engineering services for on-site monitoring and evaluation, construction materials testing, job site meetings, report preparation and review, and consultation.

Staff Engineer or Geologist	\$ 90.00 Hour	Principal Engineer	\$ 150.00 Hour
Project Engineer	\$ 125.00 Hour	Senior Geologist	\$ 150.00 Hour

LABORATORY TESTING SERVICES

Concrete Cylinder Compression Test	\$ 15.00 Each	Moisture Density Relationship:	
Concrete Beam Flexural Test	\$ 25.00 Each	Standard Proctor	\$ 125.00 Each
Grout Cube Compression Test	\$ 15.00 Each	Modified Proctor	\$ 145.00 Each
Grain size - Dry Sieve Analysis	\$ 75.00 Each	One Point Confirmation Test	\$ 75.00 Each
Grain size - Wash Test	\$ 50.00 Each		
Grain size - Hydrometer	\$ 125.00 Each	Concrete Relative Humidity Sensors	\$ 50.00 Each
Atterberg Limits	\$ 75.00 Each	Concrete Moisture Calcium Chloride	\$ 50.00 Each
Concrete Cylinder Molds	\$ 2.50 Each	Asphalt Core Density	\$ 25.00 Each
Maturity Meter Sensors	\$ 50.00 Each	Concrete Core Compression Tests	\$ 25.00 Each

REMARKS - Personnel charges will be based on a portal-to-portal basis; a minimum charge of 4 hours will apply for all Field Testing Services. A transportation charge of \$0.65 per mile will be added for travel to and from the site, and other job related travel for project locations outside of Champaign-Urbana. An overtime multiplier of 1.5 will be used for services performed on Saturday, Sunday or holidays; for work scheduled outside the hours of 7:00 a.m. to 5:00 p.m.; or for more than eight (8) hours per day. Services and fees not listed will be quoted upon request. The above prices include up to four (4) copies of the report distributed as requested. Payment for invoices will be due within 15 days of receipt of invoice. Interest will be added at a rate of 1 1/2% per month of delinquency. Proposal estimates and verbal quotations will remain valid for 60 days, at which time they may be subject to change or withdrawal.

GENERAL CONDITIONS

Midwest Engineering and Testing, Inc. (MET)

General Testing Services

Item 1. Scope of work. Midwest Engineering and Testing, Inc. (MET) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of MET's proposal, Standard Fee Schedule, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The hiring of MET signifies the acceptance of this proposal and the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the Fee Schedule or elsewhere in the agreement can be provided. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client agrees to impart the terms of this agreement to any third party to whom client releases any part of MET's work. MET shall have no obligations to any party other than those expressed in this agreement.

Item 2. Site Access. The client will provide for the right-of-access to the work site. In the event the work site is not owned by the Client, client represents to MET that all necessary permissions for MET to enter the site and conduct the work have been obtained. While MET shall exercise reasonable care to minimize damage to the property the client understands that some damage may occur during the normal course of work, that MET has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

Item 3. Personnel Responsibility. The presence of MET field representatives will be for the purpose of providing observation and field testing, and does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor(s) for this project should be so advised. The contractor should also be informed that neither the presence of, nor the observation and testing by MET personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that MET will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

Item 4. Observations and Tests. The term "observation" implies only that MET would observe the applicable portions of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements. Client shall cause all tests and observation of the site, materials and work performed by MET or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and MET's recommendations. No Claims for loss, damage or injury shall be brought against MET by client or any third party unless all tests and observations have been so performed and unless MET's recommendations have been followed.

Item 5. Accuracy of Test Locations and Elevations. The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

Item 6. Degree of Certainty of Compliance. With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observations and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for the Scope of Services requested by our client and as scheduled by the client or client's representative. The degree of certainty for compliance with project specifications is much greater with full-time observation and testing than it is with intermittent observation and testing.

Item 7. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise MET of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by MET employees or subcontractors or which in any other way may be pertinent to MET's proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of MET site personnel and/or the public. MET may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

Item 8. Reports and Ownership of Documents. MET will furnish three copies of the report to the client. Additional copies will be furnished to the owner or others at the rate specified in the fee schedule. All reports, boring logs, field data, field notes, laboratory test data, calculations,

estimates, and other documents prepared by MET as instruments of service, shall remain the property of MET, unless there are other contractual agreements. MET will retain final reports relating to the services performed for a period of 5 years following submission of the report. Client agrees to return upon demand and will not use for any purpose whatsoever all reports and other work furnished to client or his agent which are not paid for.

Item 9. Confidentiality. MET shall hold Confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". MET shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns, or for protection of MET against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by MET is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MET.

Item 10. Standard of Care. MET will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with that level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil, groundwater and other materials can vary between sampling and testing points and with time, and that the interpretation of data, and opinions and recommendations made by MET are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. MET will not be responsible for the interpretation by others, of data obtained by MET.

Item 11. Limitations of Liability. The client agrees to limit MET's liability to the client and all parties claiming through the client or otherwise claiming reliance on MET's services allegedly arising from MET's professional acts or errors and omissions, to a sum not to exceed MET's applicable insurance limits. In no event shall MET or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on MET's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

Item 12. Insurance. MET represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that MET's employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request. MET shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions.

Item 13. Modifications. This agreement and all attachments pursuant to this agreement represent the entire understanding between the parties, and neither the client nor MET may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 14. Termination. This agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, MET shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place MET's files in order and/or to protect its professional reputation.

Item 15. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month and/or upon completion of said services, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, MET at its option may terminate its services due to clients failure to pay when due. In the event of termination of services prior to completion, client shall compensate MET for all services performed prior to and for such termination.

Item 16. Sample Disposal. Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed of thirty (30) days after submission of MET's report.



Midwest Engineering and Testing, Inc.

501 Mercury Drive
Champaign, IL 61822
217-359-2128
Fax 217-359-8446

Mr. Matthew Abbeduto
Baxter and Woodman Consulting Engineers
MAbbeduto@baxterwoodman.com

Proposal For Construction Testing
Willow Pond Road Reconstruction
Birdie Drive to Golfview Road
Rantoul, Illinois
March 8, 2018
MET Proposal Number 8060

On-site Work Estimate

HMA Testing - Two (2) four (4) hour days
Concrete Testing - Two (2) four (4) hour days
Subgrade Testing - One (1) four (4) hour day
Miscellaneous - Two days to pick up cylinders

ESTIMATE WORKSHEET

	<u>Quantity</u>		<u>Unit Fee</u>	<u>Total</u>
Senior Engineering Technician, per hour	24	Hours	\$50.00	\$1,200.00
Senior Engineering Technician Overtime, per hour	0	Hours	\$75.00	\$0.00
Nuclear Density Gauge, per day	3	Days	\$50.00	\$150.00
Standard Proctor, per test	0	Tests	\$125.00	\$0.00
Concrete Compression Testing, per test	8	Tests	\$15.00	\$120.00
Trip Charge, per trip	7	Trips	\$15.00	\$105.00
Project Engineer, per hour	2.5	Hours	\$125.00	\$312.50
				<hr/>
				\$1,887.50

Budget Estimate \$1,887.50

BAXTER & WOODMAN, INC.
 2018 HOURLY BILLING RATES AND EXPENSE ITEMS
 FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Principal	\$190
Senior Engineer III to IV	\$150 to \$175
Senior Engineer I to II	\$125 to \$140
Engineer III to IV	\$105 to \$115
Engineer I to II	\$90 to \$95
Engineering Technician III to V	\$115 to \$145
Engineering Technician I to II	\$60 to \$105
Senior Geologist	\$140
Professional Surveyor I	\$145
Administrative Support I to III	\$70 to \$78
Marketing Professional I to III	\$70 to \$80
Accounting Professional I to III	\$70 to \$80

Hourly rates for inspection services do not include any overtime.
 The Engineer may adjust the hourly billing rate and out-of-pocket expenses on or about January 1 of each subsequent year and will send the new schedule to the Owner.
 Hourly Billing Rates include direct labor and indirect overhead expenses, readiness to serve, and profit, and are for 8 hours/day and 40 hours/week regularly scheduled work hours.
 Personal-owned vehicle Mileage Charges will be reimbursed at the rate set by the U.S. Internal Revenue Service.
 Company-owned/leased vehicle usage will be reimbursed at a rate of \$65.00 per diem or \$32.50 per half diem.
 Traffic Counters \$50/day.
 Miovision Traffic System usage will be reimbursed at a rate of \$600.00 per diem and \$24.00 per hour processing.
 Sub-consultant costs will be reimbursed at their invoice costs plus 5%

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
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ITEM: Airport Property Roof Repairs	DEPARTMENT: Public Works - Aviation
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AGENDA SECTION:	AMOUNT: \$88,580.00 - 505 Condit (Building #62) \$3,700.00 - 6 Aviation Center Dr. (FBO) <u>\$14,000.00 - Contingency (15%)</u> \$106,280.00 - Total Project
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ATTACHMENTS: <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: March 19, 2018
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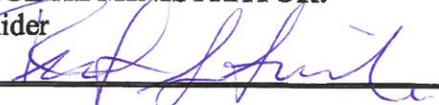
SUMMARY HIGHLIGHTS:
This Agenda Item provides for the replacement and/or repair of the Airport property roofs at 6 Aviation Center Drive (Airport Fixed Base Operator (FBO)) and at 505 Condit (Building #62). These roofs were damaged during the high winds of December 2017. This project provides for the repair of the FBO's metal roof and the replacement of 505 Condit's shingle roof.

The project was advertised in early March. A mandatory pre-Bid meeting was scheduled on March 7th and bids were received at 2:00pm on March 14, 2018. Separate base bids were requested for the two (2) locations. Three (3) bids were received and a copy of the bid tabulation is provided for your reference.

Filotto Construction Inc. (Crest Hill, Illinois), provided the lowest responsive bid in the amount of \$88,580.00 for the work at 505 Condit and also at 6 Aviation Center Drive in the amount of \$3,700.00. A contingency in the amount of \$14,000.00 is requested to address any unforeseen conditions of the existing sub-roofs.

A claim has been filed with the Village's insurance carrier and a partial payment (\$26,000.00 for 505 Condit and \$5,800 for 6 Aviation Center Drive) has been received. The remaining repair costs are being submitted for processing and additional insurance reimbursement.

RECOMMENDED ACTION: Authorize the award of a contract with Filotto Construction Inc., in the amount of \$92,280.00 for the roof replacement of 505 Condit (\$88,580.00) and the roof repair of 6 Aviation Center Drive (\$3,700.00); with a contingency in the amount of \$14,000.00 requested to address any unforeseen conditions.

DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  Eric Vences	VILLAGE ADMINISTRATOR: Rick Snider 
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AGENDA PAGE NUMBER:

NOTICE OF INVITATION FOR BID

VRNTL-18-B-03

Village of Rantoul, Illinois

ROOF REPAIR AT MULTIPLE LOCATIONS

The Village of Rantoul, Illinois invites prospective contractors to bid on the shingle roof replacement at 505 Condit Drive Rantoul, IL. and the metal roof repair at 6 Aviation Center Dr. Rantoul, IL.

Bidders are invited to visit the project sites for inspection on Monday March 7, 2018 at 9:00 AM. The site tours will begin at 6 Aviation Center Dr. Rantoul, IL. 61866. Please come prepared with a 18' and a 32' ladder (bring 2 ladders).

Sealed Bids will be received until 2:00 P.M. prevailing time, Monday, March 14, 2018, at the Village of Rantoul Municipal Building, 333 South Tanner Street, Rantoul, IL. Bids received after the closing time, at the discretion of the Village may be rejected and returned unopened. Bids submitted by mail should be identified on the outside of the envelope as a Bid for **VRNTL-18-B-03 505 CONDIT ROOF REPLACEMENT & 6 AVIATION CENTER ROOF REPAIR** and should be sent to the address below:

Eric Vences, Airport Manager, 333 South Tanner Street, Rantoul Illinois, 61866. The Bid opening will occur immediately following the closing time, in room 218 of the Municipal building located at 333 S Tanner St, Rantoul IL.

The IFB will be available February 28, and can be obtained in one of the following manners; by picking up a copy at the Rantoul Municipal Building, 333 South Tanner Street, Rantoul, Illinois, or by requesting an electronic copy from Eric Vences, 217-892-6896, or at evences@village.rantoul.il.us

The Village of Rantoul, Illinois reserves the right to reject any or all bids and to waive any informalities in the bids. No bid shall be withdrawn after the bid opening without the consent of the Village of Rantoul, Illinois for a period of sixty (60) days

BID OPENING TABULATION SUMMARY

PROJECT: Roof Repair Multiple Locations

JOB #: VRNTL-18-B-03
OWNER: Village of Rantoul
DEPARTMENT: AIRPORT

BID DATE: March 14, 2018

	BIDDER	BASE BID-505 CONDIT DRIVE	BASE BID-6 AVIATION CENTER	BASE BID FOR BOTH LOCATIONS	ACKNOWLEDGE	BID BOND	INSURANCE
1	Martinsville Roofing	131,069.00	No bid			✓	
2	Filatto Construction	88,580.00	3700.00	92,280.00		✓	
3	Adkisson Construction	115,120.00	5975.00	121,095.00		✓	
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VRNTL-18-B-03 Pre-Bid Meeting
Meeting Minutes

March 7, 2018 *9:00AM-12:00PM Central Time (CT)*

Present: Eric Vences, Jeff Kistler, Mike Labit, Cord Schroeder, Terry Sanders

Next meeting: Bid Opening on March 14th, 2018 at 2:00pm Central Time (CT)
To be held at 333 S. Tanner Rantoul, IL. 61866

I. 6 Aviation Center Dr. Site Visit

- a. There are 2 additional metal panels that will be added to the scope of work.
- b. The panel length was measured at 40 ft. X 2ft.

II. 505 Condit Dr. Site Visit

- a. As outlined in the bid packet we will be replacing the roofing materials with 3 tab asphalt shingles.

VILLAGE OF RANTOUL
 VRNTL-18-B-03
 505 CONDIT DRIVE ROOF REPLACEMENT & 6 AVIATION CENTER ROOF REPAIR
 SCOPE OF WORK

505 CONDIT ROOF REPLACEMENT

Item No.	Description	Quantity	Unite Price	Amount
1	Remove/Dispose & Replace 3 Tab 25yr Composite Shingle roofing	274 Squares		
2	Lower Right corner replace sheathing-plywood ½” *See Sketch*	32SF		
3	Replace Drip Edge	840 LF		
4	Roofing Felt	274 Squares		
5	Install Ridge Vent	270 LF		
6	Install new flashing at pipe jacks	16		
			TOTAL:	

NOTE: See Roof F2(B) of attached sketch page 1

6 AVIATION CENTER ROOF REPAIR

Item No.	Description	Quantity	Unit Price	Amount
1	Remove/Dispose & Replace 7 standing seem metal panels.	560SF		
2	Detach and reset 7 panels above the damaged panels.	560SF		
3	Install Paper faced Insulation	560SF		
4			TOTAL:	

NOTE: See Roof sketch page 2

**CONSTRUCTION CONTRACT
(VRNTL-18-B-03 505 CONDIT ROOF REPLACEMENT
& 6 AVIATION CENTER ROOF REPAIR)**

**BY AND BETWEEN THE

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS**

**AND

Filotto Construction, INC.**

**DATED AS OF

March 19th, 2018**

CONSTRUCTION CONTRACT

VRNTL-18-B-03 505 CONDUIT ROOF REPLACEMENT & 6 AVIATION CENTER ROOF REPAIR

THIS CONSTRUCTION CONTRACT (this “**Contract**”) is made and entered into as of, but actually executed by the parties on the dates respectively set forth to the left of their signatures below, by and between the **Village of Rantoul**, Champaign County, Illinois, an Illinois municipal corporation (the “**Village**”) and **Filotto Construction, Inc.** (the “**Contractor**”).

WHEREAS, the Village has made an Invitation for Bids (VRNTL-18-B-03 505 CONDUIT ROOF REPLACEMENT & 6 AVIATION CENTER ROOF REPAIR) dated February 28, 2018 (the “**IFB**”) under and by which bids were invited to provide any and all construction work, including any related labor, parts, materials, supplies and equipment in connection with the 505 Conduit roof replacement & 6 Aviation Center roof repair (VRNTL-18-B-03, the “**Project**”) as amended; and

WHEREAS, the Contractor submitted a Bid Form dated March 14, 2018 (the “**Bid**”) under and by which the Contractor proposed to perform all construction work required to be performed under the Contract Documents (as defined below) in connection with the Project as amended; and

WHEREAS, the Village has determined that it is necessary and in the best interests of the Village that it enter into this Contract in order that the Contractor may provide such repair work for and on behalf of the Village in connection with the Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, obligations and agreements herein contained, the Village and the Contractor hereby mutually covenant and agree as follows:

Section 1. The Repair Work. The Contractor agrees to perform and/or furnish any and all construction and installation work, including any and all labor, parts, materials, supplies and equipment required to be performed and/or furnished under the Contract Documents (as defined below), including the submission of any and all documents, instruments and certificates required to be submitted thereunder (collectively, the “**Work**”). In material part, such Work is more particularly specified under the Scope of Work (as defined in Section 2 of this Contract below).

Section 2. Contract Documents. Incorporated into and made a part of this Contract to the same extent as if fully set forth herein, and referred to jointly together with this Contract, are the following documents (collectively, the “**Contract Documents**”):

- (a) The Scope of Work for the Project (the “**Scope of Work**”);
- (b) The GENERAL TERMS AND CONDITIONS (CONSTRUCTION CONTRACT) (the “**General Terms and Conditions**”); and
- (c) The Bid Form of the Contractor dated March 14, 2018 (the “**Bid**”).

The Contract Documents, together with any Change Orders to the Scope of Work subsequently ordered by the Village under and pursuant to the Contract Documents, shall constitute the entire

agreement between the Village and the Contractor. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Village and the Contractor other than as set forth in the Contract Documents. The Contract Documents are intended to be complementary and any requirement or obligation under any one of them shall, to the extent applicable, be construed to be a requirement or obligation under all. The provisions of each of the Contract Documents are therefore further intended to be construed together in such a manner as to give full effect to each in the context of application, but in the event of any irreconcilable conflict between or among any of the provisions of the Contract Documents, the provisions of each of the following Contract Documents, in the order named below, shall prevail:

- (a) The Scope of Work;
- (b) This Contract;
- (c) The General Terms and Conditions; and
- (d) The Bid.

Section 3. Prevailing Rate of Hourly Wages. The Contractor shall pay as and to the extent required by the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) not less than the prevailing rate of hourly wages to all laborers, workers and mechanics employed by the Contractor or any subcontractor in connection with the Work. As required by such Prevailing Wage Act, the most recently revised prevailing rate of hourly wages, as determined by the Department of Labor of the State of Illinois, is attached to this Contract as notice to the Contractor of such revised rates.

Section 4. Contract Term. The Work under this Contract shall be commenced within fourteen (14) calendar days after this Contract has been executed by the Village and shall continue until completed within a period not greater than forty-five (45) calendar days thereafter, subject to any modifications or earlier termination as provided for in the Contract Documents (the “**Contract Term**”). The Contract Documents shall be and remain in full force and effect for the full period of the Contract Term and thereafter until the Village determines that all requirements and conditions of the Contract Documents have been met and that the Work is deemed complete. No Work shall be deemed complete unless and until it is accepted by the Village.

Section 5. Contract Amount. The Village shall pay to the Contractor, as full and complete consideration for the Contractor’s satisfactory performance of all of its obligations under the Contract Documents, except as may otherwise be specifically provided therein, a total [not to exceed] amount of **ninety-two thousand two hundred and eighty dollars (\$92,280.00) (the “Contract Amount”)** for all completed Work provided by the Contractor during the Contract Term, subject to the terms and conditions of the Contract Documents.

Section 6. Payment. After complete performance of the Work in accordance with all applicable provisions of the Contract Documents and upon an invoice submitted by the Contractor to the Village for such completed Work, the Village shall pay the Contractor the amount of such invoice as does not exceed the Contract Amount. Such invoice shall be in such form and detail as may be required by the Village and shall be accompanied by waivers of liens or the equivalent from all suppliers and subcontractors, if any. Such amount shall be paid by the Village within thirty (30) calendar days of the date submitted to the Village by the Contractor, provided, however, that the

Village may withhold from such amount a sufficient amount of payment otherwise due to cover any or all of the following:

- (a) any defective Work not otherwise remedied by the Contractor;
- (b) any claim arising in or from the performance of the Work by the Contractor under the Contract Documents; or
- (c) any failure of the Contractor to make any proper payment in connection with the Work to any of the Contractor's laborers, workers, mechanics, suppliers or subcontractors.

Section 7. Performance and Payment Bond. At the time of the execution and delivery of this Contract, the Contractor shall submit both a Performance Bond and a Labor and Material Payment Bond or a combined Performance and Payment Bond in favor of the Village. The Contractor shall not commence any of the Work under the Contract Documents until such bond(s) have been approved by the Village. Such bond(s) shall cover such performance of the Work, including any related services and all labor, parts, materials, supplies and equipment for the Work as described in the Contract Documents, whether by the Contractor or by any subcontractor. Such bond(s) shall remain in full force and effect for the duration of the Contract Term and thereafter as required by the Contract Documents. Such performance and payment bond(s) shall be conditioned on the full and faithful performance by the Contractor under the Contract Documents and shall be in an amount not less than 100% of the Contract Amount. Should the Contractor fail to perform as required by the Contract Documents or to pay for any services, labor, parts, materials, supplies or equipment in connection with the Work, the Village may draw upon such performance and payment bond(s) to the extent necessary to complete the Work and compensate the Village for any reasonable costs and expenses, including attorney fees, incurred by the Village in connection therewith.

Section 8. Minimum Insurance Requirements. Pursuant to Sections 5.02, 5.03 and 5.04 of the General Terms and Conditions (Construction Contract) of the Contract Documents, the Contractor and any of its subcontractors may not commence any Work under the Contract Documents until the Contractor and any such subcontractors have obtained and paid for all such insurance as may be required under and pursuant to such sections, and until such insurance has been approved by the Village. The types of insurance coverages and the amounts thereof (denoted in minimum amounts) under the Contract Documents (the "**Minimum Insurance Requirements**") are attached to this Contract and made part hereof:

Section 9. Notices. All notices, or other communications under or in respect of the Contract Documents, shall be in writing and shall be deemed to have been given when the same are: (i) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested; (ii) personally delivered; (iii) deposited with a nationally-recognized carrier for next day delivery, delivery charge prepaid; or (iv) telecopied; in each case, to the Village and the Contractor at their respective addresses (or at such other address as each may designate by written notice to the other), as follows:

If to the Village: Village of Rantoul
Municipal Building
333 South Tanner Street
Rantoul, IL 61866
Attn: Pat Chamberlin, Comptroller
Tel: (217) 892-6850
Fax: (217) 892-5501

If to the Contractor: Filotto Construction, Inc
Kevin Filotto, Project Manager
815-740-5461
Fax 815-740-5463
kevin@filottoroofing.com

Section 10. Effective Date. This Contract and the related Contract Documents shall become effective upon respective execution and delivery of this Contract by both the Village and the Contractor.

IN WITNESS WHEREOF, on the dates set forth to the left of their respective signatures, the parties hereto have executed or have caused this Contract to be executed by proper officers duly authorized to execute the same in two (2) or more duplicate originals or counterparts, as the case may be, any one of which shall be deemed an original of this Contract.

VILLAGE:
VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS

Dated: _____

By: _____
Charles Smith, Village President

ATTEST:

Michael P. Graham, Village Clerk

CONTRACTOR:

Dated: _____

MINIMUM INSURANCE REQUIREMENTS

1. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Board Form Property Damage):

- a. Bodily Injury:
 - \$1,000,000.00
 - \$1,000,000.00Each Occurrence
Aggregate, Products and Completed Operations

- b. Property Damage:
 - \$500,000.00
 - \$500,000.00Each Occurrence
Aggregate

- c. Contractual Liability (Hold Harmless Coverage):
 - 1. Bodily Injury:
 - \$1,000,000.00Each Occurrence
 - 2. Property Damage:
 - \$500,000.00
 - \$500,000.00Each Occurrence
Aggregate

- d. Personal Injury, with Employment Exclusion deleted:
 - \$1,000,000.00Aggregate

2. Comprehensive Automobile Liability (including owned, non-owned and hired):

- a. Bodily Injury:
 - \$1,000,000.00
 - \$1,000,000.00Each Person
Each Accident

- b. Property Damage:
 - \$500,000.00Each Occurrence

3. Workers' Compensation:

- a. State: Illinois
 - b. Employer's Liability:
 - c. Benefits Required by Union labor contracts:
- Statutory
-
- \$500,000
-
- As applicable

4. Umbrella Liability:

\$1,000,000.00

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE ____ OF ____
ITEM: Purchase Electric Equipment & Materials to support the proposed Rantoul Foods expansion	DEPARTMENT: Public Works
AGENDA SECTION:	PROJECT AMOUNT: \$20,680.00 - S&C Metal Enclosed Switchgear \$66,600.00 - Two 2500kva pad-mount transformers \$12,000.00 - Electric Materials <u>\$15,000.00 - Contingency for freight/off loading, etc.</u> \$114,280.00 - Total
ATTACHMENTS: <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: March 27, 2018
SUMMARY HIGHLIGHTS: This Agenda Item provides for the approval to purchase the electric materials and equipment required to support the expansion at Rantoul Foods. The customer continues to grow their business and is preparing for an expansion on the east end of their facility. Two (2) additional 2500kva (13.8kv-277/480v) pad-mount transformers, an additional S&C upright switchgear bay, and the primary cable, terminations, etc. will be required. The upright switch bay is a sole source item provided through S&C to match the existing auto-transfer, metal-enclosed switchgear. This switch bay will be the eleventh (11 th) (and possibly final) bay in this switchgear line-up, as space is now at a premium. This equipment is priced at \$20,680.00, (plus freight) and has a lead time of 20+/- weeks. The customer is currently served by eight (8) pad-mount transformers. The proposed expansion will require the possible installation of two (2) additional transformers (2500kva (13.8kv-277/480v). New pad-mount transformers which match the existing equipment manufacturer would be ABB transformers (through Brownstown Electric) in the amount of \$33,300.00 each, having a lead time of 12-14 weeks. The remaining electric materials (primary cable, elbow terminations, sectors, etc.) is estimated to have a cost of \$12,000.00 and are typical inventory type items. A contingency fund of \$15,000.00 is requested to address shipping costs, off-loading of equipment, and possible revisions to the customer's plans. Materials will not be ordered until pricing is reviewed and approved by the customer, who will be reimbursing the Village for these materials.	
RECOMMENDED ACTION: Authorize the approval of the purchase of two (2) 2500kva (13.8kv-277/480v) pad-mount transformer in the amount of \$66,600.00.00 from Brownstown Electric Supply; one (1) S&C metal-enclosed switchgear \$20,680.00; remaining project materials in the amount of \$12,000.00; and a contingency of \$15,000.00 is requested for shipping or unforeseen project changes.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	

CONFIDENTIAL

S&C ELECTRIC COMPANY

Ed Steppan

MEGPD Senior Product Specialist
Chicago Headquarters
6601 North Ridge Blvd.
Chicago, IL 60626-3997
Telephone: 773-338-1000
Fax: 773-338-9446
E-mail: ed.steppan@sandc.com
Web: www.sandc.com

Excellence Through Innovation

Greg Hazel
333 South Tanner Street
Rantoul, IL 61866

Date: 3/22/2018
Project ID: 14.1-SD18-7 – Q-41190

Subject: Metal-Enclosed Switchgear Quotation
Project: Rantoul Foods Upright Bay

Dear Greg Hazel:

In response to your inquiry we are pleased to offer the following quotation for S&C Metal-Enclosed Switchgear. There is one Switchgear Assembly for this Project.

Qty: 1 S&C Metal-Enclosed Switchgear - Outdoor Style - 1 Bay Assembly, rated 13.8 kV Nominal, 95 kV BIL, 600A Main Bus, 335 MVA Short Circuit with individual Bays as follows:

Special Features for this

Adding a bay onto CDA-841562

Bay 1 Feeder Module Switch-Fuse - Manual with the following optional features: Switch Type: Mini-Rupter
Fuse Type: SM-40

OUTDOOR CONSTRUCTION - LIGHT GRAY FINISH

This quotation includes the following accessories and fuses for this S&C Metal-Enclosed Switchgear assembly:

(6) SMU-40 Fuse Units

Total Lot Price \$20,680.00

Drawings will be available 6 to 8 weeks after receipt of your formal purchase order in Chicago with complete ordering information.

Shipment of the equipment will be scheduled 12 to 14 weeks after drawing release, plus approval time, if required. Major changes during drawing approval may extend shipment lead time.

TERMS AND CONDITIONS OF SALE

Any order or orders based on this quotation (1) are subject to acceptance by S&C Electric Company only at its general offices in Chicago, Illinois; (2) are subject to S&C Electric Company's conditions of sale, which are defined in full under "General" in S&C Price Sheet 150, dated September 29, 2014; and (3) should be made out to S&C Electric Company in care of (c/o) Ed Stepan, 6601 North Ridge Blvd., Chicago, IL 60626-3997

Terms of payment: Net 30 days

Terms of delivery: Prices are F.O.B. common carrier shipment point, with cheapest transportation prepaid (allowed) to common carrier delivery point nearest first destination on shipments with net invoice value of \$5,000.00 or more. On Shipments with less than \$5,000.00 net invoice value, prices are F.O.B. common carrier shipment point, freight collect or prepaid and added to the invoice.

This quotation is valid for 30 days from the above date.

Should you have any questions, or if I can be of further assistance, please do not hesitate to call.

Very truly yours,
S&C ELECTRIC COMPANY

Ed Stepan

Price Sheet 150, Standard Conditions of Sale

Immediate Purchasers in the United States*

GENERAL: The standard conditions of sale contained herein and the special conditions of sale set forth in the applicable product-line specification bulletins, and any supplements or modifications thereto confirmed by seller's acknowledgment, together with any written specifications or certifications signed by one of seller's authorized executives ▲ shall constitute the complete and exclusive statement of seller's conditions of sale. In no event shall transactions be subject to any affirmation of fact or promise which relates to the application, performance, or description of the goods unless such affirmation or promise is in writing and signed by one of seller's authorized executives ▲, or is confirmed by seller's acknowledgment. ANY TERMS, WHETHER IN A PURCHASE ORDER OR OTHER DOCUMENT OF THE IMMEDIATE PURCHASER, IR- RESPECTIVE OF THEIR MATERIALITY, WHICH ARE EITHER DIFFERENT FROM OR ADDITIONAL TO SELLER'S CONDITIONS OF SALE AS SET FORTH ABOVE ARE OBJECTED TO AND ARE EXCLUDED UNLESS EXPRESSLY AGREED TO IN SELLER'S ACKNOWLEDGMENT. Acceptance of the goods shipped shall constitute assent to seller's conditions of sale. In special transactions involving a formal invitation to bid and a formal award by purchase contract, seller's conditions of sale apply only to the extent not inconsistent with the purchase contract.

NONASSIGNABLE SOFTWARE LICENSE: Certain software, computer programs, source code, object code, listings, and related materials, in machine-readable or printed form, including firmware and all types of media, and all updates and modifications thereto ("Software" hereafter), may be delivered by seller to immediate purchaser together with each product. Such Software is furnished to immediate purchaser or, if the product is purchased by a third party for installation in third-party equipment, the end user of the equipment, under a nonexclusive license for use solely on a single product, and may not be copied, in whole or in part, nor may it be sub-licensed. Immediate purchaser shall preserve any and all copyright notices included in the Software. Except as set forth herein, or as may be permitted in writing by seller, immediate purchaser shall not provide or otherwise make available the Software or any part of copies thereof to any third party. Title to, ownership of and all applicable rights in patents, copyrights, and trade secrets in the Software shall not transfer to immediate purchaser or end user. Immediate purchaser agrees to take appropriate action by instruction or agreement with its employees who are permitted access to the Software to fulfill its obligations hereunder.

LIMITED WARRANTY AND EXTENT OF LIABILITY:

General: Seller warrants to immediate purchaser for a period of two years from the date of shipment that the equipment delivered will be of the kind and quality specified in the contract description and will be free of defects of workmanship and material. Should any failure to conform to this warranty (or to any additional warranty contained in the special conditions of sale set forth in the applicable product-line specification bulletin) appear under proper and normal use within two years after the date of shipment the seller agrees, upon prompt notification thereof and confirmation that the equipment has been stored, installed, operated, and maintained in accordance with recommendations of the seller and standard industry practice, to correct the nonconformity either by repairing any damaged or defective parts of the equipment or (at seller's option) by shipment of necessary replacement parts. The seller's warranty does not apply to any equipment that has been disassembled, repaired, or altered by anyone other than the seller. This limited warranty is granted only to the immediate purchaser or, if the equipment is purchased by a third party for installation in third-party equipment, the end user of the equipment. The seller's duty to perform under any warranty may be delayed, at the seller's sole option, until the seller has been paid in full for all goods purchased by the immediate purchaser. No such delay shall extend the warranty period.

Seller further warrants to the immediate purchaser or end user that for a period of one year from the date of shipment the Software will perform substantially in accordance with the then-current release of specifications if properly used in accordance with the procedures described in seller's instructions. Seller's liability regarding any of the Software is expressly limited to exercising its reasonable efforts in supplying or replacing any media found to be physically defective or in correcting defects in the Software during the warranty period. Seller does not warrant the use of the Software will be uninterrupted or error-free.

Limitation: The warranty and/or obligations described in the foregoing paragraph, including any additional warranty contained in the special conditions of sale, are exclusive; and the remedies provided hereinabove for breach of these warranties shall constitute immediate purchaser's or end user's exclusive remedy and a fulfillment of all seller's liability. In no event shall seller's liability to immediate purchaser or end user exceed the price of the specific product which gives rise to immediate purchaser's or end user's claim. The seller's warranties do not apply to major components not of S&C manufacture, such as: surge arresters, current-limiting fuses, instrument transformers, relays and meters, low-voltage circuit breakers, remote terminal units, and terminators. However, seller will assign to immediate purchaser or end user all manufacturers' warranties that apply to such major components. All other warranties whether express or implied or arising by operation of law, course of dealing, usage of trade or otherwise, are excluded. The only warranties are those stated herein, and THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY EXPRESS WARRANTY OR OTHER OBLIGATION PROVIDED HEREIN IS GRANTED ONLY TO THE IMMEDIATE PURCHASER AND END USER, AS DEFINED HEREIN. OTHER THAN AN END USER, NO REMOTE PURCHASER MAY RELY ON ANY AFFIRMATION OF FACT OR PROMISE THAT RELATES TO THE GOODS DESCRIBED HEREIN, ANY DESCRIPTION THAT RELATES TO THE GOODS, OR ANY REMEDIAL PROMISE INCLUDED IN THESE STANDARD CONDITIONS OF SALE.

The seller shall not be liable, in contract, tort, or otherwise (including for negligence, breach of warranty, indemnity, and strict liability) for any penalty or for any special, consequential, indirect, or incidental damages, whether for personal injury or property damage, including specifically but without limitation, loss of profits or revenue, loss of other equipment, loss of full or partial use of any equipment or facility, down-time costs, business interruption, any claim arising out of loss of electrical power, cost of capital, loss of goodwill, claims of third parties, costs associated with the removal of equipment from service or reinstallation or disassembly or reassembly, or similar damages, arising out of or resulting from this order or transaction.

NUCLEAR: For applications in a nuclear facility, the immediate purchaser and/or end user shall have complete insurance protection against liability and property damage resulting from a nuclear incident and shall indemnify Seller, its subcontractors, suppliers, and vendors against all claims resulting from a nuclear incident

EXPORT COMPLIANCE:

Seller is required to comply with applicable export laws and regulations of the U.S. For any sale made under this contract, purchaser shall not export, re-export, distribute, download, or supply any product, component, part, and/or Software other than to the ultimate country of destination specified in this contract, without obtaining prior, written authorization from seller and the applicable U.S. Government agency.

Seller reserves the right to suspend or cancel delivery of products, components, parts, and/or Software to purchaser or cancel this contract in its entirety, without liability to seller, if seller has a good faith basis for believing purchaser has violated or intends to violate this paragraph.

COMPLIANCE WITH ANTI-BRIBERY LAWS:

The U.S. Foreign Corrupt Practices Act ("FCPA") and laws in other countries strictly prohibit the payment of bribes, kickbacks, or similar payments to influence business. Purchaser agrees not to take any action whatsoever to wrongfully influence any decisions in its or the seller's favor relating to goods sold hereunder, either directly or indirectly.

TERMS OF DELIVERY:

(1) Risk of Loss. Unless otherwise agreed, for all shipments, risk of loss of the products or any part thereof shall pass to the immediate purchaser upon delivery to the common carrier, but seller will assist immediate purchaser in submitting claims for loss or damage.

(2) Allowance for Freight.

Deliveries within the United States except Alaska and Hawaii (The Lower 48). For orders with net value of \$5000.00 or more, prices include freight by seller's selection of transportation, to common carrier delivery point nearest first destination. For orders with net value less than \$5000.00, freight is collect, or prepaid and added to the invoice.

Alaska and Hawaii. For orders with net value of \$5000.00 or more, prices include freight by seller's selection of transportation, to common carrier delivery point nearest first destination within The Lower 48.

For orders with net value less than \$5000.00, freight is collect, or prepaid and added to the invoice.

(3) Fuel Surcharge. For orders with seller's selection of transportation prepaid to common carrier delivery point nearest first destination, a fuel surcharge will be added to the invoice if specified in the quotation. This fuel surcharge will be calculated at the time of shipment, and will be equal to 0.00875% of the net value of the order for every \$0.05 increase in fuel price above a base fuel price of \$1.20 per gallon. The fuel price at the time of shipment will be determined from the National Average Diesel Fuel Price Index provided by the United States Department of Energy.

(4) Method of Transportation and Routing. The seller will determine the method of transportation and the routing of the shipment. Where the immediate purchaser requires shipment by a method of transportation or routing other than that of the seller's selection, any additional transportation and/or packing expense is to be borne by the immediate purchaser.

Unloading of Shipments. Provision of suitable facilities and personnel at delivery point for unloading of shipments is to be the responsibility of the immediate purchaser.

TERMS OF PAYMENT: Net 30 days. The goods shall remain personal property and seller retains a security interest therein until fully paid.

If, in the judgment of seller, the credit status of immediate purchaser, at any time, does not justify the continuation of production or shipment of goods ordered on the terms of payment agreed upon, seller, in its sole discretion, may require revision of payment terms to its satisfaction or shall be entitled to cancel or defer any orders or items or quantities thereon then outstanding, without obligation by either immediate purchaser or seller with respect to unshipped goods.

If any payment is not made in full when due, seller is entitled to recover possession of the goods shipped, and if they are in immediate purchaser's possession or control the immediate purchaser shall

assemble them at a place to be designated by seller. Repossession by seller shall not exclude or modify any remedy provided by law. Also, if payment is not made in full when due, seller may require, with respect to any orders or items or quantities thereon then outstanding, full or partial payment in advance or shall be entitled to cancel or defer any of such orders or items or quantities thereon and shall be entitled to payment by immediate purchaser for all damages.

In the event any proceeding is brought by or against immediate purchaser under any bankruptcy or insolvency laws, seller shall be entitled to cancel any orders or items or quantities thereon outstanding as of the date of such bankruptcy or insolvency.

HANDLING CHARGES FOR IMMEDIATE SHIPMENTS: When immediate shipment of products, components, and/or parts is required, premium freight methods will be employed to minimize transportation time. Due to the extra attention required by such orders, a handling charge of \$100.00 will apply, in addition to the extra charges for premium freight.

PRICE ADJUSTMENTS: Prices stated on seller's acknowledgment for orders, or items or quantities thereon, for which the earlier of the actual or scheduled date of shipment (the "Controlling Date") is within

360 days from date of order, are not subject to upward or downward adjustment unless specified in the quotation. Prices for orders, or items or quantities thereon, for which the Controlling Date is beyond 360 days after date of order, may be increased at time of shipment by percentages which will not cumulatively exceed 1% for each full 30-day period or fraction thereof by which the Controlling Date is beyond 360 days after date of order.

QUOTATIONS: Any price, quantity, or condition of sale stated in any quotation is effective for 30 days from date of quotation unless changed by notice. No quotation shall have any force or effect after 30 days from date of quotation unless effective period of such quotation is expressly extended in writing by seller.

All orders, whether or not based upon specific quotations, are subject to acceptance by the seller only at its general offices in Chicago, Illinois.

Subsequent to the issuance of quotations, seller may, without notice, make design changes for product modernization or improvement. Catalog numbers may be supplemented with the letter "R" followed by a

digit identifying the latest design revision.

If specified in the quotation, a materials surcharge may be applied to the net selling prices of products at the time of shipment, depending on the cost levels of purchased parts and materials in the preceding month.

TAXES: Where the seller is required to pay or collect sales, use, or other taxes, the amount will be added to the invoice as a separate item.

LOSS, DAMAGE, OR DELAY: Shipping dates are approximate and are based upon prompt receipt of all necessary information. Seller is not liable for loss, damage, detention, or delay due to causes beyond

its reasonable control such as, but not limited to: acts of God, acts of the immediate purchaser, acts of civil or military authority, priorities, fires, strikes, labor issues or difficulties, floods, earthquake, weather,

epidemics, quarantine restrictions, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, and manufacturing facilities from usual sources due to such causes.

INTELLECTUAL PROPERTY: The seller shall defend any suit or proceeding brought against the immediate purchaser so far as based on a claim that any product, or any part thereof, sold hereunder constitutes an infringement or misappropriation of intellectual property rights of others if notified promptly in writing and given authority, information, and assistance (at seller's expense) for the defense of same, and the seller shall pay all damages and costs awarded therein against the immediate purchaser, provided that this agreement shall not extend to any infringement based upon the manufacture, use, or

sale of said product or any part or parts thereof, in combination with apparatus or things not furnished by the seller. In case the product, or any part thereof, furnished hereunder is in such suit held to constitute

infringement and its use enjoined, the seller shall, at its own expense and at its option, either (1) procure for the immediate purchaser the right to continue using said product or part thereof; or (2) replace the

same with a noninfringing product; or (3) modify it so that it becomes noninfringing; or (4) remove said product and refund the purchase price and the transportation and installation costs thereof. The foregoing

states the entire liability of the seller with respect to infringement by said product or any part thereof.

The preceding paragraph shall not apply to any equipment or product, or any part thereof, manufactured to immediate purchaser's design. As to such equipment or product, or any part thereof, the seller assumes no liability whatsoever for infringement or misappropriation.

CLERICAL ERRORS: Seller reserves the right to correct clerical errors or omissions in quotations, acknowledgments, invoices, or other documents. **MODIFICATION, CANCELLATION, OR**

DEFERMENT BY IMMEDIATE PURCHASER: Orders or purchase contracts may be modified or cancelled, and scheduled shipments may be deferred, only upon immediate purchaser's prior written notice and upon confirmation by seller's revised acknowledgement and upon terms, satisfactory to seller, which compensate seller for all damages suffered by reason of such modification, cancellation, or deferment. Any modification, cancellation, or deferment hereunder shall become effective no earlier than the date set forth in the seller's revised acknowledgement.

Additional catalog number items may be added to, and/or quantities of specified catalog numbers adjusted on, unshipped orders up to 10 business days from the order or purchase contract date. Shipment schedules for additional items are dependent upon product availability; these items may not ship with the items originally specified on the order or purchase contract.

SELLER'S REMEDIES: The rights of seller specified herein are cumulative and in addition to the rights available to seller at law or in equity. No delay or failure by seller to exercise any right or remedy shall

impair any of such rights or remedies or be construed to be a waiver of any breach or acquiescence therein. Any single or partial exercise of any right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy.

EEO COMPLIANCE: Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

ILLINOIS LAW GOVERNS: The laws of Illinois shall govern the interpretation and effect of all contracts and the rights and remedies of the parties.

* Includes exporters located in the United States.

▲ Authorized executives are the chairman of the board, president, vice president of any rank, or any other executive expressly designated by S&C.

POLICIES RELATING TO SALES

CHANGES TO PRICES AND CONDITIONS OF SALE:

Prices and conditions of sale are subject to change without notice.

WITNESS OF TEST: Normal production procedures do not provide opportunity for immediate purchaser to witness routine factory tests on their apparatus. Witness of such tests by the immediate purchaser

requires special processing of the order and usually entails delays in production and additional charges, information on which can be furnished on request.

RETURNS: Products may not be returned by immediate purchaser without first securing authorization and a return goods authorization number. Where seller authorizes immediate purchaser to return unused, recently received products, charges will be made to cover outgoing transportation paid by the seller plus cost of restocking, repackaging, reinspection, repair, or disassembly as applicable. Only products manufactured within the past two years and still of current design will be eligible for return. In general, charges, over and above the transportation, will be based on the following schedule:

(1) 25% of the net selling price for standard catalog products regularly carried in seller's active warehouse stock and returnable directly to stock without reinspection, repackaging, repair, or modification;

35% of the net selling price for standard catalog products not regularly carried in seller's active warehouse stock, but which are sufficiently active to warrant being placed in stock and which can be returned

directly to stock without reinspection, repackaging, repair, or modification;

50% of the net selling price for standard catalog products not sufficiently active to warrant being placed in stock and which therefore must be unpacked and disassembled;

60% or more of the net selling price for products of a custom nature which must be unpacked and disassembled and from which only certain parts and subassemblies are salvageable.

Authorized returns, with the return goods authorization number identified on the material to be returned, should be shipped, freight prepaid and at immediate purchaser's risk, to the address below unless otherwise instructed:

S&C Electric Company
Repair Center
1800 Devon Avenue
Chicago, Illinois 60660-1010

S&C Metal-Enclosed Switchgear

Indoor and Outdoor Distribution

S&C Metal-Enclosed Switchgear, rated 4.16 kV through 34.5 kV, features reliable, time-tested fuses and manual or power-operated interrupter switches in rugged 11-gauge steel enclosures. These enclosures are configured into integrated packages that provide application flexibility, operating simplicity, and superior dependability in switching and protecting medium-voltage power circuits in commercial, institutional, industrial, and high-rise installations. S&C's expertise in this field has been established through 50 years of metal-enclosed switchgear design and manufacture, and is complemented by UL® listing of all S&C Metal-Enclosed Switchgear rated 4.16 kV through 13.8 kV with 600-ampere or 1200-ampere main bus.

S&C Metal-Enclosed Switchgear is available in two types—*modular* and *custom*. System II Modular Metal-Enclosed Switchgear consists of pre-engineered single-bay modules assembled into configurations that fit most application requirements.

Drawing preparation and approval time is minimized, and you gain all the economies of repetitive manufacture. When modular switchgear won't fully satisfy the requirements, though, S&C's experienced team of specialists will custom design switchgear for the application.

Power-System-Matched Switching and Protection

Full-load switching, plus S&C's unique one-time and two-time duty-cycle fault closing. S&C Interrupter Switches carry and *interrupt* rated load currents, even after being inadvertently closed into available fault currents corresponding to their fault-closing ratings. You can restore power quickly without first having to repair the switches.

One-cycle total clearing with S&C SM and SML Power Fuses.

Compare this to the 5 cycles or more required by circuit breakers . . . simplifies upstream coordination, minimizes short-circuit stresses on the system.

Choice of unique response curves with maintenance-free S&C Electronic Power Fuses. They provide protection unavailable with any other device—even circuit breakers, with their relays and batteries.

Three-phase protection for three-phase loads. S&C open-phase detectors and overcurrent relays isolate three-phase loads from single-phasing and other open-phase conditions.

Single-phase protection for single-phase loads. Fuses—unlike circuit breakers—selectively isolate only faulted phases of feeders serving single-phase loads.

Threefold Economy

Low purchase cost—economies inherent in the interrupter switch and fuse protection concept translate into significant first-cost savings.

Low installation cost—metal-enclosed switchgear, light in weight in comparison with breaker gear, is easy to handle and needs no foundation, no support channels . . . only a level floor or pad. Multibay lineups



assemble with a minimum of inter-bay bolting, and inter-unit bus connections need no taping. Simple field assembly—with no relays to set and test—means less time, equipment, and manpower. Future additions are readily accommodated as your system expands.

Low maintenance cost—S&C fuses are nondamageable and do not require any maintenance or calibration to perpetuate the accuracy of their time-current characteristics. S&C interrupter switches are maintenance free . . . requiring only an occasional exercising. S&C gear just needs a check of the insulators and, if necessary, a simple cleaning.

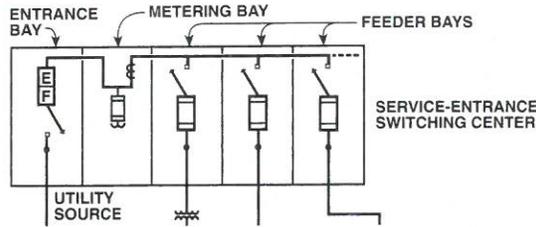
Simplified Power-System Planning

Simple, reliable, economical—S&C Metal-Enclosed Switchgear is readily configured into basic circuit arrangements that make power-system planning and design easy . . . implementation is logical and straightforward. The basic arrangements shown here are often combined to handle even the most complex distribution system needs . . . assuring maximum service continuity for extremely critical loads.

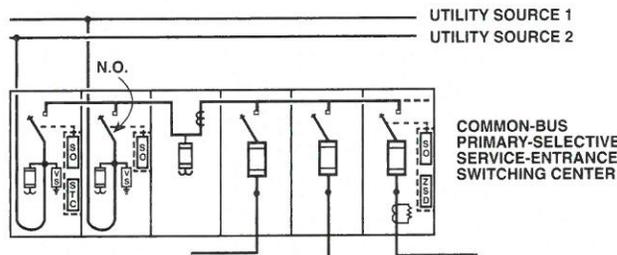
Need Assistance?

S&C can provide system planning, short-circuit and coordination studies, project management, preventive maintenance, training, and technical seminars. See page 62 for details.

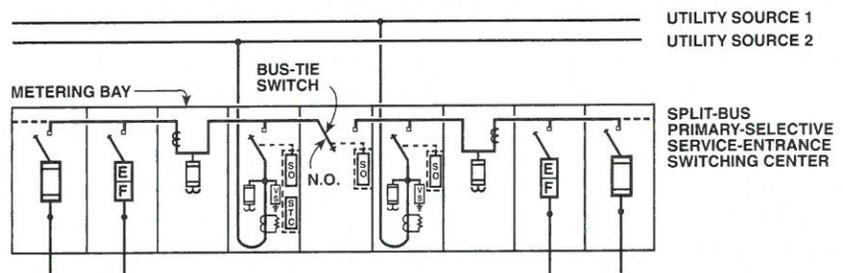
For more information on S&C Metal-Enclosed Switchgear, contact the nearest S&C Sales Office or your S&C Authorized Distributor. S&C publications 620-55, 621-30, 622-30, and 622-50 give complete descriptive information on S&C Metal-Enclosed Switchgear, provide comprehensive application guidelines, and show the complete range of modules and options available.



A radial system is the simplest system and is economical, permitting extensive use of dedicated radial circuits. The direct circuitry facilitates quick location and repair of faulted circuits. Segmentation of a distribution system with multiple radial circuits limits the extent of service interruption due to faults. In this example, the service-entrance bay of the S&C Metal-Enclosed Switchgear is provided with electronic power fuses to achieve full coordination with the upstream protective device.



Common-bus primary-selective S&C Metal-Enclosed Switchgear assures a higher level of service continuity. Two utility sources—one source preferred, the other alternate—supply power to the metal-enclosed switchgear. A power-operated interrupter switch for each source plus a source-transfer control effect automatic two-way transfer in primary-selective switchgear. Interrupter switches with power fuses switch and protect the load circuits; in this example, two are manually operated while the third is power operated, with an electronic overcurrent relay and switch operator providing automatic three-phase isolation when a fuse operates.



Split-bus primary-selective S&C Metal-Enclosed Switchgear allows large in-plant systems to be supplied power through one switching center since both utility sources are fully utilized under normal operation, with the two source interrupter switches closed and the bus-tie switch open. Each source, in effect, is the preferred source for its bus section and the alternate source for the other bus section.

MAXIMUM 60-HZ SHORT-CIRCUIT RATINGS AND THREE-PHASE LOAD CAPABILITY[Ⓢ]

Switchgear Ratings	Voltage, kV	Nominal	4.16	4.8	13.8	25	34.5		
		Max	4.8	5.5	17.0	29	38		
		BIL	60	60	95	125 or 150	150 or 200		
Main Bus, Continuous Amperes	600, 1200, or 2000								
Short-Circuit, and Duty-Cycle Fault-Closing	Amperes, RMS, Sym.	37,500	40,000	25,000	40,000	25,000	40,000	25,000	17,500
	MVA, 3-Phase Sym. at Nom. Voltage	270	290	210	330	600	960	1080	1050
Max 3-Phase Load per Fused Feeder (at nominal voltage)	Continuous Load, kVA	5200	4300	6000	5000	17,200	14,300	25,900	17,900
	Permissible Peak Load, kVA	5700	5800	6600	6700	18,900	19,100	34,500	22,400

[Ⓢ] Consult the nearest S&C Sales Office for 50-hertz ratings.

S&C Metal-Enclosed Switchgear

Indoor and Outdoor Distribution

Matchless Construction Features Assure Long Service Life

The top-quality features of S&C's switchgear bring the superior reliability and security needed to assure service continuity on your medium-voltage distribution system.

Described below are some of the many built-in reasons for specifying S&C Metal-Enclosed Switchgear . . . in both the outdoor style illustrated below and the indoor style that dif-

fers only in its having a finish suited to indoor requirements and through omission of certain weatherproofing features.

Rugged construction. Each bay of S&C Metal-Enclosed Switchgear—fabricated from 11-gauge steel—is a monocoque unit with an integral channel base around all four sides. With this unitized design, there are always double walls between adjoining bays. Accurately formed, matching enclosures assure perfect alignment in multibay lineups.

No exposed bolts on enclosure sheets or roofs to attract the vandal. Even future bus extensions are internally secured.

Comprehensive access controls—all doors have heavy-duty latches and hinges and are padlockable; manual switch handles are padlockable in both switch-closed and switch-open positions. Access is further limited by snaplocks or interlocks.

Wide bulkhead-type doors provide convenient front access for cable termination. There's no need for rear access . . . gear can be placed back-to-back or against a wall, using a minimum of floor space.

Inner screen doors—bolted closed—are a second barrier guarding against inadvertent entry.

UL Category A enclosures. With a few simple additions—such as lockable covers over windows and meters—S&C Metal-Enclosed Switchgear provides the industry's highest standard of security for this class of equipment.

S&C's unique Ultradur® finish guards against corrosion. S&C's proven multicoat finishing system provides lasting protection that cuts enclosure maintenance costs. In addition, all hardware is galvanized, zinc-nickel plated, or of stainless-steel or nonferrous materials to resist corrosion.

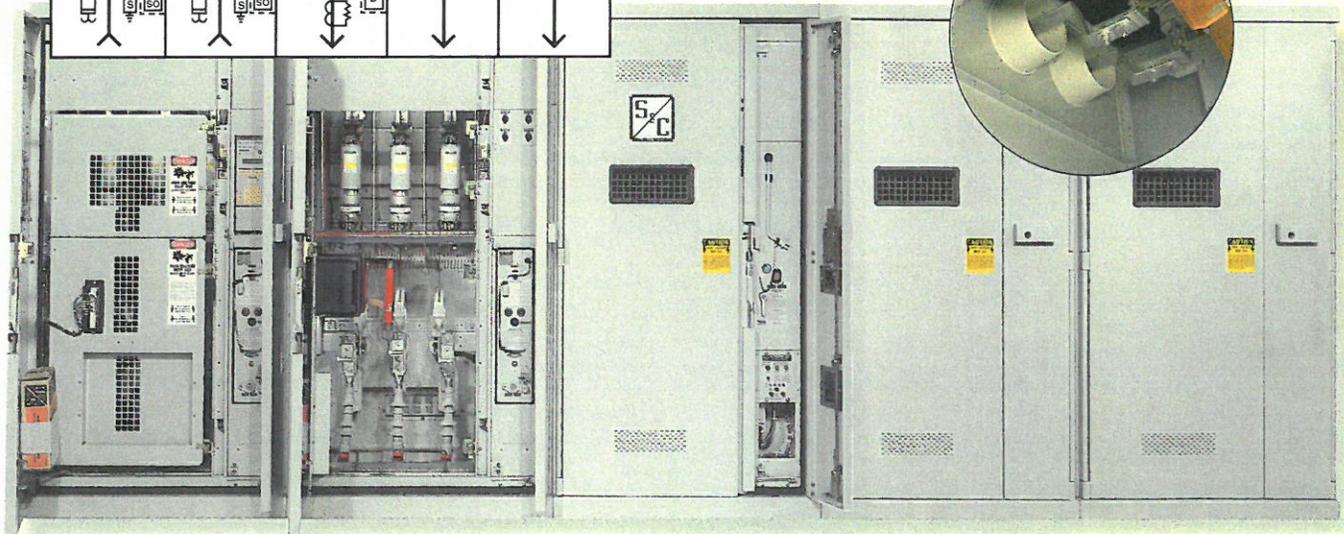
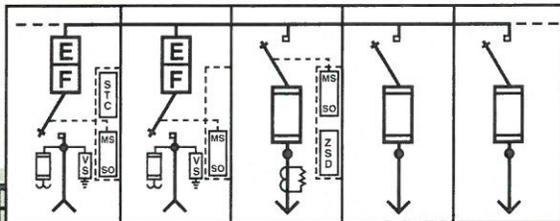
Specially designed gasketing or sealants provide weather-tight seals at door openings, at top and side edges of adjoining bays and interbay bus openings, and at the roof.

Insulating "no-drip" compound on the underside of the roof checks condensation.

Cypoxy®, S&C's cycloaliphatic epoxy resin insulation system, insulates all live parts from ground—it's nontracking, self-scouring, and nonweathering. Cypoxy insulators have greater leakage distances . . . optional through bushings provide isolation between bays.

Grounding provisions—heavy-duty bails on all cable-termination points, and on the ground bus, accommodate portable grounding equipment.

Bus connections—protected by an oxide-inhibiting compound, are bolted to a uniform torque. Special-purpose washers and bolts maintain optimum contact pressure.



PRICING TABULATION

PROJECT: Purchase of 2500kva 13.8kv – 277/480v Pad-mount Transformers

OWNER: Village of Rantoul

By: Village of Rantoul, Department of Public Works

Bidder	Addendum	Lead Time	Price	Comments
Brownstown Electric Supply 690 E. State Road 250 P.O. Box L Brownstown, IN 47220 (812) 358-4555		12-14 Weeks	\$33,300.00	ABB -(Al/Cu windings)
CG Power System USA		11-13 weeks	\$29,992.00	(Al/Al windings)
Jerry's Electric, Inc.			\$34,300.00	Remanufactured Unit
Solomon		4-6 weeks	\$35,250.00	Remanufactured Unit
T&R Electric		8-10 weeks	\$34,500.00	Remanufactured Unit

3-5-18



Rantoul Foods

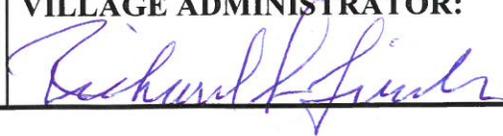
2-	2500 KVA DELTA/Y	7970/13.8	277/4800	\$67,000
1-	600 amp sector	\$617.00	Sleeve	\$199.50
2-	200 amp sectors	\$398.72	Sleeve	\$145.330-
21-	4/0 Elbows	\$660.45		
3-	4/0 terminators	7642-52		\$124.86
6-	4/0 splices	5412	4/0 264-	
3-	4/0 Elbow arrestors	10KV		\$318-
6-	200 10 kV protective caps			\$145.20
5-	5/8" ground rods			\$46-
5-	5/8" ground rod clamps			\$7.75
50'	1/0 thhn copper			\$75-
24-	Large split bolts			\$161.04
420' -	4" HDPE pipe			\$1092.00
80'	4" PVC			\$140-
6-	4" Reged 90°			\$312-
6-	4" compression fittings			90-
2,000'	4/0 primary cable			\$5,000-
3	4/0 Stem Connectors			71.20
3	4/0 200A Junction			323.58

\$77,769.90

167ESA-10



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE ____ OF ____
ITEM: Electric Meter Purchase – Eaton Cooper	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: \$63,589.33 - Total \$61,089.33 - Electric \$ 2,500.00 - Contingency
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: March 22, 2018
<p>SUMMARY HIGHLIGHTS: This Agenda item provides for the purchase of additional single and three phase (12SA, 9S, 16S, 12SS) electric meters and the associated materials through Eaton Cooper for the electric meter replacement project. Meters have been purchased incrementally to ensure that an appropriate number of meters are available and an adequate number of spare meters are ultimately retained in inventory due to the lengthy lead time (22/26 weeks).</p> <p>The Village’s number of active electric meter accounts is currently 6436. This order of 160 meters should complete the meter replacements and provide spares for inventory. The meters will be Itron Sentinel meter which are solid-state, self-contained meters for residential, commercial and industrial customers. This purchase is most cost effective through Eaton Cooper as they are contracted and responsible for the installation of the meter’s communication module. The meter replacements will be performed by Village personnel.</p> <p>The anticipated materials required for the electric meter replacement is \$61,089.33. A contingency fund of \$2,500.00 is requested in order to secure any additional materials or quantity adjustments which might be encountered.</p> <p>Funding for this purchase is included in the FY18 and FY19 Budgets.</p>	
RECOMMENDED ACTION: Authorize the approval of a contract with Eaton Cooper in the amount of \$61,089.33 with a \$2,500.00 contingency, for the purchase of new electric meters and the associated materials to replace meters in conjunction with the AMR project.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	

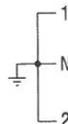
TYPICAL DISTRIBUTION CIRCUITS

Single-phase
two wire



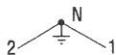
120 volts

Single-phase
three wire



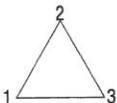
120 volts line-to-neutral
240 volts line-to-line
or
240 volts line-to-neutral
480 volts line-to-line

Three-wire
network



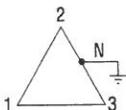
120 volts line-to-neutral
208 volts line-to-line

Three-wire
Three-phase delta



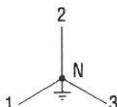
240 volts line-to-line
or
480 volts line-to-line

Four-wire
Three-phase delta



240 volts line-to-line
120 volts adjacent-line to neutral
208 volts opposite-line to neutral

Four-wire
Three-phase wye



208 volts line-to-line
120 volts line-to-neutral
or
480 volts line-to-line
277 volts line-to-neutral

METER INSTALLATIONS

Meter installations are illustrated on pages 32-70. On each page the electrical service is at the top left, an internal schematic of the meter installed is shown at the top right. Wiring that connects the meter to the line and load are shown in the main area of the page.

Guide to Installation Diagrams

Circuit	Voltage	Current Connections	Meter Type	Page
2-wire, 1-phase	120	Self-contained	1S	32
3-wire, 1-phase	120/240	Self-contained	2S	33
		With CTs	3S, 4S, 4A	34-36
3-wire network	120/208	Self-contained	12S	37
		With CTs	5S, 5A	38-39
3-wire delta	240/480/120	Self-contained	12S	44
		With CTs	5S, 5A	40-41
		With VTs	With CTs 5S, 5A	42-43
4-wire delta	240/120/208	Self-contained	15S, 15A	45-46
		With CTs	5S, 5A, 8S, 8A	47-50
			9S, 45S	51-52
4-wire wye	208/120, 480/277	Self-contained	14S, 14A, 16S, 16A	65-68
		With CTs	5S, 5A, 6S, 6A, 9S	53-56 59, 62
			5S, 5A	57-58
		With VTs	With CTs 6S, 6A	60-61
			9S, 9A	63-64
			36S, 45S	69-70

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM		PAGE	OF
ITEM: Electric Meter Purchase – Eaton Cooper	DEPARTMENT: Public Works		
AGENDA SECTION:	AMOUNT: \$83,594.98 - Total \$78,594.98 - Electric \$ 5,000.00 - Contingency		
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: June 26, 2017		
SUMMARY HIGHLIGHTS: This Agenda item provides for the purchase of the remaining single and three phase (12S, 16S, 1S, 2S, 3S & 4S) electric meters and the associated materials through Eaton Cooper for the final phase of the electric meter replacement project. These are 191 remaining electric meters out of 5800+ meters. The Itron Sentinel meters were priced, evaluated and selected during the early stages of the meter replacement process and have most recently been purchased through Anixter. (A “Sentinel” is a solid-state, self-contained meter for commercial and industrial customers). This purchase will be more cost effective through Eaton Cooper due to the combination of material pricing and additional shipping costs (if purchased through Anixter) for the installation of the additional communication module. Anixter was approved in September 2016 as the contractor to schedule and replace the electric meters. For this phase, it is anticipated that Village personnel will perform the replacements. The anticipated materials required for this work is \$78,594.98. A contingency fund of \$5,000.00 is requested in order to secure any additional materials or quantity adjustments that might be encountered. Funding for this project was included in the previous and current Fiscal Budgets.			
RECOMMENDED ACTION: Authorize the approval of a contract with Eaton Cooper in the amount of \$78,594.98 with a \$5,000.00 contingency, for the purchase of new electric meters and the associated materials to replace meters in conjunction with the AMR project.			
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.	VILLAGE ADMINISTRATOR:		
AGENDA PAGE NUMBER:			



Powering Business Worldwide

Cannon Technologies, Inc.
3033 Campus Drive - Suite 350N
Minneapolis, MN 55441
Phone: (763)-595-7777
Fax: (763)-543-7777

Customer Quotation

Sold-to address
VILLAGE OF RANTOUL
333 SOUTH TANNER
RANTOUL IL 61866-2919
US

Ship-to address
VILLAGE OF RANTOUL
333 SOUTH TANNER
RANTOUL IL 61866-2919
US

Quotation Number **21954162** Date **03/20/2018**
Cust. purchase order no. **JLB 3/20/18** Cust. no. **714911**
Prepared By **Jolene Bjorklund**
Validity period **03/20/2018 to 04/20/2018**
Sales Representative **900007328 / TOM THORSON**
Customer Service Contact **JOLENE BJORKLUND 763-543-7798**

Incoterms: Pre-Paid FOB PLANT
Payment Terms: Net 30 Days

THIS DOCUMENT INCORPORATES AND IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS.

Item	Quantity	UOM	Description	Material No	Price	Ext. Value
Cust.item Catalog Number						
Cust.Material Number						
10	25	EA	RFN UC5 IT C1SX F12S CL200 120V LB 410-ITCE12SA111301 Commodity code 9028300000 Itron PN T720501 Lead time 22 weeks ARO	410-ITCE12SA111301	220.00	5,500.00
			25.000 Country of origin			
20	25	EA	RFN UC5 430ITSL F9S 20A LBL L1 noLP 430-ITSL09SS85151 VILLAGE OF RANTOUL Itron Pn T722003 Lead time 26 weeks ARO	430-ITSL09SS85151	402.90	10,072.50
30	85	EA	RFN UC5 430ITSL F16S 200A LBL L1 noLP 430-ITSL16SS86151 VILLAGE OF RANTOUL Itron Pn T722004 Lead time 26 weeks ARO	430-ITSL16SS86151	402.90	34,246.50
40	25	EA	RFN UC5 430ITSL F12S 200A LBL L1 430-ITSL12SS68151 RANTOUL Itron Pn T722000 Lead time 26 weeks ARO	430-ITSL12SS68151	402.90	10,072.50
Product Subtotal						59,891.50
Cannon Frt Chg						2.000 % 1,197.83
Final amount in USD						61,089.33

Price are freight prepaid and billed at a cost of 2% of the total value of the transaction (5% if special Air Freight). If requested, Cannon Technologies, Inc. will ship freight collect.
Orders are accepted subject to Cooper Power Systems terms and conditions of sale which are included or have been provided previously to buyer.



Powering Business Worldwide

Cannon Technologies, Inc.
3033 Campus Drive - Suite 350N
Minneapolis, MN 55441
Phone: (763)-595-7777
Fax: (763)-543-7777

Customer Quotation

Page 2 of 4

Quotation no./Date
21954162 / 03/20/2018

Sales Contact: KRIS HALLEY / 618-841-1930

Price are freight prepaid and billed at a cost of 2% of the total value of the transaction (5% if special Air Freight). If requested, Cannon Technologies, Inc. will ship freight collect.
Orders are accepted subject to Cooper Power Systems terms and conditions

03/20/2018
15:11:41

Terms and Conditions

1. Applicable Terms and Conditions

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller's products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller's order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.

2. Price, Payment Terms, and Title

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Unless otherwise indicated, prices are stated in United States dollars and are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer's expense. A service charge of \$25 will be assessed for any order less than \$250. Seller requires a minimum \$100 emergency handling charge for all orders that require shipment the same day or next day.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer's terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer's terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or thereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section or under the section entitled "Security Interest," Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in Products for which title has passed to Buyer, products in which Products are incorporated, and Products that Seller sells (including all Products acquired hereafter from Seller, and all accessions, substitutions, replacements, and additions, and any proceeds from sale or disposition of Products), as security for performance by Buyer of all of its payment obligations under these terms and conditions (including obligations regarding future advances). Buyer consents to Seller's execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.

3. Delivery and Risk of Loss

(a) Unless otherwise agreed in writing, all deliveries of Products will be EXW (Incoterms 2000) Seller's facility. Products will be packed in Seller's standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer's obligation to make all related

payments. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.

4. Acceptance

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.

5. Limited Warranty

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller's official published specifications, provided that no warranty is made with respect to any Products, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products is the shorter of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.

Terms and Conditions

Majeure Event. Should Seller be prevented from completing Buyer's order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.

9. Work Product

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.

10. Confidentiality

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.

11. Patent Indemnity

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

12. Changes in Product Design or Manufacture

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

13. Software License

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.

14. Compliance with Laws

Buyer shall comply with all laws and regulations applicable to Products including all applicable import and export laws and regulations. Buyer and Buyer's Agent shall provide all information requested by Seller relating to Seller's voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer's or Buyer's Agent's failure to provide the information requested by Seller.

15. Waiver

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.

16. Language

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties aux présentes ont expressément exigé que les présents termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.

17. Choice of Law and Dispute Resolution

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a province of Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claim or litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas. If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.

18. Assignment

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller's prior written consent.

19. Severability

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law. CPS 121010

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Intergovernmental Agreement with Rantoul Park District	DEPARTMENT: RECREATION
AGENDA SECTION:	AMOUNT: \$50,000
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: February 16, 2018
SUMMARY HIGHLIGHTS: On February 15 th the Rantoul Park District Board of Commissioners approved an intergovernmental agreement with the Village of Rantoul Recreation Department for parks management and maintenance. Attached is the proposed management agreement that their board approved. Highlights of the agreement include: <ul style="list-style-type: none">• If approved the agreement would be for a one-year period in the amount of \$50,000 with the first payment being May 15, 2018.• The agreement covers mowing and general grounds maintenance of Wabash Park, Mary Alice Park and Maplewood Sports Complex.• The only difference in services requested from the 2017 intergovernmental agreement to the 2018 version is the addition of Repair of Park District Equipment at an hourly rate of \$75.	
RECOMMENDED ACTION: Staff recommends the board approve the intergovernmental agreement with the Rantoul Park District in the amount of \$50,000 for parks management and maintenance.	
DEPARTMENT HEAD APPROVAL:  Luke A. Humphrey	VILLAGE ADMINISTRATOR: 

Parks Management/Maintenance Agreement

This Agreement for Parks Management and Maintenance is made and entered into this ___ day of ___, 2018 by and between the Rantoul Park District (“RPD” and the Village of Rantoul, Illinois (“Village”).

1. The RPD hereby agrees to engage the Village to manage the properties owned by the RPD listed on Exhibit “A” (the “Parks”) for calendar year 2018.

2. Included in the services to be provided by the Village are the following:

A. Mowing:

Mowing Height: 2 ½” - 3 ½”

Debris Pick-Up Properties / sites are to be clean before mowing - paper, cans, sticks, stones, bottles, and other objects which present a hazard if thrown from mower or detract from appearance.

Mowing: At least once every seven (7) days, or more if needed, to keep turf within specified mowing height 2 ½" - 3 ½". Turf mowers are to be rotary-type, maintained and in good working order. No tractor tow behind-type mowers are to be used. The District requires a top quality cut. Blades to be maintained and sharpened or replaced. All vehicles or equipment shall be clearly identified with the Contractor's name displayed on the vehicle. All tools or equipment required to carry out the operations within the scope of this Contract shall be provided by the Contractor, and shall meet safety standards, codes, and laws as they apply. The Contractor shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required. Any Contractor's employee(s) whose actions or appearance is/are reasonably detrimental or objectionable to the District, shall be immediately transferred from the premises upon the District's request.

String Trimming: Once every twenty-one (21) days around all objects, site amenities, fences, plant material, or sidewalks and pathways, where mower cannot cut.

Clippings: Evenly distributed, may remain - if they detract from appearance, they must be removed. No piles, windrows, or blankets of clippings shall be left behind.

Clean Up: Grass clippings are to be discharged away from all playgrounds, flower beds, shrub beds, signs, tree rings, and fences. Grass clippings are to be

blown from all hard surfaces, i.e. walks, paths, parking lots, shelters. The Contractor is to leave the site in a clean and neat appearance.

B. **Supplies** The Village will supply as reasonably necessary for the maintenance of the Parks all of the following: fertilizer, seed, sod, limestone, weed killer, paint, flowers, etc.

C. **Additional Maintenance Services:** The Village will supply as reasonably necessary for the maintenance of the Parks all of the equipment and labor required to provide the following maintenance services.

1. Pickup and chip all sticks/tree debris and trim trees;
2. Fertilize, seed and vertiquake turf sod; also to provide and apply chemicals as reasonably necessary;
3. Maintain irrigation systems;
4. Paint/maintain fields for Falcon football;
5. Provide on-call availability for any vandalism calls for the RPD parks;
6. Clean/maintain bathrooms in the Parks;
7. Paint buildings, band stand, tennis court wall at Wabash Park;
8. Pick up leaves during the fall season;
9. Plow snow for fire lane to Maplewood sheds;
10. Plow snow from the entrance of Brookhill Golf Course to clubhouse in winter to allow staff/fire department access
11. Install/take down nets and windscreen at tennis courts;
12. Pick-up trash, empty garbage cans and dispose of trash throughout all Parks. The trash is to be disposed of in Village dumpsters at Village expense;
13. Maintain/monitor the skate park;
14. Paint and maintain field in the rear of back of Wabash Park for the RTHS band team;
15. Paint parking spaces in the Parks;
16. Install and maintain flowers consistent with past practices;
17. Provide staffing to receive phone calls and address issues from the general public for the Parks;
18. Submitting proposals for new programs and improvements to the RPD for consideration;

D. **Repair of Park District Equipment.** The Village will provide services for repair of RPD equipment as requested at an hourly rate of \$75. Payment for these services shall be paid as billed, in addition to the payments provided for a paragraph E below.

E. ***Payment for Services.*** The RPD shall pay the Village a fee of \$50,000 for pursuant to this Agreement, payable in four quarterly payments of \$12,500.00 apiece with the first payment to be made May 15, 2018. In addition, the Village shall have exclusive use of the shed in Wabash Park.

In witness whereof we have executed this Agreement as of the date and year written above.

Rantoul Park District

By: _____
President, Board of Commissioners

Village of Rantoul, Illinois

By: _____

Exhibit "A"

1. Maplewood Sports Complex

1304 N. Maplewood Drive; Pin: 14-03-36-151-007; approx. 21 acres

2. Wabash Park

500 E. Wabash Ave; Pin: 20-09-02-153-020; 15.42 acres

3. Mary Alice Park

205 Mary Alice Road; Pin: 20-09-03-256-009

209 Mary Alice Road; Pin: 20-09-03-256-010

213 Mary Alice Road; Pin: 20-09-03-256-011

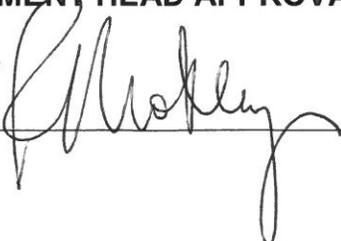
217 Mary Alice Road; Pin: 20-09-03-256-012

Approximately .8 total acre.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Enterprise Zone Expansion	DEPARTMENT: Economic Development
AGENDA SECTION:	AMOUNT: n/a
ATTACHMENTS: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents	DATE: April 3, 2018
SUMMARY HIGHLIGHTS:	
<p>In late 2017, the Village approved a plan to engage a consultant to draft an application to the Department of Commerce & Economic Opportunity (DCEO) to expand the boundaries of the Village's Enterprise Zone approved in early 2017. At that time, the purpose of the expansion was to be able to institute a residential real estate tax abatement program for new construction, with the goal of spurring additional residential growth and ultimately increasing property values and the EAV of the Village.</p> <p>The application is ready to be submitted to DCEO and requires an approval ordinance from the Village as part of the package. Discussions with both school boards have begun; however, the expansion of the Enterprise Zone is not contingent on their agreement to participate in any residential tax abatement. The school districts will be asked to participate in the Enterprise Zone on the commercial side, which they agreed to in late 2016 for the renewal of the current zone.</p> <p>This project represents an investment in the future residential and commercial growth of Rantoul. With the entire Village in an Enterprise Zone, even without a residential tax abatement program in place, additional incentives will be available for businesses in the form of sales tax rebates on new construction and real estate tax abatement for 5 years.</p>	
RECOMMENDED ACTION: Approval of an ordinance authorizing the Village's expansion of the Enterprise Zone to encompass the entire Village boundary.	
DEPARTMENT HEAD APPROVAL R. Motley 	VILLAGE ADMINISTRATOR

DIVISION 2. – CRIME-FREE HOUSING

Sec. 20-308. – Definitions.

All words and phrases not otherwise defined in this Division shall have the same meanings ascribed to them in Section 10-408 of Division 2 - Rental Property Regulations of Chapter 10 of this Code, as supplemented and amended (the “**Rental Property Regulations**”).

Sec. 20-309. – Crime-free housing seminar required for owners of certain rental residential premises.

The owner of any residential premises required to file a registration statement with the Inspection Department of the Village under the Rental Property Regulations for (i) any two (2) or more rental residential premises; or (ii) any single rental residential premises containing two (2) or more rental residential units ((i) and (ii) being, collectively, the “**CFH Rental Residential Premises**”) shall successfully complete a mandatory crime-free housing seminar (the “**Seminar**”) administered by the Rantoul Police Department (the “**Department**”) on or before January 1, 2019. The owner of any such CFH Rental Residential Premises who has successfully completed the seminar for the first or any subsequent time shall also be required to successfully complete a seminar every third year thereafter. Proof of having completed such seminar shall be a part of the registration statement required to be filed pursuant to Section 10-410 of the Rental Property Regulations. For the purposes of this Division, an owner shall be deemed to include any officer, director, member, manager, agent or employee of the owner.

Sec. 20-310. – Crime-free lease addendum.

- (a) The owner and any other person designated by the owner with the authority or responsibility to oversee the management of any CFH Rental Residential Premises (a “**Manager**”) entering into leases regarding any CFH Rental Residential Premises shall utilize a crime-free lease addendum or have a clause in the lease substantially similar to a crime-free lease addendum. The form of a crime-free lease addendum shall be available from the Department. The Department shall review any clauses within actual leases to determine if the clause is substantially similar to the required crime-free lease addendum. The owner or Manager of any CFH Rental Residential Premises shall advise prospective tenants of the required crime-free lease addendum or substantially similar clause prior to entering into any lease or rental agreement. The crime-free lease addendum or substantially similar clause shall make certain criminal activity, including certain drug-related criminal activity, a lease violation and shall specify that any such criminal activity engaged in, facilitated or permitted by any of the following shall be a lease violation: (i) the tenant or any member of the tenant’s household when occurring on or off the CFH Rental Residential Premises; or (ii) any guest of or any person under the control of the tenant or any member of the tenant’s household when occurring on or near the CFH Rental Residential Premises. As used in this Division, “criminal activity” means:
- (1) the commission or attempted commission of murder, kidnapping, arson, sexual assault, felony sexual abuse, indecent solicitation of a child, stalking, home invasion, robbery, burglary, burglary from motor vehicle, motor vehicle theft, aggravated fleeing and eluding, mob action, aggravated battery, aggravated assault, prostitution, solicitation of prostitution, child pornography, possession of explosives, unlawful

use of weapons, unlawful discharge of a firearm, unlawful sale of firearms, gambling, keeping a gambling place, concealing a fugitive, felony violation of the Illinois Cannabis Control Act, violation of the Illinois Controlled Substances Act, violation of the Methamphetamine Control and Community Protection Act or the commission of two (2) or more of any other offenses under the Illinois Criminal Code of 2012 not specifically listed above; or

- (2) the commission in a six-month period of four (4) or more village ordinance violations that threaten the health, safety or welfare of other residents or the right to peaceful enjoyment of the CFH Rental Residential Premises by other residents.

Proof of any such criminal activity shall be established by a preponderance of the evidence and shall give the owner or Manager the authority to initiate an action for eviction proceedings as specified in the forcible entry and detainer provisions of the State of Illinois (735 ILCS 5/9-101 et seq.) (the “**Eviction Proceedings**”). No new lease for a residential unit within a CFH Rental Residential Premises shall be entered into on or after January 1, 2019, and no rental residential unit within a CFH Rental Residential Premises shall be rented on or after January 1, 2020, unless a crime-free lease addendum or approved clause is included in the lease substantially conforming to the required crime-free lease addendum.

- (b) It shall be unlawful and a violation of this section for any owner or Manager of any CFH Rental Residential Premises to knowingly permit any tenant to occupy any rental residential unit within an CFH Rental Residential Premises without entering into a crime-free lease addendum or to occupy any rental residential unit within any CFH Rental Residential Premises in violation of any provision of the crime-free lease addendum or substantially similar clause required under this section.
- (c) It shall be unlawful and a violation of this section for any owner or Manager of any CFH Rental Residential Premises to permit the rental, sublease, possession or occupancy of any residential unit of the owner to a person who, within a period of the immediately preceding three (3) years, was in violation of a crime-free lease addendum or substantially similar clause in any other lease with such owner.
- (d) The failure of any such owner or Manager to take reasonable action to enforce the terms of the crime-free lease addendum or substantially similar clause, including but not limited to initiating an action for Eviction Proceedings after having been notified by the Department of activity or conduct by a tenant, a member of the tenant’s household, a guest or any party under the control of the tenant occurring in violation of the addendum or substantially similar clause, shall be a violation of this section.

Sec. 20-311. – Public nuisance rental residential premises.

- (a) It is hereby declared a public nuisance contrary to the health, safety, peace, and comfort of the village and a violation of this section for any owner or Manager to allow or permit criminal activity to take place on or within any rental registration premises if that owner or Manager had knowledge or reasonably should have known of facts indicating a reason to believe that any such criminal activity:

- (1) was about to occur or was occurring and took no action reasonably calculated to prevent or stop such criminal activity; or
- (2) occurred and took no action reasonably calculated to prevent the same or similar criminal activity from happening again.

Action reasonably calculated to prevent or stop criminal activity or to prevent the same or similar criminal activity from happening again shall include, but is not limited to, giving notice to the Department of the suspected criminal activity and the identity of the person(s) suspected to have been involved in the criminal activity; initiating Eviction Proceedings consistent with a crime-free lease addendum or substantially similar clause; or barring the presence of a person who is not a tenant or member of the tenant's household from the multi-family rental residential premises in the manner specified in the Eviction Proceedings; and following through with any recommendations of the Department to reduce such criminal activity.

Sec. 20-312. – Notices.

- (a) Upon determining that an owner or Manager permitted or allowed any public nuisance activity to occur in violation of Section 20-311 above, the Department shall serve or cause to be served upon such owner or Manager a notice which specifically describes the alleged public nuisance permitted or allowed by such owner or Manager and gives such owner or Manager ten (10) days from the date of such notice in which to take action reasonably calculated to comply with Section 20-311. Such notice shall further contain a description of the appeal process as provided in subsection (b) below. All such notices shall be deemed to be properly served when deposited in the U.S. mail, first-class postage prepaid, addressed to such owner or Manager at the address provided in the registration statement filed under the Rental Property Regulations.
- (b) The owner or Manager of the rental residential premises who has been served with notice pursuant to subsection (a) above shall have the right to make a written request within ten (10) days of the date of the notice for an appeal on the question of whether such owner or Manager permitted or allowed the public nuisance to occur or continue in violation of Section 20-311. Such written request for an appeal shall be made to the administrative officer of the Village and shall include the grounds for such appeal. An appeal shall be based upon a claim that the provisions of Section 20-311 do not fully apply or that the requirements of Section 20-311 have been adequately satisfied by other means. The hearing on the appeal shall be held by the administrative officer within ten (10) business days following receipt of the written request and at least three (3) business days' notice of the hearing on appeal shall be given to the owner or Manager requesting the appeal. The owner or Manager shall be given the opportunity to present evidence at the hearing and the formal rules of evidence shall not apply. Proof of whether an owner or Manager permitted or allowed the alleged public nuisance to occur or continue shall be established by a preponderance of the evidence. At the hearing on appeal, the administrative officer may affirm or reverse the decision of the Department.
- (c) Any violation of the provisions of this section shall be deemed final at the conclusion of the tenth (10th) day following the date of such notice as specified by this section in the event the

owner or Manager fails to make a written request for a hearing or upon the date of the decision of the administrative officer upon the hearing on appeal.

Sec. 20-313. – Domestic violence, sexual violence, stalking or dating violence.

Notwithstanding anything in this Division to the contrary, no activity involving the commission of an offense or the violation of an ordinance shall be deemed to occur under this Article if such activity is:

- (1) based solely on the tenant's or household member's status as a victim of domestic violence or sexual violence as those terms are defined in Section 10 of the Safe Homes Act (765 ILCS 750/1 et seq.), stalking as that term is defined in the Criminal Code of 2012 (720 ILCS 5/26-1 et seq.) or dating violence;
- (2) based solely upon an incident of actual or threatened domestic violence, dating violence, stalking or sexual violation against a tenant or household member;
- (3) based solely upon criminal activity directly relating to domestic violence, dating violence, stalking or sexual violence engaged in by a member of a tenant's household or any guest or other person under the tenant's or household member's control, and against the tenant, lessee or household member; or
- (4) based upon a demand for possession where the tenant, lessee or household member who was the victim of domestic violence, sexual violence, stalking or dating violence did not knowingly consent to the barred person entering the premises or a valid court order permitted the barred person's entry onto the premises.

Provided, however, that nothing in this Section 20-313:

- (1) limits enforcement of Section 15.2 of the Emergency Telephone System Act (50 ILCS 750/15.2), Article 26 of the Criminal Code of 2012 (720 ILCS 5/26-1 et seq.), or Article IX of the Code of Civil Procedure (735 ILCS 5/9-101 et seq.); or
- (2) prohibits the village from enforcing any offense or ordinance violation on the basis of the underlying activity to the extent not covered by parts (1), (2), (3) and (4) above; or
- (3) limits or prohibits Eviction Proceedings of or the imposition of penalties against the perpetrator of the domestic violence, sexual violence, stalking, dating violence or other criminal activity.

Sec. 20-314. – Penalties.

Any person violating any of the provisions of sections 20-309 or 20-210 shall be punished by a fine of not less than \$75.00 nor more than \$750.00 for each offense. A separate offense shall be deemed committed on each day during or on which a violation of 20-309 or 20-310 continues.