



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

September 3, 2019
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 sign in with the Village Clerk prior to the meeting. Comments will be limited to three minutes for each speaker.
 4. Presentation by Nadine Frerichs – National Night Out, September 18
 5. Items from the Mayor
 6. Items from Trustees
 7. Items from the Clerk
 - A) Minutes from Regular Study Session, [August 6, 2019](#)
 - B) Minutes from Regular Board Meeting, [August 13, 2019](#)
- Note: All minutes are drafts until approved at the September 10, 2019 Board Meeting. The Village is required to post the approved minutes on their web site within 30 days of approval.
8. Items from the Administrator
 - A) Census presentation
 - B) Cannabis discussion
 - C) Agenda planning – discussion of future items
 9. Items from Comptroller
 - A) [Budget Amendment](#) BA-FY20-03– [Ordinance No. 2623](#)
 - B) Approval of Bills and Monthly Financial Reports
 10. Items from Recreation
 - A) Engineering Agreement with ERA for [Rudzinski Park](#) - \$39,900.00
 - B) Presentation of Sports Complex – possible contract
 11. Items from Public Safety
 - A) Purchase of 2020 [F150 Truck](#) from Shields Auto Group - \$25,335.00

12. Items from Public Works
 - A) [MFT Resolution](#) for shared use path on west side of Canadian National Railroad - \$209,661.20 – [Resolution No. 9-19-1289](#)
 - B) Purchase of vacuum [circuit breaker](#) from Anixter - \$19,484.00
 - C) Agreement with BHMG for upgrading of Prospect [Substation Relay](#) protection - \$45,200.00
 - D) Sale of [720 Cook Street](#) – [Ordinance No. 2620](#)
 - E) Sale of [721 Cook Street](#) – [Ordinance No. 2621](#)
 - F) Sale of [1120 Veteran's Parkway](#) – [Ordinance No. 2622](#)
13. Items from Counsel
14. Adjournment

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

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

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

**Rantoul Village Board of Trustees
Regular Study Session
August 6, 2019
6:00 P.M.**

LOUIS B. SCHELLING MEMORIAL BOARD ROOM
RANTOUL MUNICIPAL BUILDING, 333 S. TANNER, RANTOUL, IL.

A regular Study Session of the Board of Trustees of the Village of Rantoul was held at 6:00 P.M. Mayor Pro Tem Gamel called the proceeding to order.

Roll Call

The Village Clerk called the roll, finding the following members physically present:

Mayor Pro Tem Gamel, Trustees Hall, Wilkerson, Wilson, Johnson, – 4.

The following representatives of Village Departments were also present: Scott Eisenhauer, Administrator; Pat Chamberlin, Comptroller; Tony Brown, Chief of Police; Ken Waters, Fire Chief; Luke Humphrey, Recreation Department Director; Greg Hazel, Director of Public Works; Jake McCoy Assistant Director of Public Works; Ken Turner, Community Development; Eric Vences, Airport Director; Ken Beth, Village Attorney; and Mike Graham Clerk.

Mike Graham, Village Clerk, Administered the Oath of Office to Jose Igartua for the Police and Fire Commission.

Trustee Hall moved to approve the Agenda and Trustee Wilson seconded the motion. The Clerk Called the roll and the Motion carried **4 – 0**.

Public Participation

Tyler Wilson spoke about the blighted property next door to his residence on Englewood Drive.

Debra Rawlings spoke about landscaping around the Hap Parker Family Aquatic Center. According to Mrs. Rawlings the landscaping is in very poor shape and the west side of the pool is infested with an invasive weed that requires herbicide to remove from the landscaping

Items from the Mayor

NONE.

Items from Trustees

Trustee Johnson said that there many areas of the Village that need to be cleaned up echoing the remarks of Mrs. Rawlings.

Items from the Clerk

- Minutes of Regular Study Session, [July 9, 2019](#).
- Minutes from Regular Board Meeting, [July 16, 2019](#).

Items from the Administrator

- September Study Session will have a Public Hearing about the State of Illinois Cannabis Legislation which will go into effect January 1, 2020.
- Sports Complex Presentation at the September Study Session.

“NOTE FROM RANTOUL VILLAGE CLERK, UNLESS OTHERWISE SPECIFIED BELOW ALL OF THE AGENDA ITEMS WILL BE TAKEN TO THE REGULAR VILLAGE BOARD MEETING, TUESDAY, August 13 , 2019.”

- Contract with [CBIZ](#) for building appraisals.
- [Budget Amendment](#) BA-FY #20-2 CDBG Program – [Ordinance No. 2618](#).
- Approval of Bills and Monthly Financial Reports.
- Resolution to approve application for [OSLAD Grant](#).
- Resolution to approve application for [BAAD Grant](#).
- [Vehicle Purchase](#) Building Safety 2019 Ford F-150 Regular Cab Shields Auto Center - \$27,785.00.
- Intergovernmental Agreement with the [City Schools](#) for Safe Routes to School Grant.
- Engineering [Service Agreement](#) with ESI for Safe Routes to School Grant - \$44,090.00.
- Purchase of replacement [dump truck](#) - \$151,039.69.
- License Agreement with Champaign County [Head Start](#) – sign on Century Blvd.
- License Agreement with [Fortress Data Center](#) for installation of private electric line.
- Sale of [617 East Grove](#) Avenue - \$10,000.00.

Adjournment

There being no further business to come before the Board, Mayor Pro Tem Gamel declared the proceeding adjourned.

MEETING ADJOURNED AT 6:50 P.M

Mike Graham
Village Clerk

APPROVED September 10, 2019

Charles Smith
Village President

ATTEST:

Mike Graham
Village Clerk

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois do hereby certify that the foregoing minutes are a true and correct copy of the Regular Study Session of the Board of Trustees held August 6, 2019, as the same appears on the records of the Village now in my custody and keeping.

Mike Graham
Village Clerk

Regular Board Meeting

August 13, 2019

LOUIS B. SCHELLING MEMORIAL BOARD ROOM
RANTOUL MUNICIPAL BUILDING, 333 S. TANNER, RANTOUL, IL.

A regular Meeting of the Board of Trustees of the Village of Rantoul was held at 6:00 P.M. Mayor Smith called the proceeding to order.

Invocation & Pledge of Allegiance

The Invocation was given by Pastor Mark Wilkerson, Maranatha Baptist Church, Rantoul, Illinois, opening the meeting with a prayer. Following the invocation, Trustee Wilson led the audience in recitation of the Pledge of Allegiance.

Roll Call

The Village Clerk called the roll, finding the following members present:

Mayor Smith & Trustees, Hall, Gamel, Wilkerson, Wilson, and Workman - 6.

The following representatives of Village Departments were also present: Scott Eisenhauer, Administrator; Luke Humphrey, Recreation Department; Ken Waters, Fire Chief; Tony Brown, Police Chief; Ken Turner, Community Development Director; Greg Hazel, Director of Public Works; Jake McCoy, Assistant Public Works Director; Eric Vences, Airport Director; Ken Beth, Village Attorney; and Elected Village Clerk Mike Graham.

Approval of Agenda

Trustee Hall moved to approve the agenda for the meeting. Trustee Wilkerson seconded the motion. The Clerk Called the Roll and the motion carried **5 - 0**.

Mayor Smith presented a Village of Rantoul Scholarship to Samantha Hoy.

Public Participation

Debra Rawlings spoke about the landscaping at the Hap Parker Aquatic Center again.

“NOTE FROM THE RANTOUL VILLAGE OF CLERK. ALL OF THE AGENDA ITEMS LISTED BELOW CARRIED BY ROLL CALL VOTE OF 5 TO 0. UNLESS OTHERWISE NOTED BELOW.”

Motion to approve the Consent Agenda. Trustee Wilson moved for approval and Trustee Hall seconded the motion.

Motion to approve the bills and monthly Financial Reports. Trustee Wilkerson moved for approval and Trustee Workman seconded the motion.

Motion to authorize and approve contract with [CBIZ](#) for appraisal of Village Buildings - \$18,600.00. Trustee Hall moved for approval and Trustee Wilkerson seconded the motion.

Motion to authorize and approve Resolution of Authorization for [OSLAD Grant](#). Trustee Hall moved for approval and Trustee Wilkerson seconded the motion.

Motion to authorize and approve Resolution of Authorization for [BAAD Grant](#). Trustee Gamel moved for approval and Trustee Hall seconded the motion

Motion to authorize and approve the purchase of [2019 F150 Truck](#) from Shields Auto Center - \$24,875.00. Trustee Wilson moved for approval and Trustee Wilkerson seconded the motion.

Motion to authorize and approve Agreement with [ESI Consultants](#) for engineering services on Safe Route to Schools Project - \$44,090.00. Trustee Hall moved to approve and Trustee Wilson seconded the motion.

Motion to authorize and approve purchase [Dump Truck Bed](#) from Rahn Equipment Co. - \$51,525.69 and Truck chassis from CIT Trucks - \$92,014.00 plus a contingency of \$7,500.00 for a total of \$151,039.69. Trustee Wilkerson moved for approval and Trustee Gamel seconded the motion.

Motion to pass [Ordinance No. 2618](#), AN ORDINANCE REVISING THE ANNUAL [BUDGET](#). Trustee Hall moved for approval and Trustee Gamel seconded the motion.

Motion to pass [Ordinance No. 2619](#), AN ORDINANCE AUTHORIZING AND APPROVING THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS ([617 East Grove Avenue](#)). Trustee Wilkerson moved for approval and Trustee Hall seconded the motion.

Motion to pass [Resolution No.8-19-1286](#), A RESOLUTION AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL [AGREEMENT](#) BETWEEN THE VILLAGE OF RANTOUL AND THE RANTOUL CITY SCHOOLS DISTRICT NO. 137 CONCERNING THE CONSTRUCTION AND MAINTENANCE OF THE SAFE ROUTES TO SCHOOL PROJECT. Trustee Wilson moved for approval and Trustee Hall seconded the motion.

Motion to pass [Resolution No. 8-19-1287](#), A RESOLUTION AUTHORIZING AND APPROVING A LICENSE AGREEMENT WITH THE CHAMPAIGN COUNTY [REGIONAL PLANNING COMMISSION](#). Trustee Hall moved for approval and Trustee Wilson seconded the motion.

Motion to pass [Resolution No. 8-19-1288](#), A RESOLUTION AUTHORIZING AND APROVING A LICENSE AGREEMENT WITH [FORTRESS DATA CENTER](#), LLC. Trustee Hall moved for approval and Trustee Wilkerson seconded the motion.

Motion to go into closed session pursuant to 5 ILCS 120/2 (c) 6, to consider setting of a price for sale or lease of property owned by the public body

AND

Motion to go into closed session pursuant to 5 ILCS 120/2 (c) 2, to consider collective negotiating maters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees

Trustee Wilson moved to enter into closed session and Trustee Hall seconded the motion.

The Rantoul Village Board entered into closed session at 6:19 P.M.

The Rantoul Village Board returned to open session at 7:52 P.M.

Trustee Wilson moved to adjourn the meeting and Trustee Workman seconded the motion.

The Clerk called the Roll and the motion passed **5 – 0**.

Meeting Adjourned: 7:53 P.M.

Mike Graham
Village Clerk

Approved September 10, 2019

Charles Smith
Village President

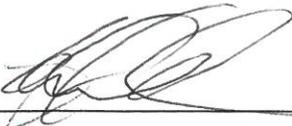
I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the forgoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held August 13, 2019 as the same appears on the records of the Village now in my custody and keeping.

Mike Graham, Village Clerk

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

PAGE 1 OF 1

ITEM: Budget Amendment	DEPARTMENT: Finance Department
AGENDA SECTION:	AMOUNT: Expenses - \$1,144,470 Revenues - \$53,432
ATTACHMENTS: (X) ORDINANCE () RESOLUTION () OTHER (See Summary Highlights) () SUPPORTING DOCUMENTS	DATE: August 28, 2019
SUMMARY HIGHLIGHTS: As part of the budget process, purchase orders that are still outstanding need to be cancelled or rolled over into the current budget (FY20). In previous budgets, these outstanding purchase orders were approved when the budget was approved. These items were budgeted in FY 19 but weren't spent so the funds are still in reserves from last budget year. The Finance Department has reviewed all open purchase orders and have closed a majority of them. Approximately \$1,091,000 of the purchase orders that were transferred to the current budget are being taken out of reserves (as identified by fund). Some of the larger projects carried over from the previous year include the following: -Downtown bike path Village share of engineering \$56,011 -Murray Road/Chandler Box culvert project \$44,847 -Willow Pond engineering project (TIF #1) \$277,159 -North Tanner water main project \$90,462 -Furnish and install Sodium Hypochlorite System \$58,277 -Indian Hills sanitary sewer project \$42,682 -Slip lining repair \$263,000 -Pork plant pump station project \$70,259 -Design tap from 136 to Industrial Park \$31,667 -Airport property release from the FFA, Phase 2 \$31,029 -Landfill cover improvements \$17,395 Revenue increases include local use tax and income tax. The Illinois Municipal League adjusted the amounts for these two items and the increase amounted to \$37,529. There was also an unanticipated building permit that increased the General Fund revenue by \$15,900.	
RECOMMENDED ACTION: Approve the budget amendments as identified above.	
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR: 

VILLAGE OF RANTOUL
BUDGET AMENDMENT - BA-FY #20-03
FY 20 Budget - September 2019

Fund	Account	FY 20 Budget	New Amount	Difference
1 Recreation	001-0227-470-70-40 Machinery & Equipment	19,000	19,360	360
2 Recreation	001-0230-470-40-33 Repair & maint-vehicle	0	4,800	4,800
3 Police	001-0512-420-60-30 Clothing, uniforms, etc.	1,000	1,130	130
4 Police	001-0520-420-50-40 Travel	4,500	5,340	840
5 Police	001-0522-420-50-40 Travel	5,000	5,750	750
6 Fire	001-0710-420-40-31 Repair & maint-building	43,000	43,977	977
7 Fire	001-0710-420-40-32 Repair & maint-equipment	12,000	12,580	580
8 Fire	001-0720-420-40-32 Repair & maint-equipment	17,292	18,713	1,421
9 Fire	001-0720-420-60-30 Clothing, uniforms, etc.	39,245	47,962	8,717
10 MFT	205-1190-440-75-70 Infrastructure	0	56,011	56,011
11 Local MFT	206-1190-440-75-70 Infrastructure	0	44,847	44,847
12 TIF Fund	212-0160-410-75-70 Infrastructure	0	277,159	277,159
13 Community Development	277-0373-450-75-70 Infrastructure	100,000	190,462	90,462
14 Community Development	277-0374-450-40-31 Repair & maint-building	76,000	86,000	10,000
15 Corporate Restricted Reserv	307-0160-410-75-70 Infrastructure	50,000	50,255	255
16 Gas	527-1127-430-60-70 Plant Oper/Sys Maint Supply	20,000	21,225	1,225
17 Water	535-1180-430-30-24 Engineering	0	733	733
18 Water	535-1180-430-75-70 Infrastructure	700,000	758,277	58,277
19 Water	535-1180-430-75-91 Software	0	16,529	16,529
20 Wastewater	536-1180-430-75-70 Infrastructure	350,000	744,641	394,641
21 Electric	541-1180-430-75-70 Infrastructure	730,000	763,267	33,267
22 Storm Drainage	551-1151-430-75-70 Infrastructure	350,000	350,200	200
23 Airport	582-1810-450-30-24 Engineering	73,137	106,931	33,794
24 Airport	582-1820-480-70-30 Improvement other than bldg	0	1,787	1,787
25 Public Works Admin	604-1110-430-30-24 Engineering	30,000	54,523	24,523
26 Public Works Admin	604-1110-430-50-40 Travel	25,000	24,871	(129)
27 Pump Station Maint.	604-1145-430-40-32 Repair & maint-equipment	35,000	36,239	1,239
28 Pump Station Maint.	604-1145-430-60-70 Plant Oper/Sys Maint Supply	45,000	45,144	144
29 Street & System Maint.	604-1175-430-75-20 Buildings	0	17,395	17,395
30 IT	618-0150-410-30-30 Technical	137,380	140,405	3,025
31 IT	618-0150-410-70-40 Machinery & Equipment	9,700	11,211	1,511
32 IT	618-0150-410-75-70 Infrastructure	34,000	49,615	15,615
33 Comptroller	001-0120-410-50-90 Other	1,860	20,460	18,600
34 Building	001-0330-420-75-50 Prop & Equip-Fixed Asset-Vehicle	0	24,785	24,785
		\$2,908,114	\$4,052,584	\$1,144,470
Revenues				
1 General Fund	001-0000-313-50-00 General use tax	410,230	415,406	5,176
2 General Fund	001-0000-335-20-00 Income tax	1,303,806	1,336,158	32,353
3 General Fund	001-0000-322-10-00 Building & Equip Permits	70,000	85,903	15,903
		\$1,784,036	\$1,837,467	\$53,432

- 1 Gym, physical equipment
- 2 Take bus to shop for left rear repair
- 3 Police uniforms
- 4 Hotel rooms in Bloomington for conference June 18-20 and E. Peoria for conference June 11-14
- 5 Hotel rooms in Wichita July 21-26
- 6 Turnout gear
- 7 Turnout gear
- 8 Scott sight system
- 9 Turnout gear
- 10 Construction engineering
- 11 Box culvert project
- 12 Willow Pond project
- 13 N. Tanner railroad project

VILLAGE OF RANTOUL
BUDGET AMENDMENT - BA-FY #20-03
FY 20 Budget - September 2019

- 14 Asbestos and lead surveys
- 15 Design engineering & construction-Easton Bell project
- 16 General maintenance items
- 17 Engineering agreement
- 18 Hypochlorite system
- 19 AMI/AMR project
- 20 Slip lining repair/pump station repairs/construction services
- 21 Engineering agreement
- 22 Box culvert project
- 23 Engineering agreement
- 24 Design engineering for airport fence project
- 25 Utility rate studies and engineering services
- 26 Hotel accommodations for conference May 16, 2019
- 27 Sewer lift station parts
- 28 Wika pressure transmitter
- 29 Landfill cover improvements
- 30 Software license
- 31 Software license
- 32 Software license and computer replacement program

VILLAGE OF RANTOUL
FY 2019-20 BUDGET SUMMARY

	<u>REVENUE</u>			<u>EXPENSES</u>			FY 19-20 SURPLUS/ (DEFICIT)
	FY 18-19 ADMIN LEVEL BUDGET	FY 19-20 BOARD LEVEL BUDGET	% CHANGE	FY 18-19 ADMIN LEVEL BUDGET	FY 19-20 BOARD LEVEL BUDGET	% CHANGE	
GENERAL CORPORATE (001)	\$9,041,574	\$10,717,482	18.54%	\$9,058,690	\$10,715,846	18.29%	\$1,636
<u>SPECIAL REVENUE FUNDS</u>							
MOTOR FUEL TAX (205)	\$330,280	\$330,544	0.08%	\$300,000	\$431,011	43.67%	(\$100,467)
LOCAL MFT (206)	\$360,800	\$360,800	0.00%	\$385,692	\$429,731	11.42%	(\$68,931)
ECONOMIC DEVELOPMENT (208)	\$390,000	\$240,000	-38.46%	\$390,781	\$203,385	-47.95%	\$36,615
MICRO LOAN (210)	\$10,600	\$9,200	-13.21%	\$1,500	\$1,000	-33.33%	\$8,200
TIF (212)	\$1,383,300	\$1,407,221	1.73%	\$2,189,706	\$1,309,449	-40.20%	\$97,772
TIF II (214)	\$15,000	\$301,131	1907.54%	\$5,000	\$60,000	1100.00%	\$241,131
TIF III (216)	\$1,465,000	\$1,504,735	2.71%	\$1,330,067	\$1,199,867	-9.79%	\$304,868
SPECIAL POLICE (221)	\$25,050	\$20,050	-19.96%	\$0	\$0	0.00%	\$20,050
EDA/RLF (254)	\$25,300	\$28,300	11.86%	\$1,000	\$1,500	50.00%	\$26,800
RENTAL REHAB. - HUD (266)	\$120	\$80	-33.33%	\$72,517	\$73,784	1.75%	(\$73,704)
COMMUNITY DEV. (277)	\$801,953	\$601,201	-25.03%	\$776,266	\$536,979	-30.83%	\$64,222
TOTAL SPECIAL REVENUE	\$4,807,403	\$4,803,262	-0.09%	\$5,452,529	\$4,246,706	-22.11%	\$556,556

CAPITAL PROJECTS FUNDS
CORPORATE RESTRICTED RES. (30):

	\$200	\$200	0.00%	\$40,100	\$50,255	0.00%	(\$50,055)
<u>DEBT SERVICE FUNDS</u>							
DEBT SERVICE (401)	\$1,287,020	\$994,640	-22.72%	\$1,290,150	\$1,001,885	-22.34%	(\$7,245)

PROPRIETARY FUNDS

	FY 18-19 ADMIN LEVEL BUDGET	FY 19-20 BOARD LEVEL BUDGET	% CHANGE	FY 18-19 ADMIN LEVEL BUDGET	FY 19-20 BOARD LEVEL BUDGET	% CHANGE	FY 19-20 SURPLUS/ (DEFICIT)
LANDFILL (515)	\$130	\$130	0.00%	\$0	\$130	0.00%	\$0
GARBAGE (520)	\$555,080	\$598,105	7.75%	\$574,935	\$592,960	3.14%	\$5,145
GAS (527)	\$1,424,900	\$1,390,537	-2.41%	\$1,421,504	\$1,526,449	7.38%	(\$135,912)

VILLAGE OF RANTOUL
FY 2019-20 BUDGET SUMMARY

	<u>REVENUE</u>			<u>EXPENSES</u>			FY 19-20 SURPLUS/ DEFICIT
	FY 18-19 ADMIN LEVEL BUDGET	FY 19-20 BOARD LEVEL BUDGET	% CHANGE	FY 18-19 ADMIN LEVEL BUDGET	FY 19-20 BOARD LEVEL BUDGET	% CHANGE	
WATER (535)	\$2,627,721	\$2,934,508	11.68%	\$2,713,745	\$3,056,638	12.64%	(\$122,130)
WASTE WATER (536)	\$3,149,607	\$3,234,015	2.68%	\$3,229,611	\$3,985,829	23.42%	(\$751,814)
ELECTRIC (541)	\$19,344,909	\$19,206,957	-0.71%	\$19,282,066	\$19,200,499	-0.42%	\$6,458
STORM WATER DRAINAGE (551)	\$840,779	\$892,444	6.14%	\$839,961	\$1,146,911	36.54%	(\$254,467)
AIRPORT (582)	\$867,243	\$816,328	-5.87%	\$1,110,093	\$1,049,753	-5.44%	(\$233,425)
CHANUTE EDC (585)	\$453,308	\$506,960	11.84%	\$481,217	\$511,874	6.37%	(\$4,914)
TOTAL PROPRIETARY FUNDS	\$29,263,677	\$29,579,984	1.08%	\$29,653,132	\$31,071,043	4.78%	(\$1,491,059)
INTERNAL SERVICES FUNDS							
PUBLIC WORKS ADMIN (604)	\$3,513,736	\$3,722,184	5.93%	\$3,658,220	\$3,613,300	-1.23%	\$108,884
INFORMATION MGMT. SRVCS. (618)	\$381,163	\$364,159	-4.46%	\$381,163	\$385,091	1.03%	(\$20,932)
CENTRAL MAINTENANCE (619)	\$0	\$654,014	0.00%	\$0	\$639,014	0.00%	\$15,000
TOTAL INTERNAL SRVCS. FUNDS	\$3,894,899	\$4,740,357	21.71%	\$4,039,383	\$4,637,405	14.80%	\$102,952
POLICE PENSION (722)	\$986,816	\$1,615,230	63.66%	\$2,308,290	\$1,641,652	-28.88%	(\$26,422)
GRAND TOTAL	\$49,281,589	\$52,451,155	6.43%	\$51,842,274	\$53,364,792	2.94%	(\$913,637)
Less Interdepartment Transfers	\$7,032,305	\$7,482,070	6.40%	\$7,032,305	\$7,482,070	6.40%	\$0
Net Total Budget	\$42,249,284	\$44,969,085	6.44%	\$44,809,969	\$45,882,722	2.39%	(\$913,637)

ORDINANCE NO. 2623

**AN ORDINANCE
REVISING THE ANNUAL BUDGET
(VARIOUS FUNDS)**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATION OF PUBLICATION

Published in pamphlet form the 10th day of September, 2019, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. 2623

**AN ORDINANCE
REVISING THE ANNUAL BUDGET
(VARIOUS FUNDS)**

WHEREAS, the annual budget for the fiscal year beginning May 1, 2019 and ending April 30, 2020 (the “**Annual Budget**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) was duly adopted by the President and Board of Trustees (the “**Corporate Authorities**”) of the Village under and pursuant to Ordinance No. 2606, passed and approved at a regular meeting on March 26, 2019; and

WHEREAS, the Corporate Authorities now desire to supplement and amend the Annual Budget in order to add to, delete, change or otherwise revised the Annual Budget by providing for certain transfers between or among the funds or accounts so designated or for certain authorized expenditures from unexpended balances or other additional revenues so designated; and

WHEREAS, funds are available to effectuate such revisions.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, as follows:

Section 1. Revision(s) to Annual Budget. The Annual Budget, as heretofore supplemented and amended, is hereby further supplemented and amended in order to add to, delete, change or otherwise revised the Annual Budget by providing for such transfers between or among the funds or accounts so designated or for such authorized expenditures from the unappropriated balances or other additional revenues so designated, all as set forth in the form of the Budget Amendment documents (BA-FY-19-03), a copy of which is attached hereto and hereby incorporated herein by this reference thereto.

Section 2. Effective Date. The provisions of this ordinance shall become effective ten (10 days) after its passage, approval and publication as provided by law.

Section 3. Publication. The Village Clerk is hereby authorized and directed to cause this ordinance to be published in pamphlet form.

This ordinance is hereby passed, the “ayes” and “nays” being called, by the vote of two-thirds of the members of the Corporate Authorities then holding office at a regular meeting on the date set forth below.

PASSED this 10th day of September, 2019.

Village Clerk

APPROVED this 10th day of September, 2019.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: 2019 OSLAD GRANT Rudzinski Park Redevelopment ENGINEERING AGREEMENT	DEPARTMENT: RECREATION
AGENDA SECTION:	AMOUNT of Agreement: \$39,900
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: August 22, 2019
<p>SUMMARY HIGHLIGHTS: This Agenda item provides for a professional services Engineering Agreement with Engineering Resource Associates (ERA) for land surveying, recreational planning, site civil engineering and landscape architectural services for the INDR OSLAD grant that the Village was awarded for the Rudzinski Park Redevelopment.</p> <p>The professional services are needed to provide for successful implementation of the language in the grant documents from the IDNR. Specifically, all OSLAD-assisted facilities must be designed and constructed to accommodate full accessibility as per the Illinois Accessibility Code standards and the "Americans with Disabilities Act" Accessibility Guidelines (ADAAG). If there are any questions or doubts regarding design standards proposed for the project, it is strongly encouraged that "working drawings" be submitted to the IDNR grants staff for review prior to construction and/or solicitation of construction bids. Projects involving playground construction MUST have final working drawings for the playground facility reviewed by IDNR grant staff.</p> <p>Within the submitted grant documents we listed the estimated cost for Architectural/Engineering services at \$50,000. This agreement is within the budgeted amount for the services.</p> <p>GRANT UPDATE Total Grant Amount Request: \$400,000 IDNR Grant Agreement Amount: \$360,000 Village Portion: \$40,000</p> <ul style="list-style-type: none"> • We have received the 50% advanced payment from the IDNR in the amount of \$180,000 • Estimated Timeline: September-November (Engineering), December-January (Bidding of Equipment and Construction Services), February (Request Board Approval for Bids), March-August (Construction and Grand Opening) 	
<p>RECOMMENDED ACTION: Authorize approval of a professional service engineering agreement with ERA in the amount of \$39,900.</p>	
DEPARTMENT HEAD APPROVAL: Luke A. Humphrey 	VILLAGE ADMINISTRATOR: 



ENGINEERING
RESOURCE ASSOCIATES

ENGINEERS | SCIENTISTS | SURVEYORS

Mr. Luke Humphrey
Director, Village of Rantoul Recreation Department
333 South Tanner Street
Rantoul, IL 61866

August 13, 2019

Subject: Professional Services for the Rudzinski Park Redevelopment, Rantoul, IL

Dear Mr. Humphrey,

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for land surveying, recreational planning, site civil engineering, and landscape architectural services for the proposed Rudzinski Park Redevelopment for the Village of Rantoul Recreation Department. This proposal is based upon your request, our knowledge of the project following a review of the OSLAD grant submittal, and our experience on similar projects over recent years.

Project Understanding

The project is expected to consist of outdoor circuit training equipment, playground equipment and swing sets, new parking lot, shade structures, site furnishings (benches, trash cans, lighting), and sidewalks on the 8.4 acre project site. ERA will be partnering with Upland Design as our landscape architect/park planning subconsultant to assist with preliminary layout of the site and provide aid in meeting the requirements of the OSLAD grant program used to fund the project.

Scope of Services

ERA will provide professional services in accordance with the following work plan:

- 1. Site Survey and Topographical Plan** - ERA shall prepare a current plan of existing conditions based on a topographical survey of the subject site. The plan includes the following:
 - 1.1. Survey limits extend to 25 feet outside the property lines
 - 1.2. The locations of existing structures and hard surfaces located within the subject property
 - 1.3. Elevations tied to NAVD88 vertical elevation datum
 - 1.4. A format in accordance with Village of Rantoul requirements
 - 1.5. Shall be based on a Plat of Survey provided by the Owner, if available. If not available, the Plat of Survey can be completed by ERA as an additional task

WARRENVILLE

35701 West Avenue, Suite 150
Warrenville, IL 60555
P 630.393.3060

CHICAGO

10 South Riverside Plaza, Suite 875
Chicago, IL 60606
P 312.474.7841

CHAMPAIGN

2416 Galen Drive
Champaign, IL 61821
P 217.351.6268

2. **Geotechnical Investigation** - With the assistance of a geotechnical subconsultant, ERA will complete soil borings on the site to verify existing soil conditions for anticipated site improvements, parking lot additions, shade structure foundations, and overall drainage modifications to meet the requirements of the Village of Rantoul.
3. **Preliminary Engineering Plan** - This task includes preparation of a preliminary engineering plan for review and coordination with Village of Rantoul staff to obtain input and feedback. This task also includes preparing a CAD drawing based on the conceptual plan outlined in the approved OSLAD grant submittal prepared by the Owner showing the desired size and location of the proposed items. Potential modifications to the originally approved OSLAD plan will be reviewed, recommended, and discussed with the Owner to assure compliance with the grant requirements.
4. **Final Engineering Plans** - This task includes the design of site elements and preparation of final engineering plans. The plans will include the following information:
 - 4.1. Grading & Erosion Control – including proposed spot grades, pavement grades, drainage, grades, etc.
 - 4.2. Drainage and Utilities – including rim and invert elevations, pipe sizes, routings, and materials relating to site storm sewer design.
 - 4.3. Site Geometrics – including existing building separations, road widths, sidewalk widths, geometrical locations and setbacks, etc.
 - 4.4. Featured equipment details, construction details, material specifications, and general notes.
 - 4.5. Shelter and/or shade structure details to be either pre-fabricated and constructed by Village staff.
 - 4.6. Landscape Plan
5. **Permitting** - ERA will coordinate and assist the Owner with permit submittals including:
 - 5.1. Village of Rantoul Site Development and Stormwater Permit
 - 5.2. IEPA Notice of Intent (NOI)
 - 5.3. ComEd Service Connection
 - 5.4. Village of Rantoul Building Permit
 - 5.5. IDNR/IHPA sign-off
6. **Bid Phase Services** – This phase shall consist of assisting the Owner with the bid advertisement, construction cost estimates, technical specifications, general bid requirements, addendum preparation, and responses to Contractor queries for bidding purposes.
7. **Construction Phase** – Anticipated services include: Consultation with Contractor during project construction, responses to Contractor RFIs, shop drawing submittal reviews, and aid the Owner with required documentation to meet the requirements of the OSLAD grant program. Full-time



construction observation is **not** included in the Scope of Services, but shall consist of site visits on an as-needed basis and monthly project update/pay request meetings.

- 8. **As-Built Drawings** – Update the construction documents to include project modifications completed during construction for submittal to the Owner as a part of the final closeout.

Schedule

The work described in this agreement will be performed as expeditiously as weather and other physical conditions permit. The Engineer shall not be liable to the Owner, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the Engineer and not caused by his own fault or negligence including acts of God, or the public enemy, inclement weather conditions, acts of the government after the effective date of this agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

Fees

The OWNER will pay ERA for professional time, as invoices are presented or at monthly intervals, at the hourly rates shown in the attached schedule.

A. Site Survey & Topographical Plan	\$ 5,000
B. Geotechnical Investigation	\$ 3,500
C. Preliminary Engineering	\$ 8,000
D. Final Engineering	\$ 9,500
E. Village Meetings & Permitting Assistance	\$ 3,000
F. Bid Phase Services	\$ 2,900
G. Construction Phase	\$ 5,000
H. As-Built Drawings	\$ 1,500
I. <u>Expenses</u>	<u>\$ 1,500</u>
Total	\$39,900

ERA agrees to a **Lump Sum Fee of \$39,900** for this Scope of Services without authorization from the OWNER for additional services. The OWNER will pay ERA for expenses at cost, including mileage, equipment rental, materials, supplies, shipping, and other such expenses necessary for implementation of the Scope of Services.

Additional services may be completed, following authorization by the OWNER, using the hourly rates shown in the attached schedule.

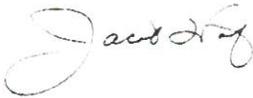
Please send payment(s) to:
2416 Galen Drive, Champaign, IL 61820



We appreciate the opportunity to submit this professional services agreement and trust that it meets with your approval. If acceptable, please sign this Acceptance & Authorization Form where indicated and return one (1) copy for our files. Receipt of executed agreement will serve as authorization to proceed with the project to the full extent of the contract. The attached General Terms and Conditions are expressly incorporated into and are an integral part of this agreement.

If you have any questions, please contact me at 217-351-6268 or jwolf@eraconsultants.com

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.



Jacob Wolf, PE Principal/Project Manager

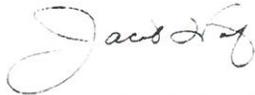


Exhibit 1

Acceptance & Authorization Form – August 13, 2019 Proposal
Rudzinski Park Redevelopment
Rantoul Recreation Department Rantoul, Illinois

ENGINEERING RESOURCE ASSOCIATES, INC.

RANTOUL RECREATION DEPARTMENT



Authorized Signature

Authorized Signature

Jacob Wolf, PE Principal/Project Manager
Printed Name and Title

Printed Name and Title

2416 Galen Drive
Champaign, Illinois 61820
217-351-6268 t, 217-355-1902 f

Date

Please Provide Contact Information:

Mailing Address:
(please provide street address for UPS deliveries)

Telephone Number:

Email Address:

INVOICES should be sent via:

Email USPS Mail Email & USPS Mail

If different than above address,
invoices should be addressed to:

Attn:

Invoice Email Address (if different than above):

Note any billing procedures/forms:



Exhibit 2
**ENGINEERING RESOURCE ASSOCIATES, INC. / UPLAND DESIGN,
 INC.**
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

<i>Staff Category</i>	<i>Hourly Billing Rate</i>
Professional Engineer VI	\$225.00
Professional Engineer V	\$200.00
Professional Engineer IV	\$182.00
Professional Engineer III	\$156.00
Professional Engineer II	\$137.00
Professional Engineer I	\$100.00
Structural Engineer VI	\$225.00
Structural Engineer III	\$170.00
Structural Engineer II	\$144.00
Staff Engineer III	\$114.00
Staff Engineer II	\$95.00
Staff Engineer I	\$87.00
Engineering Intern III	\$50.00
Engineering Intern II	\$45.00
Engineering Intern I	\$40.00
Engineering Technician V	\$116.00
Engineering Technician IV	\$105.00
Engineering Technician III	\$82.00
Engineering Technician II	\$56.00
Engineering Technician I	\$38.00
Environmental Specialist III	\$135.00
Environmental Specialist II	\$122.00
Environmental Specialist I	\$76.00
Professional Surveyor II	\$150.00
Professional Surveyor I	\$132.00
Surveyor IV	\$110.00
Surveyor III	\$96.00
Surveyor II	\$69.00
Surveyor I	\$46.00
GIS/Public Outreach	\$83.00
Administrative Staff IV	\$120.00
Administrative Staff III	\$83.00
Administrative Staff II	\$73.00
Administrative Staff I	\$60.00
Principal Landscape Architect	\$155.00
Project Manager Landscape Architect	\$138.00
Landscape Architect	\$124.00
Landscape Designer	\$118.00



Engineering Resource Associates, Inc.**GENERAL TERMS AND CONDITIONS**

1. **COMPLIANCE WITH LAWS:** Engineering Resource Associates, Inc. (Engineer) will strive to exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

2. **DESIGNATION OF AUTHORIZED REPRESENTATIVE:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
3. **STANDARD OF PRACTICE:** The Engineer will strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
4. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by Item 1. of this Agreement, together with the laws of the State of Illinois.
5. **RESPONSIBILITY OF THE ENGINEER:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.
6. **CLIENT'S RESPONSIBILITIES:** The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, to the extent arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability



insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and non-contributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

7. **INFORMATION PROVIDED BY OTHERS:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
8. **CHANGES:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
9. **DOCUMENTS DELIVERED TO CLIENT:** Drawings, specifications, and reports prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format



used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

10. **REUSE OF DOCUMENTS:** All Project Documents including but not limited to reports, original boring logs, field data, field notes, laboratory test data, calculations, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.
11. **FORCE MAJEURE:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
12. **RELATIONSHIP BETWEEN ENGINEER AND CLIENT:** Engineer shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
13. **SUSPENSION OF SERVICES:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
14. **TERMINATION:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
15. **SUCCESSORS AND ASSIGNS:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.



16. **ENTIRE UNDERSTANDING OF AGREEMENT:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
17. **AMENDMENT:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
18. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in Item 13 of this Agreement. Payments due Engineer are not contingent upon project approval or project financing and are the sole responsibility of the Client. If an invoice for work performed by Engineer remains unpaid sixty (60) days from the date of the invoice and, if there is no written resolution of payment from the client during the sixty (60) day period, Engineer will stop all work on the assignment.
19. **INDEMNIFICATION:** Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees to the extent caused by Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage. Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.
20. **LIMIT OF LIABILITY:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but not limited to the Engineer's negligence, errors, omissions,



strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

21. **NOTICES:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
22. **ACCESS AND PERMITS:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
23. **WAIVER OF CONTRACT BREACH:** The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
24. **OPINIONS OF PROBABLE COST:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his opinions of probable Project Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
25. **CONSTRUCTION OBSERVATION CLAUSE:** The Owner will include the following clause in the construction contract documents and Owner agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Workers Compensation Act, court interpretations of said Act or otherwise; and agrees to indemnify and defend Owner and Engineer and their agents, employees and consultants (the "Indemnities") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the indemnities may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the indemnities' own negligence.
26. **SEVERABILITY OF INVALID PROVISIONS:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
27. **HAZARDOUS MATERIALS:** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Engineer's services, Engineer may at his option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials,



and warrant that the job site is in full compliance with applicable laws and regulations.

28. **RIGHT OF ENTRY:** Client hereby grants Engineer and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for Engineer to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against Engineer and its subcontractors or agents, and agrees to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate Engineer for any time spent or expenses incurred by Engineer in defense of any such claim with compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy. Engineer shall not be liable for damage or injury from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Engineer's attention in writing and correctly shown on the diagram(s) furnished by Client to Engineer.
29. **SAMPLES:** Soil, rock, water and/or other samples obtained from the Project site are the property of Client. Engineer shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Engineer's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which Engineer is exposed, Client agrees to waive any claim against Engineer, and to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss arising from containing, labeling, transporting, testing, storing, or other handling of contaminated samples. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim, with such compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy.

END OF GENERAL TERMS AND CONDITIONS



BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

PAGE 1 OF 1

ITEM: 2020 Ford F150 Regular Cab	DEPARTMENT: Building Safety Division
AGENDA SECTION: Building Safety	AMOUNT: \$25,335
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: August 26, 2019
<p>SUMMARY HIGHLIGHTS: This is a request to replace a 2001 Dodge Ram pickup with a new 2020 Ford F150 from Shields Auto Group. The 2001 Dodge has been subject to many repairs and will continue to have issues. This truck would be used daily by Code Enforcement including towing a trailer, zero turn mower and other lawn equipment when needed. Other uses would include picking up sofas, mattresses, T.V's, etc. that are dumped in the right-of-way and in ditches. Code Enforcement would also use the vehicle for travel to ongoing training to maintain certifications.</p> <p>Update: Per the attached letter from Rick Shields, he is unable to order a 2019 year model. Therefore, to move up to the 2020 version, it is an additional \$550.</p>	
RECOMMENDED ACTION: Approve vehicle purchase	
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR: 



Shields Auto Mart
Route 9 & Interstate 57, 580 John Street
Paxton, Illinois 60957
217-379-2393 • 1-800-243-2393 • FAX 217-379-4142

Shields Auto Center
225 S. Meyers, Rantoul, IL 61866
217-892-2155 • 1-800-373-4193 • FAX 217-892-4009

August 22, 2019

Village of Rantoul
200 W. Grove Ave.
Rantoul, IL 61866

To Whom it May Concern:

Thank you for the opportunity to place a bid for a new 2019 Ford F150 Regular Cab XL 4x2 in Oxford White. The Village approved our bid for the pick-up truck, which included a Trailer Tow Package for \$24,785, plus Municipal license, title and plate fees. Unfortunately, we are unable to order a 2019 year model. However, we are able to order a 2020 year model, as you have requested. Below are a couple of options that we have for you:

Option 1- We will need to source a 2019 F150 Regular Cab XL 4x2 in Oxford White, with a Class IV Hitch. Unfortunately, a 2019 F150 Regular Cab XL with the Trailer Tow Package is unavailable.

Option 2- We can order a 2020 F150 Regular Cab XL 4x2 in Oxford White, as requested with a Trailer Tow Package. The sale price for a 2020 F150 Regular Cab is \$ 25,335 plus Municipal license, title and plate fees. This is a difference of \$550.

Once again, I would like to thank you for the opportunity. Please advise me how you would like to proceed.

Sincerely,

Rick Shields
General Manager

www.shieldsautogroup.com



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
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ITEM: Illinois Department of Transportation (IDOT) – Motor Fuel Tax (MFT) Resolution for the final Shared Use Path fund allocation	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: \$209,661.20
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: August 23, 2019
SUMMARY HIGHLIGHTS: <p>This Agenda Item provides for the final allocation of Illinois Department of Transportation (IDOT) Motor Fuel Tax (MFT) funds in the amount of \$209,661.20 for the Village’s share of engineering costs (\$28,492.76) and the final construction costs (\$181,168.44) for the development of the second phase of the shared use path (0.8 miles) on the west side of the Canadian National Railroad into the downtown area and to Rudzinski Park.</p> <p>The Village of Rantoul was initially awarded an Illinois Transportation Enhancement Program (ITEP) grant for the second phase of a 10’ wide HMA shared use path on April 14, 2014 and received an increase funding allocation on April 22, 2016 (as the project was expanded to encircle the park area). The Village’s match requirement of twenty percent (20%) for the project was funded through State Motor Fuel Tax (MFT) dollars. The Village approved a Funding Resolution on June 14, 2016, but IDOT has requested a MFT Resolution using form BLR 09110 be prepared and submitted in order to finalize and complete the project documentation.</p>	
RECOMMENDED ACTION: Authorize the approval of an IDOT MFT Resolution in the amount of \$209,661.20 for the Village’s share of engineering costs (\$28,492.76) and the final construction costs (\$181,168.44) for the development of the second phase of the shared use path (0.8 miles) on the west side of the Canadian National Railroad into the downtown area and to Rudzinski Park.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. <i>gh</i>	VILLAGE ADMINISTRATOR: <i>Scott Eisenhauer</i>
AGENDA PAGE NUMBER:	

- REFERENCE -

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM	PAGE <u> </u> OF <u> </u>
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ITEM: Local Agency Agreement with IDOT for Federal Participation & Local Agency Funding Resolution west side Bike Path – Updated	DEPARTMENT: Public Works
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AGENDA SECTION:	PROJECT AMOUNT: \$733,203.00 - Total Project <u>\$573,762.00</u> - ITEP Grant \$159,441.00 - Village Share
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ATTACHMENTS: <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: June 7, 2016
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SUMMARY HIGHLIGHTS:

This Agenda Item provides for the updated Local Agency Agreement between the Village of Rantoul and the Illinois Department of Transportation (IDOT) for allocation of costs and funding for the construction of the second phase of the shared use path (0.8 miles) on the west side of the Canadian National Railroad into the downtown area and to Rudzinski Park.

The Village of Rantoul was initially awarded an Illinois Transportation Enhancement Program grant (ITEP) for this second phase of a 10' wide HMA shared use path on April 14, 2014 and received an increase funding allocation on April 22, 2016 as the project now encircles the park area. This agreement provides for the Division of Costs for the anticipated project costs as follows:

\$733,203.00 - Total Anticipated Project Cost
\$573,762.00 - ITEP Grant
 \$159,441.00 - Village Share

The Village's match requirement of twenty percent (\$159,441.00) is to be funded through State Motor Fuel Tax (MFT) dollars. A Local Agency Funding Resolution is now also requested and will be developed before the June 14, 2016 Board Meeting. Five (5) copies of the Local Agency Agreement and of the Resolution are to be submitted to IDOT.

RECOMMENDED ACTION: Authorize the approval of a Local Agency Agreement & a Local Agency Funding Resolution between the Village of Rantoul and the Illinois Department of Transportation (IDOT) for allocation of costs and funding for the construction of the second phase of the shared use path (0.8 miles) with a division of cost as follows: ITEP Grant (\$573,762.00) and a Village share of \$159,441.00.

DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR:
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AGENDA PAGE NUMBER:

Greg Hazel

From: Trygg, Brian K <Brian.Trygg@illinois.gov>
Sent: Monday, June 06, 2016 4:06 PM
To: Greg Hazel
Cc: Greeson, Chris R; Shupe, Cynthia P.
Subject: Joint Agreement C-95-341-14 Section 14-00107-00-BT Rantoul Bike Path
Attachments: BLR 05310C-95-341-14.pdf

Greg

Attached is a copy of the Funding Agreement for the ITEP improvement In Rantoul. I am waiting for final programming reviews, but we believe the agreements will not change. If comments require nominal changes, we will inform you of those.

Please return five original signed agreements of each along with the following exhibits for each joint agreement:

Addenda Number 1 - Location Map

Addenda Number 2 - Local Agency Funding Resolution

Note: copies of Addenda 1 are included with this attachment, and Addenda 2 will need to be addressed.

Brian K. Trygg, PE
IDOT - Region 3/District 5
Acting Local Roads/Land Acquisition Engineer
(217) 466-7252 (Desk Phone)
(217) 251-4858 (Mobile Phone)

Brian.Trygg@illinois.gov
(Address effective May 12, 2006)

Village of Rantoul
Location: Rantoul Downtown Area Bike Path
Section No.: 14-00107-00-BT
Project No.: TE-00D5(114)
Job No.: C-95-341-14
Champaign County

RESOLUTION

DT-00____-07

WHEREAS, the VLLAGE of RANTOUL is attempting to construction a new 10' wide HMA shared use path along various streets in Rantoul extending to Constitution Park and Rudzinski Park which will be approximately 0.8 miles in length.

WHEREAS, the cost of said improvement includes the use of federal funds.

WHEREAS, the federal fund source requires a match of local funds.

NOW THEREFORE, BE IT RESOLVED by the VILLAGE of RANTOUL BOARD that the VILLAGE of RANTOUL authorized one hundred fifty nine thousand four hundred forty-one dollars, (**\$159,441.00,**) or as much may be needed to match federal funds in the completion of this project.

BE IT FURTHER RESOLVED that the Village President and Clerk be and are hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project; and

BE IT FURTHER RESOLVED that the Village Clerk is hereby directed to transmit five (5) certified copies of this resolution to the Illinois Department of Transportation (IDOT) through the Division of Transportation and retain one (1) certified copy at the VILLAGE of RANTOUL.

Enacted and approved this 14th day of June, 2016, at Rantoul, Illinois.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

REFERENCE
INITIAL DRAFT
5-18-16

AGENDA ITEM	PAGE ___ OF ___
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ITEM: Local Agency Agreement with IDOT for the use of ITEP Funds for the Construction Engineering of the west side Bike Path	DEPARTMENT: Public Works
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AGENDA SECTION:	PROJECT AMOUNT: \$826,597.00 - Total Project <u>\$641,362.00</u> - ITEP Grant \$185,235.00 - Village Share
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ATTACHMENTS: () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: May 18, 2016 *
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SUMMARY HIGHLIGHTS:

This Agenda Item provides for the draft Local Agency Agreement between the Village of Rantoul and the Illinois Department of Transportation (IDOT) for allocation of costs and funding for the construction of the second phase of the shared use path (0.8 miles) on the west side of the Canadian National Railroad into the downtown area and to Rudzinski Park.

The Village of Rantoul was initially awarded an Illinois Transportation Enhancement Program grant (ITEP) for this second phase of a 10' wide HMA shared use path on April 14, 2014 and received an increase funding allocation on April 22, 2016 as the project now encircles the park area. This agreement provides for the Division of Costs for the anticipated project costs as follows:

\$826,597.00 - Total Anticipated Project Cost
\$641,362.00 - ITEP Grant
\$185,235.00 - Village Share

The Village's match requirement of twenty percent (\$185,235.00) is to be funded through State Motor Fuel Tax (MFT) dollars.

RECOMMENDED ACTION: Authorize the approval of a Local Agency Agreement between the Village of Rantoul and the Illinois Department of Transportation (IDOT) for allocation of costs and funding for the construction of the second phase of the shared use path (0.8 miles) with a division of cost as follows: ITEP Grant (\$641,362.00) and a Village share of \$185,235.00.

DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR:
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AGENDA PAGE NUMBER:

Rec. 4-29-16
file - Shared Use - phase
2016



Illinois Department of Transportation

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

April 22, 2016

Mr. G. Gregory Hazel, P.E.
Director of Public Works
Village of Rantoul
200 West Grove Avenue
Rantoul, Illinois 61866

Dear Mr. Hazel:

Thank you for your letter requesting an increase in Illinois Transportation Enhancement Program (ITEP) funds for the Village of Rantoul – Downtown Area Bike Path project (ITEP #531007). The Illinois Department of Transportation (IDOT) provided \$505,320 for this project from ITEP in 2014.

As indicated in your letter, the Village of Rantoul is requesting additional funds for this project due to increased costs. IDOT is willing to approve an increase in Construction funds in the amount of \$131,882, and an increase in Construction Engineering funds in the amount of \$4,160 for a total increase of \$136,042 in federal ITEP funds.

Please continue to move forward with this project. You may contact Mr. Brian Trygg, IDOT's District Five Local Roads and Streets Engineer, by telephone at (217) 466-7252, regarding any required changes to agreements and related documents to accommodate this increase.

Any questions related to the ITEP program should be directed to Ms. Christy Davis by telephone at (217) 785-8492, in the Bureau of Programming.

Sincerely,

A handwritten signature in black ink that reads "Roger Driskell".

Roger L. Driskell, P.E.
Director
Office of Planning and Programming



Illinois Department of Transportation

Office of the Secretary
2300 South Dirksen Parkway / Springfield, Illinois / 62764
Telephone 217/782-5597

REFERENCE
2014

April 14, 2014 ✓

Mr. Greg Hazel
Director of Public Works
200 West Grove Avenue
Rantoul, Illinois 61866

Dear Mr. Hazel:

The Illinois Department of Transportation is pleased to inform you that Governor Pat Quinn has approved Illinois Transportation Enhancement Program (ITEP) funding for the village of Rantoul - Downtown Area Bike Path Project, ITEP Project #531007.

The ITEP commitment for this project will not exceed \$505,320, pending a more detailed project review, specifically to determine eligible federal costs. We received 232 project applications requesting over \$260 million. The tremendous interest in this program made it very competitive.

Please contact Mr. Scott Lackey, District Five, Bureau of Local Roads and Streets in Paris, by telephone at (217) 466-7252, in the near future to discuss program requirements and preparation of any agreements and/or contracts. Projects within a Metropolitan Planning Organization (MPO) planning boundary are required to be listed in the local MPO's Transportation Improvement Program (TIP). Sponsoring agencies must coordinate with local MPO's to ensure your project is included in the TIP.

Congratulations on your successful application. If you have any questions, please feel free to visit our ITEP website at www.dot.il.gov/opp/itep.html. You will find a listing of "Frequently Asked Questions," and additional questions can be submitted through the website. You can also contact Ms. Christy Davis, in the department's Bureau of Statewide Program Planning, by telephone at (217) 785-8492. We are looking forward to working jointly with you to improve the quality of life for Illinois citizens through ITEP.

Sincerely,

A handwritten signature in cursive script that reads "Ann L. Schneider".

Ann L. Schneider
Secretary

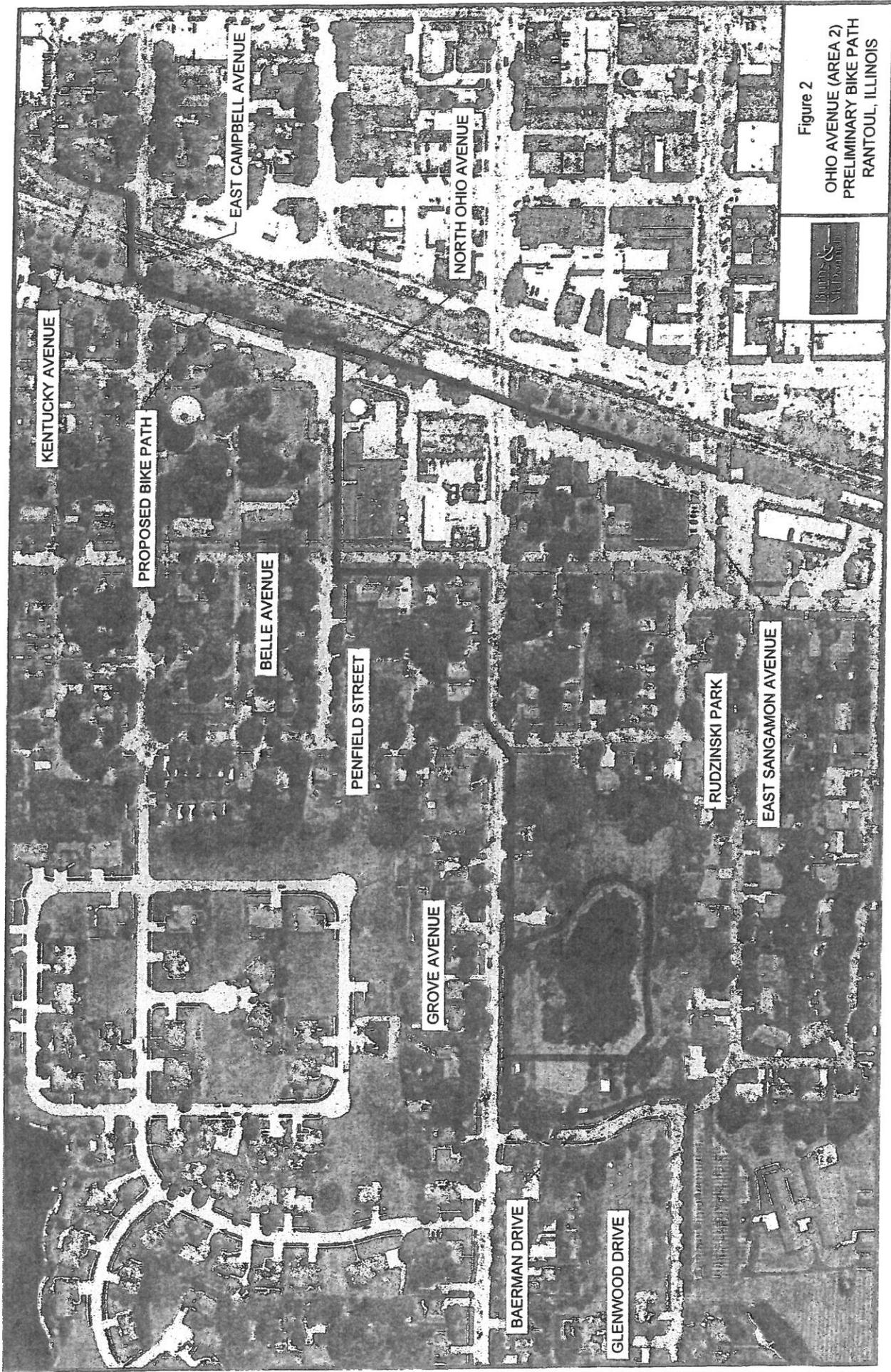


Figure 2

OHIO AVENUE (AREA 2)
 PRELIMINARY BIKE PATH
 RANTOUL, ILLINOIS



 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency Village of Rantoul	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 14-00107-00-BT	Fund Type ITEP	ITEP, SRTS, or HSIP Number(s) 531007		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-341-14	TE-00D5(114)				

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

Location

Local Name Rantoul Downtown Area Bike Path Route Various Length 4150 ft.

Termini Ohio Avenue - Campbell Avenue to Sangamon Avenue; Belle Avenue - Ohio Avenue to Penfield Street; Penfield Street - Belle Avenue to Grove Avenue; Grove Avenue - Penfield Street to Baerman Drive; Baerman Drive - Grove Avenue to Glenwood Drive; Glenwood Drive - Baerman Drive west approx. 200 feet

Current Jurisdiction Village of Rantoul TIP Number NA Existing Structure No NA

Project Description

Construction to provide for a 10-ft wide off-road HMA bike path along various streets in the Village of Rantoul.

Division of Cost

Type of Work	ITEP	%	%	LPA	%	Total
Participating Construction	521,602	(*)	()	130,401	(BAL)	652,003
Non-Participating Construction	()	()	()	16,000	(100)	16,000
Preliminary Engineering	()	()	()	()	()	()
Construction Engineering	52,160	(*)	()	13,040	(BAL)	65,200
Right of Way	()	()	()	()	()	()
Railroads	()	()	()	()	()	()
Utilities	()	()	()	()	()	()
Materials	()	()	()	()	()	()
TOTAL	\$ 573,762	\$	\$	159,441	\$	733,203

*80% ITEP funds NTE \$573,762

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

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

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (**required for State-let contracts only**)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
 METHOD C---LPA's Share BALANCE divided by estimated total cost multiplied by actual progress payment.

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

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA/railroad** agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - 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;
 - The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

-) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

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

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

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

Number 1- Location Map. Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

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

APPROVED

Local Public Agency

Charles Smith

Name of Official (Print or Type Name)

Village President

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

(Signature)

Date

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

DUNS Number 06-086-0350

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

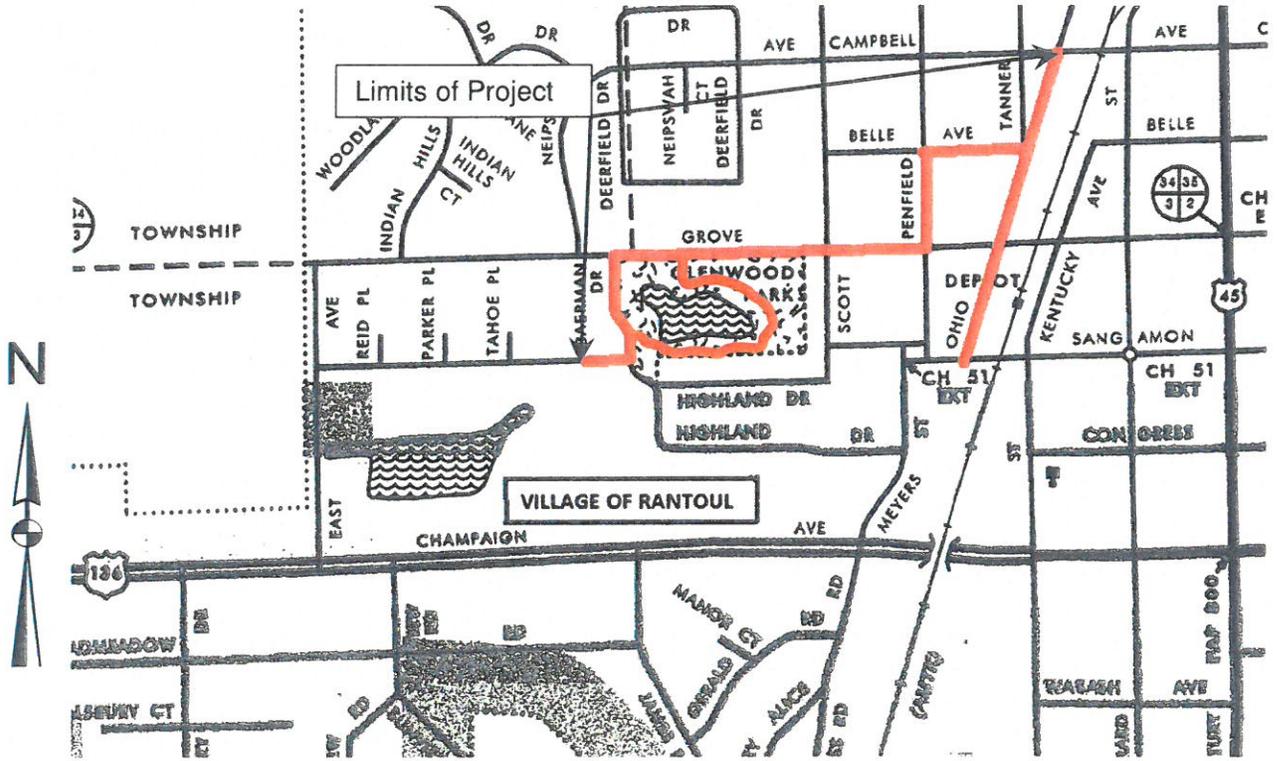
Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

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

Addenda Number 1



Location Map

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

- REFERENCE -
DESIGN ENGR

AGENDA ITEM	PAGE <u> </u> OF <u> </u>
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ITEM: Local Agency Agreement with IDOT for the use of ITEP Funds for the Preliminary Engineering of the west side Bike Path	DEPARTMENT: Public Works
AGENDA SECTION:	PROJECT AMOUNT: \$84,500.00 - Total Preliminary Engineering <u>\$67,600.00</u> - ITEP Grant \$16,900.00 - Village Share
ATTACHMENTS: #2 () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: June 20, 2014
SUMMARY HIGHLIGHTS: This Agenda Item provides for the initial Local Agency Agreement for Federal Participation with the Illinois Department of Transportation (IDOT) for the Village of Rantoul to utilize a portion of the new Illinois Transportation Enhancement Program (ITEP) grant (\$505,320.00 total) for the preliminary design engineering of a new bike path extension (4150' total) on the west side of the Canadian National Railroad into the downtown area and to Rudzinski Park. This agreement provides for the Division of Costs for the Preliminary Engineering as follows: \$84,500.00 - Total Preliminary Engineering <u>\$67,600.00</u> - ITEP Grant \$16,900.00 - Village Share The Village's match requirement of twenty percent (20%) (\$16,900.00) is anticipated to be funded through Motor Fuel Tax (MFT) dollars.	
RECOMMENDED ACTION: Authorize the approval of a Local Agency Agreement for Federal Participation with the Illinois Department of Transportation (IDOT) for the preliminary design engineering of a new bike path extension (4150' total) with a division of cost as follows: ITEP Grant (\$67,600.00) and a Village share of \$16,900.00.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.	VILLAGE ADMINISTRATOR:
AGENDA PAGE NUMBER:	

Local Agency	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant
Village of Rantoul			Burns & McDonnell Engineering
County Champaign			Address 1431 Opus Place
Section 14-00107-00-BT			City Downers Grove
Project No. TE-00D5 (113)			State IL
Job No. P-95-340-14			Zip Code 60515
Contact Name/Phone/E-mail Address Greg Hazel/217-892-6526 g-hazel@village.rantoul.il.us	Contact Name/Phone/E-mail Address Stephen Crede/630-710-8667 screde@burnsmcd.com		

THIS AGREEMENT is made and entered into this _____ day of June, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

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

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

Project Description

Name Rantoul Shared Use Path Route N/A Length 0.8 mi Structure No. N/A

Termini From Glenwood Drive to E Campbell Avenue to the North and Sangamon Avenue to the South

Description: Project will include a 10-foot wide off-road HMA shared use path from Glenwood Drive east to Baerman Drive, north to Grove Street, east to Penfield Street, north to Belle Ave, east to Ohio Ave and north and south along Ohio Ave to Campbell Ave and Sangamon Avenue. This path will be used as a shared use path and will be built on Village owned property within roadway right of way.

Agreement Provisions

I. THE ENGINEER AGREES,

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

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

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

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

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

Cost Plus Fixed Fee
Formulas

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

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

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

Specific Rate (Pay per element)

Lump Sum _____

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

With Retainage

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

Without Retainage

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

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

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

III. It is Mutually Agreed,

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

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

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

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

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



**Resolution for Improvement
Under the Illinois Highway Code**
Resolution No. 9-19-1289



Resolution Type	Resolution Number	Section Number
Original		14-00107-00-BT

BE IT RESOLVED, by the President and Board of Trustees of the Village
Governing Body Type Local Public Agency Type
 of Rantoul Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency
 the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Rantoul Shared Use Path	0.8	Various	Glenwood Drive east	north to Grove Street
				east to Penfield Street
				north to Belle Avenue
				east to Ohio Avenue
			Ohio Avenue	Campbell Avenue
				and Sangamon Avenue

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Construction of a 10-foot wide HMA shared use path along Glenwood Drive, Baerman Drive, Grove Street, Penfield Street, Belle Avenue & Ohio Avenue.

2. That there is hereby appropriated the sum of Two hundred Nine Thousand Six Hundred Sixty-One Dollars and Twenty Cents Dollars (\$209,661.20) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Michael Graham Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type

of Rantoul in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Rantoul at a meeting held on September 10, 2019
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____
Day Month, Year



Illinois Department
of Transportation

(SEAL)

Resolution for Improvement Under the Illinois Highway Code



Clerk Signature

Date

--

--

Approved

Regional Engineer

Department of Transportation

Date

--

--



Final Report of Expenditures



Local Public Agency Village of Rantoul	County Champaign	Section Number 14-00107-00-BT
Contractor Cross Construction, Inc.	Award Date 08/15/16	Award Amount \$709,934.00

Financial Statement						
Total Funds Received		Expenditures				Surplus/Deficit
Source	Amount	Construction	Engineering	Right of Way		
ITEP	\$641,162.00	\$521,602.00	\$113,971.04			\$5,588.96 -
LPA - MFT ✓	\$209,661.20 ✓	\$181,168.44 ✓	\$28,492.76 ✓			\$0.00 -
Local	\$18,000.00	\$13,523.72				\$4,476.28 -
						-
						-
						-
						-
Total Funds Received	\$868,823.20					
	Total Expenditures:	\$716,294.16	\$142,463.80			
Add					Project Total	\$858,757.96

Remarks
Please release any surplus funding back to their appropriate sources.

The improvement was constructed in accordance with the plans approved by the Department on 05/23/16
Date
Final inspection of the designated work was made by the Department on 06/16/17
Date and it was found to be completed substantially in accordance with the requirements of the plans, specifications and contract. The financial statement is in accordance with department records.
This improvement shall henceforth be maintained by: Village of Rantoul
Public Agency

Prepared By Matthew Dunlop Date 08/02/19
Title of Preparer Resident Engineer

Submitted: Local Public Agency Signature _____ Date _____ Approved: Regional Engineer, DOT _____ Date _____
Title _____



Request for Expenditure/Authorization of Motor Fuel Tax Funds



Local Public Agency Rantoul	Type Village	County Champaign	Section Number 14-00107-00-BT
--------------------------------	-----------------	---------------------	----------------------------------

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below:

Purpose	Amount
County Engineer/Superintendent Salary & Expenses	
Contract Construction	\$181,168.44
Day Labor Construction	
Engineering	\$28,492.76
Engineering Investigations	
IMRF/Social Security	
Maintenance	
Maintenance Engineering	
Obligation Retirement	
Other	
Right-of-Way (Itemized on 2nd page)	
TOTAL	\$209,661.20

Comments

The Village of Rantoul used ITEP funding to complete a downtown area bike path which connects an existing bike path and the downtown in 2014. It was the Village's intent to use MFT funds to cover the local match portion of the project, however, the paperwork requesting to authorize that amount never got submitted IDOT.

Local Public Agency Official	Date

Title
Assistant Director of Public Works

Approved

Regional Engineer Department of Transportation	Date

Department of Transportation Use

Entered By	Date

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
--------------------	-----------------------------------

ITEM: Purchase a vacuum circuit breaker for the Industrial Substation	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: \$19,484.00 - Total <div style="text-align: right; padding-right: 20px;">\$18,984.00 - Breaker & Relay</div> <div style="text-align: right; padding-right: 20px;">\$500.00 - Contingency</div>
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: August 20, 2019
SUMMARY HIGHLIGHTS:	
<p>This Agenda Item provides for the purchase, replacement, and installation of a new vacuum circuit breaker at the Industrial Substation located west of Jeldwen. This project provides for the conversion of Circuit #402 (serves Jeldwen) to the new style vacuum breaker and will complete the systematic upgrade of the protection equipment in this substation.</p> <p>For the previous substation breaker replacements, the Village has utilized a combination of a 1200 amp 15kv SDV7-SE Siemens vacuum circuit breaker with an ABB DPU-2000R relay (which senses any fault current and causes the breaker to open / close). ABB no longer offers this type of relay, so the Schweitzer (SEL-751A) has been selected for this project, and for future substation relaying needs.</p> <p>Based on previous project advertisements, vendor pricing and equipment compatibility, Public Works is requesting waving of the formal bidding process and the acceptance of the proposal through Anixter in the amount of \$18,984.00. A contingency fund of \$500.00 is requested to address any unforeseen programing needs of the relay and/or minor material needs to complete the installation.</p> <p>This purchase is included in the FY20 Budget.</p>	
RECOMMENDED ACTION: Authorize the purchase of a 1200amp 15kv SDV7-SE Siemens vacuum circuit breakers with SEL-751A relay through Anixter in the amount of \$18,984.00 and a contingency fund of \$500.00 to address any unforeseen programing needs of the relay and/or minor material needs to complete the installation.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	



1100 Old State Road
 PO Box 729
 Mattoon, IL 61938

SIEMENS BREAKER

Phone: 217.235.0546
 Fax: 217.235.0024

www.anixterpowersolutions.com

Quotation: U00592080.01

To: **RANTOUL LIGHT & POWER DEPT**
729 COOK STREET
RANTOUL, IL 61866

Attn: **RANDY ETHERIDGE**

Phone:

Fax:

Issued Date: **Aug 12, 2019**
 Expiration Date: **Sep 11, 2019**

Sales Contact: **Susie Titus**
(P) 217.258.0940
(F) 217.235.0024
susie.titus@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		SIEMENS BREAKER #SDV7-SE 15.5-20-1200 15KV OUTDOOR VACUUM CIRCUIT BREAKER (751A RELAY OPTIONS ATTACHED AS WELL) DEL: 20 WEEKS	1	18,984.000	EA	18,984.00

SECTION TOTAL: \$18,984.00

QUOTE TOTAL: \$18,984.00

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

For the latest terms & conditions please visit: <https://www.anixterpowersolutions.com/site/legal/purchase-terms.html>

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.



SIEMENS

Ingenuity for life

Distribution circuit breakers

SDV7 non-arc-resistant SDV7-AR arc-resistant 15.5 kV, 27.6 kV and 38 kV

Type SDV7 distribution circuit breaker family includes:

- Type SDV7-SE: type SDV7 non-arc-resistant with stored-energy operator
- Type SDV7-MA: type SDV7 non-arc-resistant with magnetic-actuator operator
- Type SDV7-SE-AR: type SDV7-AR arc-resistant with stored-energy operator
- Type SDV7-MA-AR: type SDV7-AR arc-resistant with magnetic-actuator operator.

Type SDV7 enclosure types offered:

- Standard: non-arc-resistant enclosure
- Optional: arc-resistant, accessibility type 2B, tested to ANSI/IEEE C37.20.7.

Stored-energy operator features:

- Time-proven type 3AH3 operator derived from operators introduced in 1977 (over 120,000 produced)
- Common operator for all ratings
- Design tested to ANSI/IEEE C37.09.

Magnetic-actuator operator features:

- Design adapted from type 3AH3 stored-energy operator configuration
- High-voltage compartment configuration identical to stored energy version
- Design tested to ANSI/IEEE C37.09
- Built-in fast discharge circuit for electronic controller power capacitors
- Manual opening handle requires very modest force for operation
- Electronic controller life estimated at 30 years.

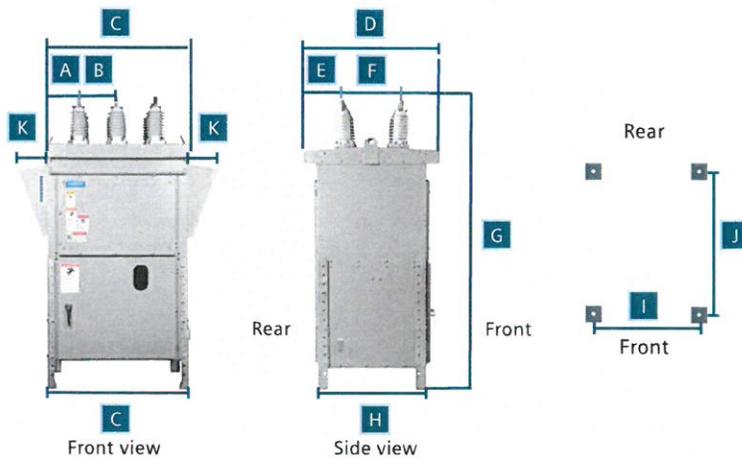
Other features and benefits include:

- Extended capacitor switching (optional)
- Tested for out-of-phase switching ratings (ANSI/IEEE C37.09)
- Large relay and control compartment
- Stainless steel exterior hardware
- Porcelain dry-type bushings with extended creep
- Highly reliable vacuum interrupters - MTTF over 53,000 years
- Pair with Siemens protective relays to match any typical application
- Moderate and high seismic qualification (Zones 1-4) available
- Meets or exceeds the latest ANSI, IEEE and NEMA standards
- ANSI/IEEE "rain tested" enclosure (ANSI/IEEE C37.20.2).



Technical ratings										
Circuit breaker type SDV7	Rated maximum voltage	Rated withstand voltages		Rated short-circuit and short-time current	Rated interrupting time ¹	Rated continuous current	Rated transient recovery voltage ²		Rated permissible tripping delay time Y	Rated closing and latching current
		Lightning impulse (BIL)	Power frequency				u_c TRV peak value	t_2 time to voltage u_c		
	kV, rms	kV ³	kV	kA, rms	ms/cycles	A, rms	kV	μ s	sec	kA, peak
15.5-20	15.5	110/142	50	20	50/3	1,200, 2,000	29.2	32	2	52
15.5-25	15.5	110/142	50	25	50/3	1,200, 2,000	29.2	32	2	65
15.5-31.5 ⁴	15.5	110/142	50	31.5	50/3	1,200, 2,000, 3,000	29.2	32	2	82
15.5-40 ⁴	15.5	110/142	50	40	50/3	1,200, 2,000, 3,000	29.2	32	2	104
27.6-20	27.6	150/194	60	20	50/3	1,200, 2,000	52.1	45	2	52
27.6-25	27.6	150/194	60	25	50/3	1,200, 2,000	52.1	45	2	65
38.0-20 ⁴	38.0	200/258	80	20	50/3	1,200, 2,000	71.7	59	2	52
38.0-25 ⁴	38.0	200/258	80	25	50/3	1,200, 2,000	71.7	59	2	65
38.0-31.5 ⁴	38.0	200/258	80	31.5	50/3	1,200, 2,000, 2,500	71.7	59	2	82
38.0-40 ⁴	38.0	200/258	80	40	50/3	1,200, 2,000, 2,500	71.7	59	2	104

Dimensions in inches (mm)												
Rating	A	B	C	D	E	F	G	H	I	J	K ⁵	
15.5 kV, 1,200 A-2,000 A	10.7 (272)	13.0 (330)	47.1 (1,197)	44.5 (1,130)	12.4 (315)	19.8 (503)	92.0-116.0 (2,337)-(2,945)	36.1 (918)	31.3 (794)	42.7 (1,084)	10.3 (260)	
15.5 kV, 3,000 A	12.3 (312)	16.0 (406)	56.5 (1,435)	52.8 (1,340)	15.9 (403)	21.0 (534)	96.0-120.0 (2,438)-(3,048)	44.2 (1,123)	39.4 (1,001)	52.0 (1,321)	11.4 (290)	
27.6 kV, 1,200 A-2,000 A	12.3 (312)	16.0 (406)	56.5 (1,435)	49.8 (1,265)	14.4 (366)	21.2 (538)	96.0-120.0 (2,438)-(3,048)	44.2 (1,123)	39.4 (1,001)	52.0 (1,321)	11.4 (290)	
38.0 kV, 1,200 A, 2,000 A, 2, 500 A	13.4 (340)	19.5 (495)	67.8 (1,723)	63.0 (1,600)	20.4 (518)	22.2 (563)	120.5-144.5 (3,060)-(3,670)	55.6 (1,413)	50.9 (1,294)	63.1 (1,604)	16.7 (424)	



Footnotes:

- ¹ 83 ms/five-cycle optional for stored-energy operator.
- ² TRV values are in accordance with ANSI/IEEE C37.06-2009 TRV peak value u_c roughly equal to historic E_2 value in ANSI/IEEE C37.06-2000. Value t_2 , time to voltage u_c is approximately 1/1.138 times T_2 value in ANSI/IEEE C37.06-2000.
- ³ First value is full-wave impulse withstand circuit breaker open or closed. Second value is chopped-wave impulse withstand, applicable only with circuit breaker closed.
- ⁴ Magnetic-actuator availability to be announced for these ratings. Consult factory.
- ⁵ Arc-resistant only.

Published by Siemens Industry, Inc. 2016.

Siemens Industry
7000 Siemens Road
Wendell, North Carolina 27591

For more information, please contact our Customer Support Center.
Phone: +1 (800) 347-6659

www.usa.siemens.com/sdv7

Article No. EMMS-T40008-01-4A00

Printed in U.S.A.

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Subject to changes and errors. The information given in this document only contains general descriptions and/or performance features which may not always specifically reflect those described, or which may undergo modification in the course of further development of the products. The requested performance features are binding only when they are expressly agreed upon in the concluded contract.



Detailed Scope of Supply – Item 1

ITEM 1: SDV7-SE 15.5-25-1200	
Customer Name	Anixter
Project Name	Village of Rantoul, Illinois – 15 kV Outdoor Vacuum Circuit Breaker
Siemens Proposal ID#	SF191421079
Customer Item Designation	SDV7-SE 15.5-25-1200
System	
Rated Voltage	15.5kV
Rated Current	1200 A (ANSI)
Frequency	60Hz
Breaker Rating Basis	20kA
Rated Closing and Latching Current	52 peak kA
Lightning Impulse Withstand Voltage (BIL)	110 kV
Enclosure	
Cabinet material	Carbon Steel
Roof material	Carbon Steel
Internal Ground bar	One ground bar required
Exterior Paint	ANSI 61
Control Panel	Relay Panel
ARC Vented	Optional – See Item 2 of this Proposal for Pricing & Details
Connections	
Stud Connector	Not provided
Ground Connector	Not provided
Control Terminal Blocks	General Electric
Shorting Terminal blocks	General Electric
Wiring Lug	Insulated Ring Tongue / Panduit
Heaters	
Heater Application	Heater 240 V, 600 W
Controls	
Release Combinations	1. Spring Trip Coil -----
Control voltage - spring motor	AC 120 V
Control voltage - close coil	AC 120 V
Control voltage - trip coil	DC 125 V (3.5 cycle)
Auxiliary Switch, Plug Connector	12NO_12NC – Providing Seven 52a and Six 52b Fixed Spare Contacts
Control Disconnect	Disconnect Fuse 3KN 3FU

Confidential Information

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SF191421079



Detailed Scope of Supply – Item 1 (Continued)

ITEM 1: SDV7-SE 15.5-25-1200				
Specials				
SDV7 Breaker Certified Test Report		Required		
Hand Crank for Manual Charging of Spring		Required		
Witness Testing		Optional		
Emergency Trip		External Pull to Trip w/Red Knob and Manually Reset 69 Switch		
Touch Up Paint		Required		
Accessories				
Qty	Description			
1	Gray Color Touch Up Paint (12 oz)			
1	Hand Crank for Manual Charging of VCB Closing Spring			
Circuit Breaker – Primary Component – Operating Mechanism				
Type	Current Rating	MVA/KA Rating	Trip Coil	Close & Latch Rating
SDV7-SE w/ 3AH35-SE Mechanism	1200A	20kA	1x Spring Trip Coil	52 peak kA
Current Transformers				
Type	Ratio			Qty
1200:5 (C200) Accuracy Multi-Ratio Bushing Current Transformers, 1-3-5 X	1200:5A			3
Bill of Material – Secondary Components				
Qty	Part Number	Catalog	Description	
1	77860000078	751A61ACACA72851811	FEEDER PROTECTION, SEL-751A	

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Technical Clarifications / Deviations / Exceptions:

Ref Item #	Section	Page #	Clarification	Deviation	Exception	Comment
N/A	N/A	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The proposed circuit breaker will be equipped identically to the circuit breaker provided on Siemens Sales Order 3006572989-100, except that the requested DPU2000R relay, 587R0412-61111, is obsolete as of December 31, 2018. This proposal includes a 751A relay manufactured by Schweitzer Engineering Laboratories.

**Siemens Industry, Inc.
Standard Terms and Conditions of Sale for Products and Services
January 1, 2015 (Rev. 1)**

This proposal is quoted using Siemens Industry Inc. Standard Terms and Conditions of Sale for Products and Services. The terms and conditions can be reviewed in their entirety by following the link below:

www.usa.siemens.com/mvterms

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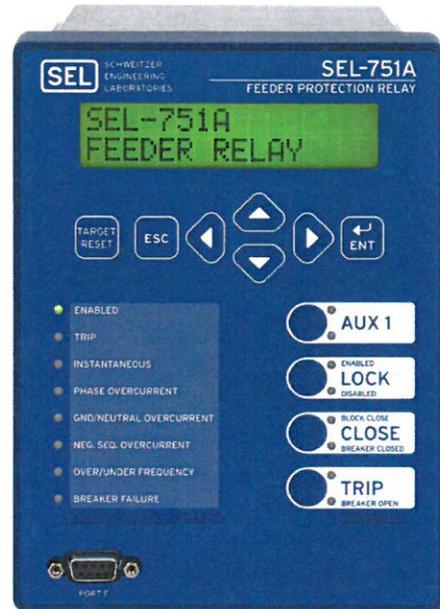


SEL-751A Feeder Protection Relay

Major Features and Benefits

The SEL-751A Feeder Protection Relay provides an exceptional combination of protection, monitoring, control, and communication in an industrial package.

- ▶ **Standard Protection Features.** Protect lines and equipment with phase, negative-sequence, residual-ground, and neutral-ground overcurrent elements. Implement load shedding and other control schemes with current-based over- and underfrequency and breaker failure protection for one three-pole breaker.
- ▶ **Optional Arc-Flash Protection.** Use the SEL-751A with optional four-channel fiber-optic arc-flash detector inputs and protection elements. Settable arc-flash phase and neutral overcurrent elements combined with arc-flash light detection elements provide secure, reliable, and fast acting arc-flash event protection.
- ▶ **Optional Protection Features.** Use the SEL-751A with one of the voltage input options to provide over- and underfrequency, rate-of-change of frequency, fast rate-of-change of frequency (for Aurora vulnerability mitigation), measured residual current input CT, over- and undervoltage, synchronism-check, dc station battery monitor, arc-flash, power elements, and demand metering elements.
- ▶ **Operator Controls and Reclosing.** Easy tripping and closing of the breaker with four programmable front-panel pushbuttons. Implement remote and local control functions, and selectively reclose with synchronism and voltage checks (optional).
- ▶ **Relay and Logic Settings Software.** ACSELERATOR QuickSet[®] SEL-5030 Software reduces engineering costs for relay settings and logic programming. Tools in QuickSet make it easy to develop SELOGIC[®] control equations.
- ▶ **Metering and Monitoring.** Use built-in metering functions to eliminate separately mounted metering devices. Analyze Sequential Events Recorder (SER) reports and oscillographic event reports for rapid commissioning, testing, and post-fault diagnostics. Unsolicited SER protocol allows station-wide collection of binary SER messages. The arc-flash detection option provides light metering and event reports for commissioning and arc-flash event capture for analysis.
- ▶ **Wye or Delta Voltage Inputs.** Optional voltage inputs allow for either wye-connected, open-delta-connected, or single voltage inputs to the relay.
- ▶ **Additional Standard Features.** The SEL-751A also includes Modbus RTU, Event Messenger support, MIRRORING BITS[®] communications, load profile, breaker wear monitoring, support for 12 external RTDs (SEL-2600), IRIG-B input, advanced SELOGIC, and IEEE C37.118-compliant synchrophasor protocol (supported on serial ports only).
- ▶ **Optional Features.** Select from a wide offering of optional features, including IEC 61850, DNP3 serial and LAN/WAN, Modbus TCP/IP, Simple Network Time Protocol (SNTP), 10 internal RTDs, expanded digital/analog I/O, voltage inputs, arc-flash fiber-optic inputs, additional EIA-232 or EIA-485 communication ports, fiber-optic serial port, single or dual, copper-wire or fiber-optic Ethernet ports, and configurable labels.



Functional Overview

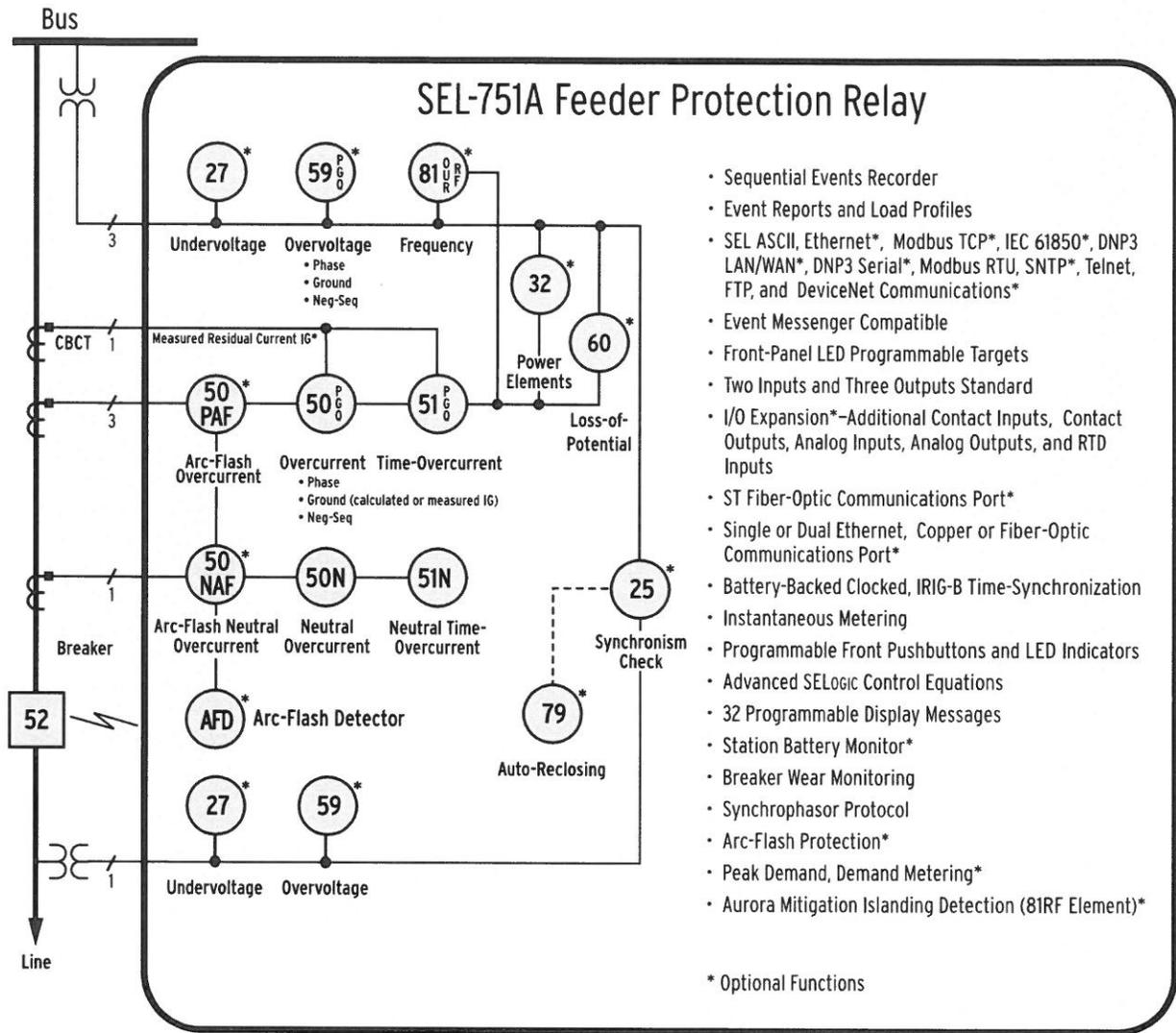


Figure 1 Functional Diagram

SEL-751A Feeder Protection Relay

Configuration Summary

Part Number	751A61ACACA72851811	Map
Key Code	0531	

Selected Options

Firmware/User Interface	Standard Firmware plus Reclosing with Configurable Labels
SELECT Power Supply with I/O Option Slot A	Power Supply 110–250 Vdc, 110–240 Vac, 50/60 Hz (SELECT PSIO / 2 DI / 3 DO): 125 Vdc/Vac Digital Input
SELECT Processor Board Option Slot B	Processor Board (SELECT CPU/COM): Slot B Options Include EIA-232 Front, IRIG-B, Fiber Optic Serial Multimode ST, SEL ASCII, Compressed ASCII, Fast Meter, Fast Operate, Fast Message, MIRRORED BITS, and Modbus RTU
SELECT Ethernet/Rear Serial Options Slot B	Ethernet/Rear Serial Options: Dual 100Base-FX MM LC Ethernet, EIA-232 Rear
SELECT Protocols Slot B	Protocols: Standard plus IEC 61850 (requires Ethernet)
SELECT I/O Card Option Slot C	4 Digital Input / 4 Digital Output (SELECT 4 DI / 4 DO): 125 Vdc/Vac DI, Fast High-Current Interrupting DO
SELECT I/O Card Option Slot D	4 Digital Input / 4 Digital Output (SELECT 4 DI / 4 DO): 125 Vdc/Vac DI, Fast High-Current Interrupting DO
SELECT I/O Card Option Slot E	3-Phase AC Voltage, Vsync, Vbat Input (SELECT 5 AVI): 300 Vac Maximum with Monitoring Package
SELECT I/O Card Option Slot Z	4 AC Current Input (SELECT 4 ACI): 5 A Phase, 5 A Neutral

Conformal Coat Conformally Coated Circuit Boards

Related Parts

These accessories have full, independent part numbers and are not installed at the SEL factory. Accessories are packaged and shipped separately. Use these part numbers to order accessories separately for installation.

All Related Parts

Quantity	Description	Part Number
<input type="text" value="0"/>	SEL-751A Printed Manual ?	PM751A-01
<input type="text" value="0"/>	SEL-751A Getting Started Kit ?	915900357
Rear Panel Accessories		
<input type="text" value="0"/>	Rear Panel for Selected MOT Configuration	9777L505

SEL Cables

SEL-C234 EIA-232 Serial Cable ?

CONFIGURE

SEL-C272 EIA-232 Serial Cable ?

CONFIGURE

SEL-C804 Multimode Fiber-Optic Arc-Flash Detection (AFD) Sensors ?

CONFIGURE

SEL-C805 200 μ m Multimode Fiber-Optic Cable ?

CONFIGURE

SEL-C807 62.5/200 μ m Multimode Fiber-Optic Cable ?

CONFIGURE

SEL-C808 62.5/125 μ m Multimode Fiber-Optic Cable ?

CONFIGURE

SEL-C814 Arc-Flash Detection (AFD) Fiber Cables and Accessories (configurable length and number of splices) ?

CONFIGURE

Category 5e Ethernet Cable ?

CONFIGURE

Drawings

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
--------------------	-----------------------------------

ITEM: Service & Upgrade Prospect Substation Relay Protection – BHMG	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: \$45,200.00
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: August 21, 2019
<p>SUMMARY HIGHLIGHTS:</p> <p>This Agenda Item provides for upgrading the protective relays of Circuit #802 & #805 and servicing the remaining circuit breakers in the Prospect Substation. This substation is located west of Eagle Wings Inc. (EWI) and serves a number of the Village’s industrial customers.</p> <p>The existing ABB DPU-2000R relays (which senses any fault current and causes the breaker to open / close) are no longer offered, so the Schweitzer (SEL-751A) has been selected for this project upgrade. The SEP-751A will simplify the communication requirements with the Village’s Supervisor Control and Data Acquisition (SCADA) system, which offers remote viewing and operation of the electric substation equipment.</p> <p>The Village secured two (2) proposals for this work and BHMG provided the most comprehensive proposal at the lowest cost in the amount of \$45,200.00.</p> <p>This work is included in the FY20 Budget.</p>	
<p>RECOMMENDED ACTION: Authorize the approval of an agreement with BHMG in the amount of \$45,200.00 for upgrading the Prospect Substation relay protection and servicing the remaining circuit breakers.</p>	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	



August 9, 2019

Mr. Randy Etheridge
Electric Systems Foreman
Village of Rantoul
200 West Grove Avenue
Rantoul, IL 61866

REF: Relay Upgrade on Pork Plant Feeder Circuits

Dear Mr. Etheridge,

The Pork Plant Feeder Circuits have ABB DPU-2000R and mechanical protective relays; both are old technology and need upgraded to current-design protective relays. BHMG Service Corp. offers to replace the distribution protection relays on both circuits with SEL 751 relays.

Two replacement assemblies are proposed. Each assembly will consist of a door plate containing an SEL 751 relay, associated ABB test switches, a Satec PM172 panel meter for monitoring circuit conditions, an Electroschick circuit breaker control switch capable of providing "walk away" time delay for short circuit personnel arc flash protection, a replacement switch for selecting either the upper or lower feeder breaker, and a replacement switch for disabling neutral ground fault protection. As the proposed Electroschick breaker control switch has small indicators on the faceplate for open and close, we have included LED indicating lights above the switch for better visibility. Our proposal also includes adding the same Electroschick circuit breaker control switch and two LED indicators to the auxiliary breaker cubicle on each of the two sections. While completing the upgrade we will also clean and lubricate the four breakers and the spare.

Our proposed price for the above scope of work is \$45,200.00 with an approximate 8-12 week lead time. Electroschick currently has the longest delivery time of all material.

BHMG Service Corp. appreciates the opportunity to propose on this replacement relay work. If you have any questions or need clarification on any item, please give us a call at your convenience.

Yours truly,
BHMG Engineers

A handwritten signature in black ink, appearing to read "Lincoln Duncan", is written over a faint, larger version of the signature.

Lincoln Duncan, P.E.
Principal

PROPOSAL TABULATION

PROJECT: Prospect Substation Relay Protection

OWNER: Village of Rantoul

By: Public Works Department – Electric Division

Vendor	Proposal Pricing		
BHMG 630 Jeffco Boulevard Arnold, Missouri 63010 (636) 296-8600	\$45,200.00		
EDLER Power Services 205 Evergreen Drive Lena, Illinois 61048 (815) 599-1300	\$48,856.00		

AGREEMENT FOR SALE OF REAL ESTATE

BY AND BETWEEN THE

**VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS,
AS SELLER**

AND

**718 REAL ESTATE, LLC,
AS BUYER**

DATED AS OF SEPTEMBER 1, 2019

This Instrument was prepared by:

**Kenneth N. Beth
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, IL 61820**

AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT FOR SALE OF REAL ESTATE, including Exhibit A, which is attached hereto and made a part hereof (collectively, this “**Agreement**”), is dated for reference purposes only as of September 1, 2019, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation, as Seller (“**Seller**”) and 718 Real Estate, LLC, an Illinois limited liability company, as Buyer (“**Buyer**”). For the purposes of this Agreement, the term “**Parties**” is sometimes used to refer to and identify both Seller and Buyer collectively. This Agreement shall become effective upon the date of its actual execution by the last of the Parties hereto as set forth on the signature page hereof (the “**Effective Date**”).

RECITALS

NOW, THEREFORE, for and in consideration of the mutual covenants and agreement contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I SALE AND PURCHASE

Section 1.1. Real Estate Description. Seller agrees to sell and Buyer agrees to purchase the real estate commonly known as 720 Cook Street, Rantoul, Illinois, which is more particularly depicted as Lot 10 on the plat attached hereto and made a part hereof as Exhibit A (the “**Real Estate**”), together with all improvements and appurtenances thereon, (the Real Estate and any such improvements being, collectively, the “**Premises**”), upon the terms and conditions set forth in this Agreement.

Section 1.2. Purchase Price. Buyer agrees to pay to Seller \$100.00 as the total price for the Premises. Such purchase price, adjusted by prorations and credits allowed the Parties by this Agreement, shall be paid to Seller at closing in cash, by cashier’s check, by check issued by a lending institution, or other form of payment acceptable to Seller.

Section 1.3. Condition of Premises.

Buyer acknowledges having inspected the Premises, being acquainted with the condition thereof and accepts the Premises in its “**AS-IS**”, “**WHERE-IS**” condition without any representation or warranty by Seller concerning such condition and without any obligation on the part of Seller to make any alterations, repairs, replacements or other improvements, except as provided in this Section below.

It is mutually acknowledged that that certain Quit Claim Deed dated _____, _____, (the “**Air Force Deed**”) from the United States of America; acting by and through the Secretary of the Air Force, to the Village of Rantoul, a copy of which has been made available to Buyer, contains covenants pursuant to Section 120(h)(3)(A) and (B) of CERCLA (42 U.S.C. §9620 (h)(3)(A) and (B)) under and by which the United States of America, acting by and through the Secretary of the Air Force, warrants:

1. All remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to Section 120(h)(3)(A)(i)(I) of CERCLA remaining on the Property has been taken before the date of this Air Force Deed; and
2. Subject to Section 120(h)(3)(B), any additional remedial action found to be necessary after the date of this Deed shall be conducted by the Grantor.

Seller warrants that it is not a potentially responsible party as a result of any act or omission of the Seller affecting the Premises either before or after the delivery to the Seller by the Air Force of the Air Force Deed. The representations and warranties contained in this Section 1.3 shall survive the Closing

Section 1.4. Possession and Closing. Seller shall deliver possession of the Premises to Buyer at the time of the closing of this transaction (the “**Closing**”) which shall occur within 30 days after the Effective Date of this Agreement above, or such later date as may be mutually agreed to by the parties (the “**Closing Date**”), at the office of Seller.

ARTICLE II

TITLE MATTERS

Section 2.1. Evidence of Title. Within a reasonable time after the Effective Date of this Agreement, Seller shall deliver to Buyer a Commitment for Title Insurance issued by a title company doing business in Champaign County, Illinois, committing the company to issue a title policy in the usual form insuring title to the Premises in the name of Buyer for the amount of the purchase price. The cost of providing any such title insurance shall be borne by Buyer.

Section 2.2. Exceptions to Title.

(a) Permissible exceptions to title shall include only the lien of general taxes and special assessments, if any; zoning laws and building codes and ordinance; easements (apparent or of record) which do not underlie any buildings; and covenants and restrictions of record which are not violated by the existing improvements or the present uses of the Premises and which do not restrict reasonable use of the Premises, including, but not limited to, all applicable covenants and restrictions contained in the Air Force Deed.

(b) If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by paying the amount due at or prior to the Closing. If Seller is unable to cure any such exception, then Buyer shall have the option to terminate this Agreement in which event Buyer shall be entitled to a refund of the earnest money paid pursuant to Section 1.2(a) of this Agreement.

Section 2.3. Special Warranty Deed. Prior to the Closing, Seller or Seller’s attorney shall prepare and Seller shall execute a recordable Special Warranty Deed sufficient to convey the Real Estate to Buyer or its nominee, in fee simple absolute, subject only to exceptions permitted

herein. Such Special Warranty Deed shall be delivered to Buyer at the Closing of this transaction upon compliance with the terms of this Agreement.

Section 2.4. Taxes, Assessments and Notices. Real estate taxes, if any, apportioned through the date of possession shall be Seller's expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. Transfer tax, if any, and all special assessments which are a lien upon the Real Estate as of the Effective Date of this Agreement shall be Seller's expense. All such taxes and special assessments shall constitute a credit to Buyer against the purchase price and shall release Seller from any further liability to Buyer in connection therewith.

Seller expressly warrants that Seller has issued no notice of a current building code or other ordinance violation in connection with the Premises and that there is pending no rezoning, reassessment or special assessment proceeding affecting the Premises.

ARTICLE III **REPRESENTATIONS AND OTHER OBLIGATIONS**

Section 3.1. Authority. Each of the Parties represents and warrants, as of the date of execution of this Agreement and as of the Closing (i) that it or they have legal right, power and authority to execute and fully perform its or their obligations under this Agreement and (ii) that the persons executing this Agreement and other related documents required hereunder are authorized to do so. The representations and warranties given by each of the Parties in this Section 3.1 shall survive the Closing.

Section 3.2. Casualty and Condemnation. If, prior to the Closing, all or any portion of the Premises is damaged by fire or other natural casualty (collectively "**Damage**"), or is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings, then Buyer, at its sole option, may elect to terminate this Agreement by written notice to Seller.

ARTICLE IV **DEFAULT**

Section 4.1. Default. The failure of either of the Parties to timely perform any obligation or condition contained in this Agreement shall constitute a "**Default**" under this Agreement.

Section 4.2. Remedies. Upon the occurrence of a Default, the party claiming the Default (the "**Non-Defaulting Party**") may serve written notice of the Default upon the other party (the "**Defaulting Party**"), and if such Default is not corrected within ten (10) calendar days of the date of such notice, the Non-Defaulting Party may take one or more of the following actions: elect to treat this Agreement as cancelled and of no further force and effect; maintain a claim for monetary damages for breach of contract; maintain an action for specific performance; or maintain any other or different action or combination thereof as allowed by law.

Section 4.3. Non-Exclusive Remedies. The remedies set forth in Section 4.2 above in the event of a Default are not intended to be exclusive and the Parties shall have the right to all other lawful remedies, including specific performance.

Section 4.4. Costs or Expenses and Fees. If the Non-Defaulting Party prevails in any litigation to enforce any provision of this Agreement, the Defaulting Party shall pay all of the Non-Defaulting Party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party's obligations under this Agreement.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Entire Agreement and Amendments. This Agreement (together with Exhibit A, inclusive, which is attached hereto and made a part hereof) is the entire agreement between Seller and Buyer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, and may not be modified or amended except by a written instrument executed by both of the Parties.

Section 5.2. Construction. The captions and headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

Section 5.3. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either of the Parties, nor shall any provision give any third parties any rights of subrogation or action over or against either of the Parties. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 5.4. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Section 5.5. Time of the Essence. Time is of the essence of this Agreement; including, without limitation, all time deadlines for satisfying conditions and the Closing on or before the Closing Date.

Section 5.6. Waiver. Each of the Parties to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 5.7. Notices and Communications. All notices, demands, requests or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, (b) personally delivered, or (c) sent by a nationally recognized overnight courier, delivery charge prepaid, in each case, to Seller and Buyer

at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (i) In the case of Seller, to:
Village of Rantoul, Illinois
333 South Tanner Street
Rantoul, IL 61866
Attn: Airport Manager
Tel: (217) 892-6896

- (ii) In the case of Buyer, to:
718 Real Estate, LLC
1510 Golfview Road
Rantoul, IL 61866
Attn: A. J. Buck LLC, Manager
Tel: (____) ____-____

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 5.8. Assignment. Neither of the Parties shall sell, assign or otherwise transfer any of their rights and obligations under this Agreement to any other party.

Section 5.9. Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respectively authorized successors, assigns and legal representatives.

Section 5.10. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either Seller or Buyer shall be construed by either Seller or Buyer or any third party to create the relationship of a partnership, agency, or joint venture between or among Seller and Buyer.

Section 5.11. Illinois Law; Venue. This Agreement shall be construed and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by either of the Parties to enforce any of the provisions of this Agreement, the venue for any such action or proceeding shall be in Champaign County, Illinois.

Section 5.12. Construction of Agreement. This Agreement has been jointly negotiated by the Parties and shall not be construed against either one of them because that party may have primarily assumed responsibility for preparation of this Agreement.

IN WITNESS WHEREOF, Buyer has caused this Agreement to be executed by him individually and the Seller has caused this Agreement to be executed by its duly authorized Mayor and Village Clerk, as of each of the dates set forth below.

**VILLAGE OF RANTOUL, CHAMPAIGN COUNTY,
ILLINOIS, AS SELLER**

By: _____
Village President

ATTEST:

By: _____
Village Clerk

Date: _____

718 REAL ESTATE, LLC, AS BUYER

By: _____

By: _____

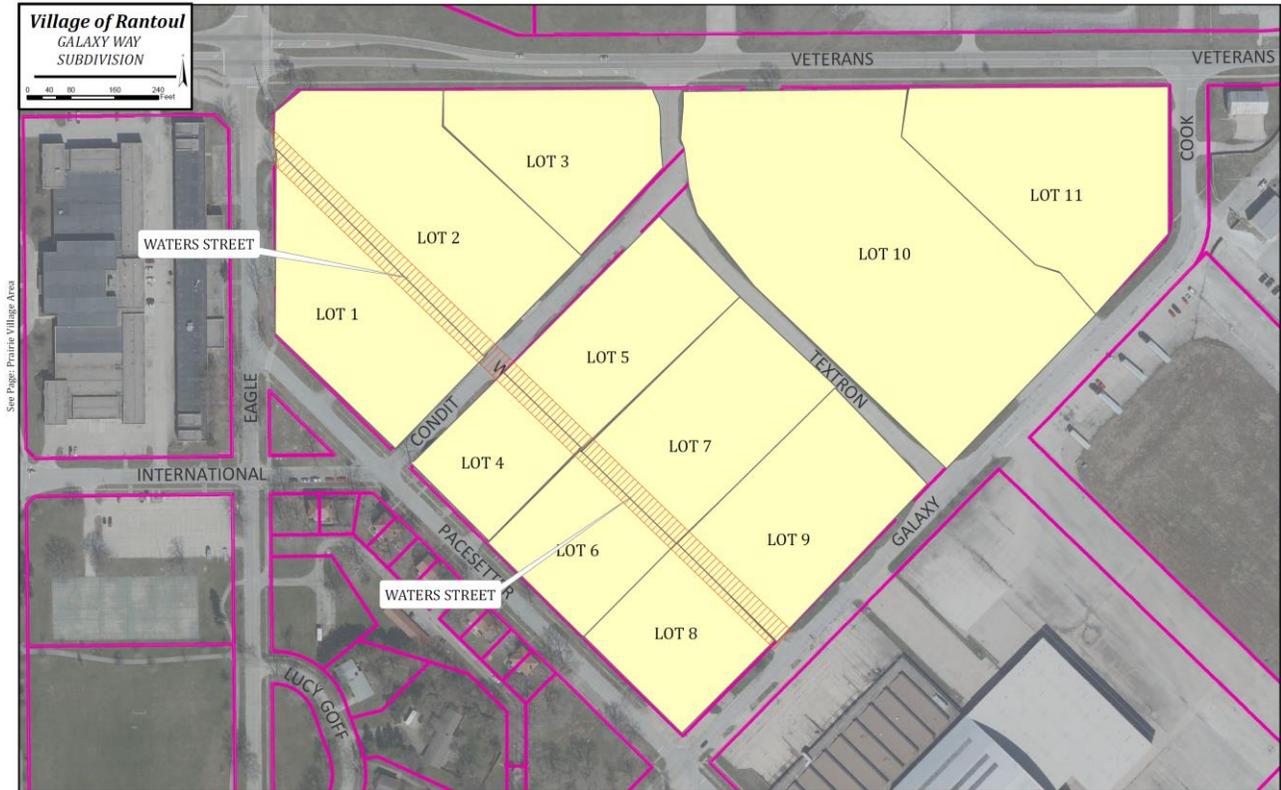
By: _____

Date: _____

[Exhibit A follows this page and is an integral part of this Agreement in the context of use.]

EXHIBIT A

Plat of Lot 10



ORDINANCE NO. 2620

**AN ORDINANCE
AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE
OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS
(720 Cook Street)**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) is the owner of certain a parcel of real estate commonly known as 720 Cook Street, Rantoul, Illinois, which is depicted on Exhibit A attached to the Agreement (the “**Real Estate**”); and

WHEREAS, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village has determined that it is necessary, desirable and in the best interests of the Village to sell the Real Estate; and

WHEREAS, there has been presented to and there is now before the meeting of the Corporate Authorities at which this Ordinance is adopted the form of an Agreement for Sale of Real Estate by and between the Village, as Seller, and 718 Real Estate, LLC, an Illinois limited liability company, as Buyer (the “**Buyer**”), under and by which such Buyer has agreed to purchase the Real Estate for \$100.00 (the “**Agreement**”).

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, as follows:

Section 1. That the Agreement, including the terms thereof as set forth in the form of such Agreement as presented to and now before the meeting of the Corporate Authorities at which this Ordinance is adopted, be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Agreement and the Village Clerk is hereby authorized to attest such execution of the Agreement, with such changes and revisions in the form of such Agreement as may be approved by the Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such changes or revisions therein from the form of the Agreement as presented to and now before the meeting of the Corporate Authorities at which this Ordinance is adopted.

Section 3. That the conveyance of the Real Estate is hereby authorized to be made to the Buyer upon full and complete performance by the Buyer of its obligations under the Agreement, the Corporate Authorities hereby expressly finding that the Real Estate is no longer necessary for, useful to, or in the best interests of the Village to retain.

Section 4. That all actions of the officers, employees and agents of the Village heretofore taken in connection with the Agreement and such conveyance of the Real Estate are hereby ratified, confirmed and approved.

Section 5. That from and after the effective date of this Ordinance, the proper officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such

acts and things and to execute and deliver all such supplemental documents and instruments as may be necessary to accomplish the purposes of the Agreement and this Ordinance in accordance with the respective terms, conditions and undertakings thereof, including the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the conveyance of the Real Estate in connection with the Agreement.

This Ordinance is hereby passed, the “ayes” and “nays” being called, by a majority of the Corporate Authorities then holding office at a regular meeting on the date set forth below.

PASSED this 10th day of September, 2019.

Village Clerk

APPROVED this 10th day of September, 2019.

Village President

AGREEMENT FOR SALE OF REAL ESTATE

BY AND BETWEEN THE

**VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS,
AS SELLER**

AND

**718 REAL ESTATE, LLC,
AS BUYER**

DATED AS OF SEPTEMBER 1, 2019

This Instrument was prepared by:

**Kenneth N. Beth
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, IL 61820**

AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT FOR SALE OF REAL ESTATE, including Exhibit A, which is attached hereto and made a part hereof (collectively, this “**Agreement**”), is dated for reference purposes only as of September 1, 2019, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation, as Seller (“**Seller**”) and 718 Real Estate, LLC, an Illinois limited liability company, as Buyer (“**Buyer**”). For the purposes of this Agreement, the term “**Parties**” is sometimes used to refer to and identify both Seller and Buyer collectively. This Agreement shall become effective upon the date of its actual execution by the last of the Parties hereto as set forth on the signature page hereof (the “**Effective Date**”).

RECITALS

NOW, THEREFORE, for and in consideration of the mutual covenants and agreement contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I SALE AND PURCHASE

Section 1.1. Real Estate Description. Seller agrees to sell and Buyer agrees to purchase the real estate commonly known as 721 Cook Street, Rantoul, Illinois, which is more particularly depicted as Lot 11 on the plat attached hereto and made a part hereof as Exhibit A (the “**Real Estate**”), together with all improvements and appurtenances thereon, (the Real Estate and any such improvements being, collectively, the “**Premises**”), upon the terms and conditions set forth in this Agreement.

Section 1.2. Purchase Price. Buyer agrees to pay to Seller \$100.00 as the total price for the Premises. Such purchase price, adjusted by prorations and credits allowed the Parties by this Agreement, shall be paid to Seller at closing in cash, by cashier’s check, by check issued by a lending institution, or other form of payment acceptable to Seller.

Section 1.3. Condition of Premises.

Buyer acknowledges having inspected the Premises, being acquainted with the condition thereof and accepts the Premises in its “**AS-IS**”, “**WHERE-IS**” condition without any representation or warranty by Seller concerning such condition and without any obligation on the part of Seller to make any alterations, repairs, replacements or other improvements, except as provided in this Section below.

It is mutually acknowledged that that certain Quit Claim Deed dated _____, _____, (the “**Air Force Deed**”) from the United States of America; acting by and through the Secretary of the Air Force, to the Village of Rantoul, a copy of which has been made available to Buyer, contains covenants pursuant to Section 120(h)(3)(A) and (B) of CERCLA (42 U.S.C. §9620 (h)(3)(A) and (B)) under and by which the United States of America, acting by and through the Secretary of the Air Force, warrants:

1. All remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to Section 120(h)(3)(A)(i)(I) of CERCLA remaining on the Property has been taken before the date of this Air Force Deed; and
2. Subject to Section 120(h)(3)(B), any additional remedial action found to be necessary after the date of this Deed shall be conducted by the Grantor.

Seller warrants that it is not a potentially responsible party as a result of any act or omission of the Seller affecting the Premises either before or after the delivery to the Seller by the Air Force of the Air Force Deed. The representations and warranties contained in this Section 1.3 shall survive the Closing

Section 1.4. Contingency of Agreement. This Agreement is contingent upon Seller being expressly authorized by the Federal Aviation Administration (the “**FAA**”) to sell and convey the Premises to a third-party purchaser. In the event that Seller has been unable to obtain such authorization from the FAA on or before August 31, 2020, this Agreement shall be deemed null and void and of no force and effect and neither Seller nor Buyer shall have any obligation or liability with respect thereto.

Section 1.5. Possession and Closing. Seller shall deliver possession of the Premises to Buyer at the time of the closing of this transaction (the “**Closing**”) which shall occur within 30 days after satisfaction of the contingency described in Section 1.4 of this Agreement above, or such later date as may be mutually agreed to by the parties (the “**Closing Date**”), at the office of Seller.

ARTICLE II **TITLE MATTERS**

Section 2.1. Evidence of Title. Within a reasonable time after the satisfaction of the contingency described in Section 1.4 of this Agreement above, Seller shall deliver to Buyer a Commitment for Title Insurance issued by a title company doing business in Champaign County, Illinois, committing the company to issue a title policy in the usual form insuring title to the Premises in the name of Buyer for the amount of the purchase price. The cost of providing any such title insurance shall be borne by Buyer.

Section 2.2. Exceptions to Title.

(a) Permissible exceptions to title shall include only the lien of general taxes and special assessments, if any; zoning laws and building codes and ordinance; easements (apparent or of record) which do not underlie any buildings; and covenants and restrictions of record which are not violated by the existing improvements or the present uses of the Premises and which do not restrict reasonable use of the Premises, including, but not limited to, all applicable covenants and restrictions contained in the Air Force Deed.

(b) If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by paying the amount due at or prior to the Closing. If Seller is

unable to cure any such exception, then Buyer shall have the option to terminate this Agreement in which event Buyer shall be entitled to a refund of the earnest money paid pursuant to Section 1.2(a) of this Agreement.

Section 2.3. Special Warranty Deed. Prior to the Closing, Seller or Seller's attorney shall prepare and Seller shall execute a recordable Special Warranty Deed sufficient to convey the Real Estate to Buyer or its nominee, in fee simple absolute, subject only to exceptions permitted herein. Such Special Warranty Deed shall be delivered to Buyer at the Closing of this transaction upon compliance with the terms of this Agreement.

Section 2.4. Taxes, Assessments and Notices. Real estate taxes, if any, apportioned through the date of possession shall be Seller's expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. Transfer tax, if any, and all special assessments which are a lien upon the Real Estate as of the Effective Date of this Agreement shall be Seller's expense. All such taxes and special assessments shall constitute a credit to Buyer against the purchase price and shall release Seller from any further liability to Buyer in connection therewith.

Seller expressly warrants that Seller has issued no notice of a current building code or other ordinance violation in connection with the Premises and that there is pending no rezoning, reassessment or special assessment proceeding affecting the Premises.

ARTICLE III **REPRESENTATIONS AND OTHER OBLIGATIONS**

Section 3.1. Authority. Each of the Parties represents and warrants, as of the date of execution of this Agreement and as of the Closing (i) that it or they have legal right, power and authority to execute and fully perform its or their obligations under this Agreement and (ii) that the persons executing this Agreement and other related documents required hereunder are authorized to do so. The representations and warranties given by each of the Parties in this Section 3.1 shall survive the Closing.

Section 3.2. Casualty and Condemnation. If, prior to the Closing, all or any portion of the Premises is damaged by fire or other natural casualty (collectively "**Damage**"), or is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings, then Buyer, at its sole option, may elect to terminate this Agreement by written notice to Seller.

ARTICLE IV **DEFAULT**

Section 4.1. Default. The failure of either of the Parties to timely perform any obligation or condition contained in this Agreement shall constitute a "**Default**" under this Agreement.

Section 4.2. Remedies. Upon the occurrence of a Default, the party claiming the Default (the "**Non-Defaulting Party**") may serve written notice of the Default upon the other party (the "**Defaulting Party**"), and if such Default is not corrected within ten (10) calendar days of the date of such notice, the Non-Defaulting Party may take one or more of the following actions: elect to

treat this Agreement as cancelled and of no further force and effect; maintain a claim for monetary damages for breach of contract; maintain an action for specific performance; or maintain any other or different action or combination thereof as allowed by law.

Section 4.3. Non-Exclusive Remedies. The remedies set forth in Section 4.2 above in the event of a Default are not intended to be exclusive and the Parties shall have the right to all other lawful remedies, including specific performance.

Section 4.4. Costs or Expenses and Fees. If the Non-Defaulting Party prevails in any litigation to enforce any provision of this Agreement, the Defaulting Party shall pay all of the Non-Defaulting Party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party's obligations under this Agreement.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Entire Agreement and Amendments. This Agreement (together with Exhibit A, inclusive, which is attached hereto and made a part hereof) is the entire agreement between Seller and Buyer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, and may not be modified or amended except by a written instrument executed by both of the Parties.

Section 5.2. Construction. The captions and headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

Section 5.3. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either of the Parties, nor shall any provision give any third parties any rights of subrogation or action over or against either of the Parties. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 5.4. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Section 5.5. Time of the Essence. Time is of the essence of this Agreement; including, without limitation, all time deadlines for satisfying conditions and the Closing on or before the Closing Date.

Section 5.6. Waiver. Each of the Parties to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy

hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 5.7. Notices and Communications. All notices, demands, requests or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, (b) personally delivered, or (c) sent by a nationally recognized overnight courier, delivery charge prepaid, in each case, to Seller and Buyer at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (i) In the case of Seller, to:
Village of Rantoul, Illinois
333 South Tanner Street
Rantoul, IL 61866
Attn: Airport Manager
Tel: (217) 892-6896

- (ii) In the case of Buyer, to:
718 Real Estate, LLC
1510 Golfview Road
Rantoul, IL 61866
Attn: A. J. Buck LLC, Manager
Tel: (____) ____ - ____

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 5.8. Assignment. Neither of the Parties shall sell, assign or otherwise transfer any of their rights and obligations under this Agreement to any other party.

Section 5.9. Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respectively authorized successors, assigns and legal representatives.

Section 5.10. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either Seller or Buyer shall be construed by either Seller or Buyer or any third party to create the relationship of a partnership, agency, or joint venture between or among Seller and Buyer.

Section 5.11. Illinois Law; Venue. This Agreement shall be construed and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by either of the Parties to enforce any of the provisions of this Agreement, the venue for any such action or proceeding shall be in Champaign County, Illinois.

Section 5.12. Construction of Agreement. This Agreement has been jointly negotiated by the Parties and shall not be construed against either one of them because that party may have primarily assumed responsibility for preparation of this Agreement.

IN WITNESS WHEREOF, Buyer has caused this Agreement to be executed by him individually and the Seller has caused this Agreement to be executed by its duly authorized Mayor and Village Clerk, as of each of the dates set forth below.

**VILLAGE OF RANTOUL, CHAMPAIGN COUNTY,
ILLINOIS, AS SELLER**

By: _____
Village President

ATTEST:

By: _____
Village Clerk

Date: _____

718 REAL ESTATE, LLC, AS BUYER

By: _____

By: _____

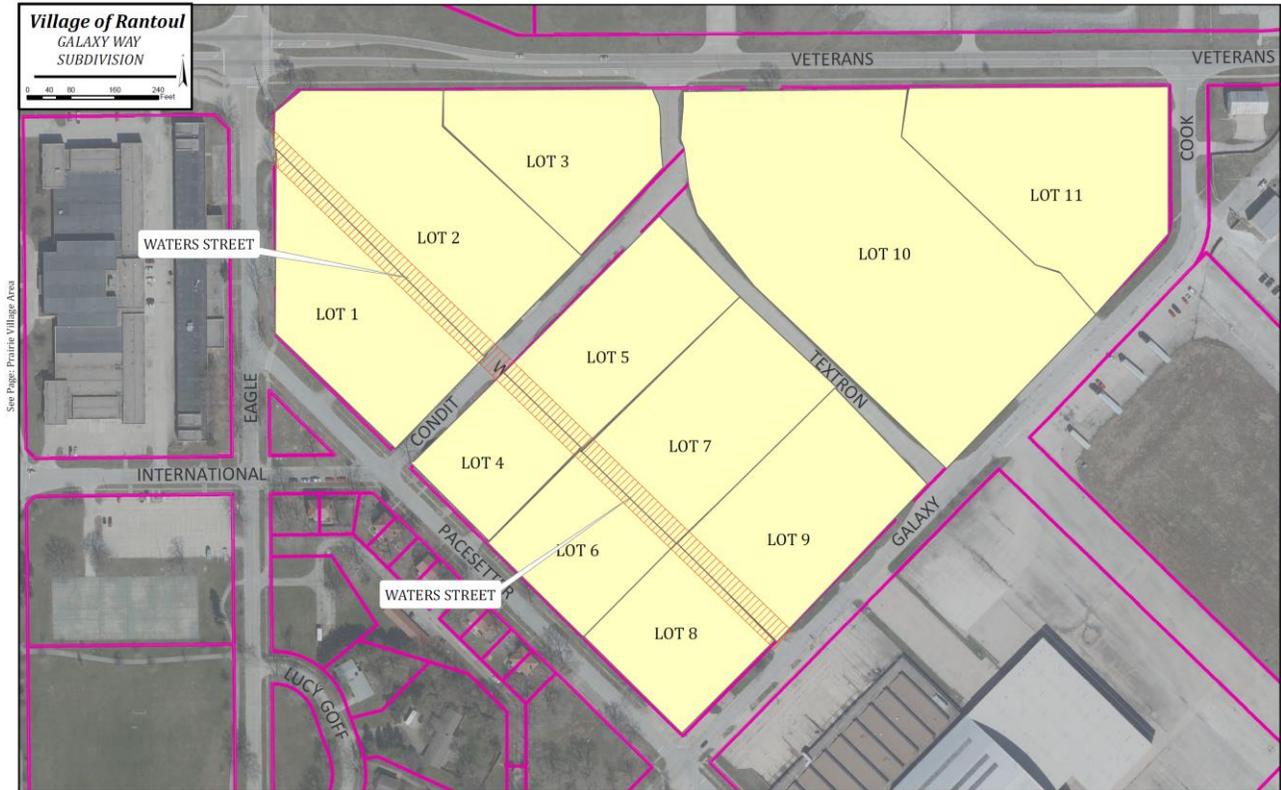
By: _____

Date: _____

[Exhibit A follows this page and is an integral part of this Agreement in the context of use.]

EXHIBIT A

Plat of Lot 11



ORDINANCE NO. 2621

**AN ORDINANCE
AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE
OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS
(721 Cook Street)**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) is the owner of certain a parcel of real estate commonly known as 721 Cook Street, Rantoul, Illinois, which is depicted on Exhibit A attached to the Agreement (the “**Real Estate**”); and

WHEREAS, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village has determined that it is necessary, desirable and in the best interests of the Village to sell the Real Estate; and

WHEREAS, there has been presented to and there is now before the meeting of the Corporate Authorities at which this Ordinance is adopted the form of an Agreement for Sale of Real Estate by and between the Village, as Seller, and 718 Real Estate, LLC, an Illinois limited liability company, as Buyer (the “**Buyer**”), under and by which such Buyer has agreed to purchase the Real Estate for \$100.00 (the “**Agreement**”).

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, as follows:

Section 1. That the Agreement, including the terms thereof as set forth in the form of such Agreement as presented to and now before the meeting of the Corporate Authorities at which this Ordinance is adopted, be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Agreement and the Village Clerk is hereby authorized to attest such execution of the Agreement, with such changes and revisions in the form of such Agreement as may be approved by the Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such changes or revisions therein from the form of the Agreement as presented to and now before the meeting of the Corporate Authorities at which this Ordinance is adopted.

Section 3. That the conveyance of the Real Estate is hereby authorized to be made to the Buyer upon full and complete performance by the Buyer of its obligations under the Agreement, the Corporate Authorities hereby expressly finding that the Real Estate is no longer necessary for, useful to, or in the best interests of the Village to retain.

Section 4. That all actions of the officers, employees and agents of the Village heretofore taken in connection with the Agreement and such conveyance of the Real Estate are hereby ratified, confirmed and approved.

Section 5. That from and after the effective date of this Ordinance, the proper officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such

acts and things and to execute and deliver all such supplemental documents and instruments as may be necessary to accomplish the purposes of the Agreement and this Ordinance in accordance with the respective terms, conditions and undertakings thereof, including the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the conveyance of the Real Estate in connection with the Agreement.

This Ordinance is hereby passed, the “ayes” and “nays” being called, by a majority of the Corporate Authorities then holding office at a regular meeting on the date set forth below.

PASSED this 10th day of September, 2019.

Village Clerk

APPROVED this 10th day of September, 2019.

Village President

AGREEMENT FOR SALE OF REAL ESTATE

BY AND BETWEEN THE

**VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS,
AS SELLER**

AND

**KEVIN APPLEBEE,
AS BUYER**

DATED AS OF AUGUST 1, 2019

This Instrument was prepared by:

**Kenneth N. Beth
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, IL 61820**

AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT FOR SALE OF REAL ESTATE, including Exhibit A, which is attached hereto and made a part hereof (collectively, this “**Agreement**”), is dated for reference purposes only as of August 1, 2019, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation, as Seller (“**Seller**”) and Kevin Applebee, an individual person of Rantoul, Illinois, as Buyer (“**Buyer**”). For the purposes of this Agreement, the term “**Parties**” is sometimes used to refer to and identify both Seller and Buyer collectively. This Agreement shall become effective upon the date of its actual execution by the last of the Parties hereto as set forth on the signature page hereof (the “**Effective Date**”).

RECITALS

NOW, THEREFORE, for and in consideration of the mutual covenants and agreement contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I SALE AND PURCHASE

Section 1.1. Real Estate Description. Seller agrees to sell and Buyer agrees to purchase the real estate commonly known as 1120 Veterans Parkway, Rantoul, Illinois, which is more particularly described on Exhibit A attached hereto and made a part hereof (the “**Real Estate**”), together with all improvements and appurtenances thereon, (the Real Estate and any such improvements being, collectively, the “**Premises**”), upon the terms and conditions set forth in this Agreement.

Section 1.2. Purchase Price. Buyer agrees to pay to Seller \$150,000.00 as the total price for the Premises as follows:

- (a) Buyer has paid \$2,500.00 as earnest money to be deposited and held by the Seller in a separate account for delivery to Seller at the time of closing, and
- (b) the balance of the purchase price, adjusted by prorations and credits allowed the Parties by this Agreement, shall be paid to Seller at closing in cash, by cashier’s check, by check issued by a lending institution, or other form of payment acceptable to Seller.

Section 1.3. Due Diligence.

(a) For a period of 30 days after the Effective Date (the “**Due Diligence Period**”), Buyer and his agents and representatives shall be entitled to conduct an inspection of the Premises, which may include, but shall not be limited to, the rights to (1) enter on the Premises to perform inspections and tests, including, but not limited to, inspection, evaluation and testing of the heating, ventilation and air-conditioning systems and all components thereof, the roof of the building, the parking lots, all structural and mechanical systems within the building, including, but not limited to, sprinkler systems, power lines and panels and plumbing; and (2) make investigations with regard to zoning, environmental, building code and other legal requirements, including, but not limited to, an environmental assessment. If Buyer, in his sole and absolute discretion, determines that the results of any inspection, test or examination do not meet Buyer’s criteria for purchase or operating of the

Premises in the manner contemplated by Buyer, or if Buyer, in his sole discretion, otherwise determines that the Premises is unsatisfactory to him, then Buyer may terminate this Agreement by written notice to Seller, given not later than the last day of the Due Diligence Period. Upon such termination, the earnest money shall be returned to Buyer and, except as otherwise provided in this Section, neither of the Parties shall have any further liability to the other hereunder. In the event Buyer fails to notify Seller of his intent to terminate this Agreement prior to the expiration of the Due Diligence Period, Buyer's right to terminate this Agreement shall be waived and become null and void.

(b) All inspections, investigations, tests and appraisals required by Buyer under this Section shall be at Buyer's expense unless otherwise expressly provided in this Agreement.

(c) Neither Buyer, nor any of its agents or representatives, shall damage the Premises or any portion thereof, except for any immaterial damage caused by environmental and other tests, all of which shall promptly be repaired by Buyer at Buyer's sole cost and expense. Buyer agrees to indemnify and defend Seller and hold Seller harmless from any and all claims, demands, actions, lawsuits, damages and costs, including reasonable attorneys' fees, arising out of any act or omission of Buyer, or its agents and/or representatives, in connection with Buyer's due diligence review. The foregoing obligation shall survive the closing of this transaction and any termination of this Agreement.

(d) The physical condition of the Premises shall be substantially the same on the date of possession, as it exists as of the Effective Date of this Agreement, reasonable wear and tear excepted. Buyer shall have the right to inspect the Premises during the 48-hour period immediately prior to possession and closing.

Section 1.4. Possession and Closing. Seller shall deliver possession of the Premises to Buyer at the time of the closing of this transaction (the "**Closing**") which shall occur not later than thirty (30) days after the last day of the Due Diligence Period described in Section 1.3 of this Agreement above, or such later date as may be mutually agreed to by the parties (the "**Closing Date**"), at the office of Seller or Buyer's lender.

ARTICLE II **TITLE MATTERS**

Section 2.1. Evidence of Title. Within a reasonable time after the Effective Date, Seller shall deliver to Buyer a Commitment for Title Insurance issued by a title company doing business in Champaign County, Illinois, committing the company to issue a title policy in the usual form insuring title to the Premises in the name of Buyer for the amount of the purchase price. Seller shall be responsible for payment of the Owner's premium and Seller's search charges. The balance of the cost of providing title insurance shall be borne by Buyer.

Section 2.2. Exceptions to Title.

(a) Permissible exceptions to title shall include only:

- (i) the lien of general taxes and special assessments, if any; zoning laws and building codes and ordinance; easements (apparent or of record) which do not underlie any buildings; and covenants and restrictions of record which are not violated by the existing improvements or the present uses of the Premises and which do not restrict reasonable use of the Premises, including, but not limited to, all applicable covenants and restrictions contained in that certain Quit Claim Deed dated September 10, 2014, from the United States of America; acting by and through the Secretary of the Air Force, to the Village of Rantoul, a copy of which has been provided to or otherwise been made available to the Buyer; and
 - (ii) that certain Lease Agreement dated February 15, 1994, as amended by a First Amendment dated June 1, 2000, and a Second Amendment dated March 1, 2006, by and between the Seller, as Lessor, and Birkey's Farm Store, Inc., a Delaware corporation ("**Birkey's**"), as Lessee, (the "**Lease**") including as subleased by and between Birkey's and Arrow EDM, Inc., a Florida corporation (the "**Sublease**"), copies of which Lease and Sublease have been provided to or otherwise been made available to the Buyer.
- (b) If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by paying the amount due at or prior to the Closing. If Seller is unable to cure any such exception, then this Agreement may be terminated in the sole discretion of Buyer.

Section 2.3. Special Warranty Deed; Deliveries at Closing. Prior to the Closing, Seller or Seller's attorney shall prepare and Seller shall execute a recordable Special Warranty Deed sufficient to convey the Real Estate to Buyer or its nominee, in fee simple absolute, subject only to exceptions permitted herein. Such Special Warranty Deed shall be delivered to Buyer at the Closing of this transaction upon compliance with the terms of this Agreement.

Section 2.4. Taxes, Assessments and Notices. Real estate taxes apportioned through the date of possession shall be Seller's expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. Transfer tax and all special assessments which are a lien upon the Real Estate as of the Effective Date of this Agreement shall be Seller's expense. All such taxes and special assessments shall constitute a credit to Buyer against the purchase price and shall release Seller from any further liability to Buyer in connection therewith.

Seller expressly warrants that Seller has issued no notice of a current building code or other ordinance violation in connection with the Premises and that there is pending no rezoning, reassessment or special assessment proceeding affecting the Premises.

ARTICLE III
REPRESENTATIONS AND OTHER OBLIGATIONS

Section 3.1. Authority. Each of the Parties represents and warrants, as of the date of execution of this Agreement and as of the Closing (i) that it or they have legal right, power and authority to execute and fully perform its or their obligations under this Agreement and (ii) that the persons executing this Agreement and other related documents required hereunder are authorized to do so. The representations and warranties given by each of the Parties in this Section 3.1 shall survive the Closing.

Section 3.2. Casualty and Condemnation. If, prior to the closing, all or any portion of the Premises is damaged by fire or other natural casualty (collectively “**Damage**”), or is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings (collectively “**Condemnation**”), then the following procedures shall apply:

(a) If the aggregate cost of repair or replacement of the Damage (collectively, “**Repair and/or Replacement**”) is \$25,000 or less, Buyer shall close and take the Premises as diminished by such events, subject to a reduction in the Purchase Price applied against the balance of the purchase price otherwise due at the Closing in the full amount of the Repair and/or Replacement. Any casualty insurance shall be the sole property of Seller.

(b) If the aggregate cost of Repair and/or Replacement is greater than \$25,000 or in the event of a Condemnation, then Buyer, at its sole option, may elect either to (1) terminate this Contract by written notice to Seller, in which event Buyer shall be entitled to a return of the Earnest Money; or (2) proceed to close subject to (i) a reduction on the Purchase Price of \$25,000, applied against the balance of the purchase price otherwise due at the Closing; together with (ii) an assignment of the proceeds of Seller’s casualty insurance for all Damage (or condemnation awards for any Condemnation) in excess of \$25,000. In such event, Seller shall fully cooperate with Buyer in the adjustment and settlement of the insurance claim.

(c) In the event of a dispute between Seller and Buyer with respect to the cost of Repair and/or Replacement in connection with the matters set forth in this Section, Seller and Buyer shall select an independent engineer licensed to practice in Champaign County, Illinois, who shall resolve such dispute. All fees, costs and expenses of such licensed engineer so selected shall be shared equally by Seller and Buyer.

ARTICLE IV
DEFAULT

Section 4.1. Default. The failure of either of the Parties to timely perform any obligation or condition contained in this Agreement shall constitute a “**Default**” under this Agreement.

Section 4.2. Remedies. Upon the occurrence of a Default, the party claiming the Default (the “**Non-Defaulting Party**”) may serve written notice of the Default upon the other party (the “**Defaulting Party**”), and if such Default is not corrected within ten (10) calendar days of the date of such notice, the Non-Defaulting Party may take one or more of the following actions: elect to treat this Agreement as cancelled and of no further force and effect; maintain a claim for monetary

damages for breach of contract; maintain an action for specific performance; or maintain any other or different action or combination thereof as allowed by law.

Section 4.3. Non-Exclusive Remedies. The remedies set forth in Section 4.2 above in the event of a Default are not intended to be exclusive and the Parties shall have the right to all other lawful remedies, including specific performance.

Section 4.4. Costs or Expenses and Fees. If the Non-Defaulting Party prevails in any litigation to enforce any provision of this Agreement, the Defaulting Party shall pay all of the Non-Defaulting Party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party's obligations under this Agreement.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Entire Agreement and Amendments. This Agreement (together with Exhibit A, which is attached hereto and made a part hereof) is the entire agreement between Seller and Buyer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, and may not be modified or amended except by a written instrument executed by both of the Parties.

Section 5.2. Construction. The captions and headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

Section 5.3. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either of the Parties, nor shall any provision give any third parties any rights of subrogation or action over or against either of the Parties. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 5.4. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Section 5.5. Time of the Essence. Time is of the essence of this Agreement; including, without limitation, all time deadlines for satisfying conditions and the Closing on or before the Closing Date.

Section 5.6. Waiver. Each of the Parties to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy

hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 5.7. Notices and Communications. All notices, demands, requests or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, (b) personally delivered, or (c) sent by a nationally recognized overnight courier, delivery charge prepaid, in each case, to Seller and Buyer at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (i) In the case of Seller, to:
Village of Rantoul, Illinois
333 South Tanner Street
Rantoul, IL 61866
Attn: Airport Manager
Tel: (217) 892-6896

With a copy to:
Kenneth N. Beth
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, IL 61820
Tel: (217) 359-6494
- (ii) In the case of Buyer, to:
Kevin Applebee
808 Golf Course Road
Rantoul, IL 61866
Tel: (217) 202-6500

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 5.8. Assignment. Neither of the Parties shall sell, assign or otherwise transfer any of their rights and obligations under this Agreement to any other party.

Section 5.9. Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respectively authorized successors, assigns and legal representatives.

Section 5.10. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either Seller or Buyer shall be construed by either Seller or Buyer or any third party to create the relationship of a partnership, agency, or joint venture between or among Seller and Buyer.

Section 5.11. Illinois Law; Venue. This Agreement shall be construed and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by either of the Parties to enforce any of the provisions of this Agreement, the venue for any such action or proceeding shall be in Champaign County, Illinois.

Section 5.12. Construction of Agreement. This Agreement has been jointly negotiated by the Parties and shall not be construed against either one of them because that party may have primarily assumed responsibility for preparation of this Agreement.

IN WITNESS WHEREOF, Buyer has caused this Agreement to be executed by him individually and the Seller has caused this Agreement to be executed by its duly authorized Mayor and Village Clerk, as of each of the dates set forth below.

**VILLAGE OF RANTOUL, CHAMPAIGN COUNTY,
ILLINOIS, AS SELLER**

By: _____
Village President

ATTEST:

By: _____
Village Clerk

Date: _____

**KEVIN APPLEBEE,
AS BUYER**

Date: _____

[Exhibit A follows this page and is an integral part of this Agreement in the context of use.]

EXHIBIT A

Legal Description

Lots 2 and 3 of Veterans Subdivision in the Village of Rantoul, Champaign County, Illinois, as per plat recorded in the Recorder's Office of Champaign County, Illinois on July 23, 2019 as Document No. 2019R11737

ORDINANCE NO. 2622

**AN ORDINANCE
AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE
OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS
(1120 Veterans Parkway)**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) is the owner of certain a parcel of real estate commonly known as 1120 Veterans Parkway, Rantoul, Illinois, which is described on Exhibit A attached to the Agreement (the “**Real Estate**”); and

WHEREAS, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village has determined that it is necessary, desirable and in the best interests of the Village to sell the Real Estate; and

WHEREAS, there has been presented to and there is now before the meeting of the Corporate Authorities at which this Ordinance is adopted the form of an Agreement for Sale of Real Estate by and between the Village, as Seller, and Kevin Applebee, as Buyer (the “**Buyer**”), under and by which such Buyer has agreed to purchase the Real Estate for \$150,000.00 (the “**Agreement**”).

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, as follows:

Section 1. That the Agreement, including the terms thereof as set forth in the form of such Agreement as presented to and now before the meeting of the Corporate Authorities at which this Ordinance is adopted, be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Agreement and the Village Clerk is hereby authorized to attest such execution of the Agreement, with such changes and revisions in the form of such Agreement as may be approved by the Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such changes or revisions therein from the form of the Agreement as presented to and now before the meeting of the Corporate Authorities at which this Ordinance is adopted.

Section 3. That the conveyance of the Real Estate is hereby authorized to be made to the Buyer upon full and complete performance by the Buyer of its obligations under the Agreement, the Corporate Authorities hereby expressly finding that the Real Estate is no longer necessary for, useful to, or in the best interests of the Village to retain.

Section 4. That all actions of the officers, employees and agents of the Village heretofore taken in connection with the Agreement and such conveyance of the Real Estate are hereby ratified, confirmed and approved.

Section 5. That from and after the effective date of this Ordinance, the proper officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such

acts and things and to execute and deliver all such supplemental documents and instruments as may be necessary to accomplish the purposes of the Agreement and this Ordinance in accordance with the respective terms, conditions and undertakings thereof, including the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the conveyance of the Real Estate in connection with the Agreement.

This Ordinance is hereby passed, the “ayes” and “nays” being called, by a majority of the Corporate Authorities then holding office at a regular meeting on the date set forth below.

PASSED this 10th day of September, 2019.

Village Clerk

APPROVED this 10th day of September, 2019.

Village President