

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

May 2, 2017

Order of Business

Board Packet Page(s)

1. **Call to Order – Mayor Smith**
Roll Call
2. **Public Participation**
Citizens wishing to address the Village Board with respect to any item of business listed upon the agenda or any matter not appearing on the agenda are asked to complete a public participation form and submit it to the Village Clerk prior to the meeting. Comments will be limited to three minutes for each speaker.
3. **Items from the Mayor**
 - A) Appointment of Department Heads 85
4. **Items from Trustees**
5. **Items from the Clerk**
6. **Items for the Consent Agenda**
 - A) Approval of Minutes, Regular Study Session, April 4, 2017
 - B) Approval of Minutes, Regular Board Meeting, April 11, 2017
 - C) Approval of Bills and Monthly Financial Reports
7. **Administrator Report**
 - A) Set parameters for bonding for Police Pension Fund 1-3
 - B) Intergovernmental Agreement with Urbana for CDBG/HUD 4-12
 - C) Agreement with Regional Plan Commission to update Revolving Loan Guidelines 13-36
 - D) Management Agreement with the Park District 37-41
 - E) Public Works Employee Certification Pay 42-43
8. **Items from Economic Development**
 - A) Feasibility Study to explore Land Bank 44-45
 - B) Redevelopment Agreement with Isak Beciri 46
 - C) Recommendation from Micro Loan Committee
9. **Items from Public Works**
 - A) Construction Engineering Agreement for Elevated Tank Rehab 47-57
 - B) Environmental Covenant Agreement with IEPA 58-74
 - C) Purchase of Vermeer stump cutter - \$47,735.00 75-81
 - D) Purchase of LED lighting from Anixter - \$50,000.00 82-83
10. **Items from Comptroller**
 - A) Budget Amendment #17-05 – Various Accounts 84

- 11. Items from Counsel**
- 12. Adjournment**
- 13. Motion to go into closed session pursuant to 5 ILCS 120/2 (C) 5, to consider the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired**

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

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

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

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Police Pension Bond Parameter Ordinance	DEPARTMENT: Administration
AGENDA SECTION:	AMOUNT: N/A
ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: 05/07/2017
<p>Now that the new fee is in place to help fund the village's annual police pension contribution, staff would like to further investigate the option of bonding for the remaining unpaid police pension liability. Due to low interest rates our initial analysis showed the potential for significant savings to the village, especially beyond 2022.</p> <p>Attached to this staff report is a copy of potential bond repayment schedule. I will explain the numbers in more detail at the meeting if needed. The numbers highlighted in yellow represent the annual payment with the associated debt service based on an issuance of \$11,800,000 at an annual interest rate of 4.5% and a 23-year repayment schedule. The numbers highlighted in blue are the annual contributions that must be made to cover the current retiree obligations. Those numbers highlighted in grey are the unfunded liability amounts. The red column represents the estimated annual contribution if we pay as you go with zero borrowing and an assumed rate of return of 7% annually. The numbers in the orange column represent the total annual contribution with the debt service payments. Finally, the green column represents the potential annual savings to the village if it chooses to issue bonds to fully fund the pension this year. Again there are many variables to consider including the rate of return on investments and the annual interest rate of the bonds.</p> <p>In order to move forward the board will now need to approve the parameters ordinance. This ordinance sets the parameters for the borrowing of the bonds. This includes the total dollar amount borrowed, the maximum interest rate the board will accept and the term of the bonds. The basic parameters of the ordinance will include a maximum bond sale of \$12.2 million, with a maximum repayment schedule of \$850,000 annually with an average coupon rate of 4.5% annually. If there is a buyer for the bonds based on the parameters set in the ordinance then the board can move forward with issuing the bonds. Approving this ordinance does not obligate the village to issuing the bonds either, even if our financial advisor finds a willing buyer of the bonds.</p>	
RECOMMENDED ACTION: Staff recommends approval of the ordinance	
DEPARTMENT HEAD APPROVAL:	VILLAGE ADMINISTRATOR: Jeffrey Fiegenschuh, Administrator

Rantoul Police Pension Fund - Actuarial Projections

Village Contribution = Actuarial Recommendation (Pay Unfunded by 2040) + Additional Funding of \$11.8 Million

Investment Earnings = 7.00%

Fiscal Year	Normal Cost	Unfunded Payment	Required Contribution	Debt Service	Total Contribution	Assets (Market)	Actuarial Liability	Funded Percentage
2017			11,835,356			28,709,369	28,709,369	100.0%
2018	239,286	628,816	868,102		868,102	30,435,851	29,937,437	101.7%
2019	249,145	0	249,145	850,000	1,099,145	31,599,100	31,194,815	101.3%
2020	259,701	-33,619	226,082	850,000	1,076,082	32,745,368	32,471,440	100.8%
2021	268,905	-28,152	240,752	850,000	1,090,752	33,909,435	33,769,839	100.4%
2022	278,714	-19,735	258,979	850,000	1,108,979	35,064,454	35,058,636	100.0%
2023	288,092	-10,431	277,661	850,000	1,127,661	36,194,580	36,323,197	99.6%
2024	299,645	-452	299,193	850,000	1,149,193	37,332,608	37,596,859	99.3%
2025	311,102	10,424	321,526	850,000	1,171,526	38,472,771	38,876,136	99.0%
2026	322,291	22,414	344,705	850,000	1,194,705	39,631,137	40,178,683	98.8%
2027	333,962	35,944	369,906	850,000	1,219,906	40,795,549	41,488,423	98.3%
2028	344,791	48,791	393,582	850,000	1,243,582	41,968,698	42,810,450	98.0%
2029	357,121	61,741	418,863	850,000	1,268,863	43,129,606	44,122,776	97.7%
2030	369,815	75,008	444,623	850,000	1,294,623	44,282,431	45,429,225	97.5%
2031	383,225	88,501	471,726	850,000	1,321,726	45,414,761	46,720,293	97.2%
2032	397,715	102,190	499,905	850,000	1,349,905	46,536,585	48,001,707	96.9%
2033	411,805	116,335	528,139	850,000	1,378,139	47,652,188	49,278,506	96.7%
2034	426,664	130,556	557,220	850,000	1,407,220	48,753,532	50,545,263	96.5%
2035	441,790	144,920	586,710	850,000	1,436,710	49,852,498	51,816,236	96.2%
2036	457,588	159,660	617,248	850,000	1,467,248	50,959,087	53,103,898	96.0%
2037	473,637	174,987	648,524	850,000	1,498,524	52,078,286	54,414,855	95.7%
2038	489,843	191,122	680,965	850,000	1,530,965	53,215,807	55,766,312	95.4%
2039	505,872	208,210	714,082	850,000	1,564,082	54,380,793	57,138,672	95.2%
2040	522,336	226,382	748,718	850,000	1,598,718	55,578,499	58,568,000	94.9%
2041 (Est)	539,336	246,757	786,093	850,000	1,636,093			
Totals	8,972,080	2,580,368	11,552,448	19,550,000	31,102,448			
						7,714,644	Interest	

Notes

1. Projections assume payroll growth at 3.5% for police officers. If the payroll were to grow faster (i.e. through a growth in the active police force) additional contributions are needed.
2. The contribution reflects the actual contributions anticipated during the fiscal year, based on an Actuary's report from a prior valuation date. For example, the 2018 contributions shown are the estimated Actuary results from the 4/30/2016 tax levy. Contribution amounts are assumed to be made.
3. Actuarial liability is driven by the makeup of the population and actuarial assumptions. Assumptions are from the 4/30/2016 Actuary's report.
4. No legislative changes have been considered.

Rantoul Police Pension Fund - Actuarial Projections								
Village Contribution = Actuarial Recommendation (Pay Unfunded by 2040) + No Additional Funding								
Fiscal Year	23 Year Amortization			Total Contribution w/ 0.5% Savings	Investment Earnings = 7.00%	Assets (Market)	Actuarial Liability	Funded Percentage
	Normal Cost	Unfunded Payment	Required Contribution					
2017			709,262			17,582,275	28,709,369	61.2%
2018	623,616	623,616	833,102	1,039,145	329,499	18,529,860	29,937,437	61.9%
2019	723,449	723,449	977,503	1,076,032	444,335	19,588,138	31,194,815	62.8%
2020	771,442	771,442	1,091,143	1,099,732	561,392	20,701,700	32,471,440	63.8%
2021	816,089	816,089	1,094,939	1,099,979	680,729	21,866,898	33,769,839	64.8%
2022	857,512	857,512	1,133,226	1,099,979	802,299	23,056,185	35,058,636	65.8%
2023	899,392	899,392	1,187,735	1,097,368	926,929	24,255,856	36,323,197	66.8%
2024	942,522	942,522	1,242,163	1,099,133	1,054,022	25,501,148	37,596,869	67.8%
2025	987,023	987,023	1,297,330	1,091,523	1,183,564	26,788,912	38,876,136	68.9%
2026	1,032,972	1,032,972	1,353,264	1,094,705	1,315,648	28,137,967	40,178,683	70.0%
2027	1,079,639	1,079,639	1,411,045	1,219,903	1,451,114	29,538,996	41,488,423	71.2%
2028	1,127,932	1,127,932	1,469,832	1,293,632	1,589,661	31,000,237	42,810,450	72.4%
2029	1,177,630	1,177,630	1,531,131	1,338,863	1,731,315	32,505,671	44,122,776	73.7%
2030	1,228,302	1,228,302	1,594,519	1,294,923	1,876,976	34,064,715	45,429,225	75.0%
2031	1,279,316	1,279,316	1,660,541	1,321,725	2,025,815	35,670,620	46,720,293	76.3%
2032	1,330,316	1,330,316	1,729,031	1,349,305	2,178,925	37,339,481	48,001,707	77.8%
2033	1,381,210	1,381,210	1,799,014	1,378,139	2,336,294	39,082,161	49,278,506	79.3%
2034	1,432,333	1,432,333	1,871,332	1,407,220	2,497,915	40,897,714	50,545,263	80.9%
2035	1,483,303	1,483,303	1,945,998	1,436,740	2,663,688	42,805,662	51,816,236	82.6%
2036	1,534,317	1,534,317	2,022,905	1,467,233	2,834,615	44,824,230	53,103,898	84.4%
2037	1,585,261	1,585,261	2,101,793	1,498,524	3,010,794	46,967,263	54,414,855	86.3%
2038	1,636,119	1,636,119	2,183,932	1,530,935	3,192,327	49,250,009	55,756,312	88.3%
2039	1,687,033	1,687,033	2,269,565	1,564,032	3,379,213	51,691,872	57,138,672	90.5%
2040	1,737,917	1,737,917	2,359,513	1,598,743	3,571,556	54,309,149	58,568,000	92.7%
2041 (Est)	1,788,766	1,788,766	2,453,999	1,635,099	3,769,466			
Totals	8,972,080	29,611,672	38,583,751	31,102,448	7,481,304	7,481,304		
Efficiency in 20 Year Amortization						2,516,324		
25 Year Savings						325,274	Avg Annual Savings	

Notes

1. Projections assume payroll growth at 3.5% for police officers. If the payroll were to grow faster (i.e. through a growth in the active police force) additional contributions are needed.
2. The contribution reflects the actual contributions anticipated during the fiscal year, based on an Actuary's report from a prior valuation date. For example, the 2018 contributions shown are the estimated Actuary results from the 4/30/2016 tax levy. Contribution amounts are assumed to be made.
3. Actuarial liability is driven by the makeup of the population and actuarial assumptions. Assumptions are from the 4/30/2016 Actuary's report.
4. No legislative changes have been considered.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: CDBG/HUD agreement with City of Urbana	DEPARTMENT: Administration
AGENDA SECTION:	AMOUNT: \$4,129.22
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: 05/02/2017
<p>SUMMARY HIGHLIGHTS:</p> <p>With the departure of Mike Loschen our current staff is taking over some of his prior responsibilities as the Community Development Director. The duties we have assumed partially include administering the enterprise zones, updating the quarterly HUD reports and overseeing portions of the rental rehab program. However, due to the complexity of the HUD program and the amount of reports required to submit we will need some additional resources until a full-time replacement can be found.</p> <p>For the past few weeks our team has been meeting with staff from the City of Urbana. They participate in the same HUD program, but on a larger scale. Currently they have the technical expertise and staff available to assist us in some areas. I am proposing that Rantoul enter into a 1-year agreement for the following set services:</p> <ul style="list-style-type: none"> • submission of the Village of Rantoul’s Consolidated Annual Performance and Evaluation Report (CAPER) • Assistance with CDBG management services <p>I have attached a copy of the proposal for your review. The fees for this agreement will be \$4,129.22. Any additional assistance needed will be performed as needed and billed on an hourly basis. The contract will be paid out of our Rental Rehab Fund. This is a good plan and will help us get through the next 9 months until I find a permanent staff replacement.</p>	
RECOMMENDED ACTION: I recommend approving the intergovernmental agreement with the City of Urbana	
DEPARTMENT HEAD APPROVAL:	VILLAGE ADMINISTRATOR: Jeffrey Fiegenschuh, Administrator

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
URBANA AND THE VILLAGE OF RANTOUL REGARDING MANAGEMENT OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

This Intergovernmental Agreement is entered into this ____ day of _____, 2017 by and between the City of Urbana and the Village of Rantoul (collectively, the “Parties”).

WHEREAS, City of Urbana (hereafter, the “City”) is a municipal corporation, a body politic, and a home rule unit of government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Village of Rantoul (hereafter, the “Village”) is a municipal corporation, a body politic, and a home rule unit of government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Parties receive separate annual allocations of Community Development Block Grant (hereafter, CDBG) funds from the U.S. Department of Housing and Urban Development; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois, 1870, provides authority for local governments to contract or otherwise associate among themselves to obtain and share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5ILCS220/1-220/9) also provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Village requires temporary administrative assistance to successfully and appropriately use its allocation of CDBG funds; and

WHEREAS, the City and the Village seek to enter into an arrangement in order to meet the Village’s short-term administrative needs while ensuring that the City is appropriately compensated for the labor of and services provided by its staff; and

WHEREAS, City staff has the ability, capacity, competency, knowledge, and experience to provide assistance to the Village in connection with management of the Village’s allocation of CDBG funds.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and the Village hereby agree as follows:

Section 1. CDBG Management Services. The City will provide administrative services related to grant requirements associated with the Village's receipt and use of the Village's CDBG funds pursuant to the terms and conditions as set forth herein.

Section 2. Scope, Billing and Payment. The required scope of the agreement will involve flat fees for ramp-up and familiarization of City staff with the Village's context, as well as submission of the Village of Rantoul's Consolidated Annual Performance and Evaluation Report (CAPER). The payment rates and more detailed description of activities to be undertaken for the required scope of services are detailed in Schedule A, which is attached hereto and incorporated by reference herein. The optional scope of this agreement would involve City staff working on additional CDBG-related tasks and being reimbursed in accordance with the rates established in Schedule B, which is attached hereto and incorporated by reference herein. Responses to any comments on the CAPER from the U.S. Department of Housing and Urban Development, or any other activities undertaken related to the CAPER following its submission, can be undertaken by the City under the optional scope of this agreement. City of Urbana staff will be reimbursed based on the hourly rates presented in the table in Schedule B. If the optional scope is utilized, The Village will identify in writing for the City the administrative tasks related to the Village's CDBG program that will be undertaken by the City. On the first work day of each month that the City has provided service, the City will submit to the Village an invoice for the services rendered in connection with administering the Village's CDBG program the preceding month.

Section 3. CDBG Management Services Data. Upon request, the City will provide a detailed report of administrative services rendered to the Village. The City will provide said report within seven (7) days of the Village's written request for such report. Said requests will be limited to one (1) per month.

Section 4. Contact Information. The primary contact for the City will be Community Development Director/City Planner Elizabeth Tyler, or her successor. The primary contact for the Village will be Village Administrator Jeffrey Fiegenschuh, or his successor.

Section 5. Default and Cure: In the event that either Party believes that the other Party has defaulted on its obligations with any term, provision or covenant contained in this Agreement, the grieving Party shall give written notice to the other Party identifying the Section of the Agreement which it believes has been breached and specifying, in reasonable detail, the

nature of the breach The Party receiving the notice shall have fourteen (14) days in which to either cure the alleged breach or provide a written response which either states that a cure may not be completed within the aforesaid fourteen (14) day period and which states the date of commencement and anticipated completion of such cure or which states why the recipient of such notice believes it did not breach this Agreement. In the event that the Parties cannot resolve the dispute, either Party may terminate this Agreement by providing written notice to the other party which advises that the Agreement shall be deemed terminated on the thirtieth (30th) day of the date of such notice of termination. Upon termination, neither party shall have any further obligation to the other. In the event of any breach, any amounts due and owing by the Village to the City for CDBG management services shall become immediately due and owing and such termination shall not constitute a waiver of the City's right to receive or collect those amounts.

Section 6. Term: This Agreement shall be effective as of the date of its execution by the last of the parties to approve it and shall remain, and continue in full force and effect for nine (9) months.

Section 7. Miscellaneous:

Indemnity: Each Party agrees to indemnify, defend and hold harmless the other Party and its officers, agents, and employees from and for any and all losses, costs, expenses, demands, claims, causes, causes of action, judgments, and liabilities sustained and/or alleged to have been sustained in connection with, as a result of, and/or arising out of the intentional, willful, wanton, or gross negligence or negligent act or omission of the other Party in connection with the performance or undertaking of any obligation provided for in this Agreement. This indemnity, duty to defend and hold harmless covenant shall not be deemed, construed or interpreted as requiring a Party to indemnify, defend or hold harmless a Party for that Party's own intentional, willful, wanton, gross negligent, or negligent act or omission. This covenant shall survive and remain in full force and effect following the expiration and/or termination of this Agreement.

A. Notices: Any and all notices required to be given by this Agreement shall be given in the following means and any such notice shall be deemed effective as hereinafter provided:

- i. If by First Class U.S. Postal Service: Any and all notices sent by U.S. Postal Service shall be sent via First Class mail, registered or certified mail with return receipt requested. If any notice is placed in a properly addressed and stamped envelope, such notice shall be deemed effective five (5) business days after the date of placement with the U.S. Postal Service.
- ii. If by facsimile transmission: Any and all notices sent by facsimile transmission shall be deemed effective the day after the date of transmission but only if the sending fax machine provides a written acknowledgement that the transmission was properly sent to the recipient Party's facsimile telephone number and received by the recipient Party's fax machine. If any one of the immediate afore-stated conditions is not met, the notice shall be deemed ineffective.
- iii. If sent by overnight courier service: Any and all notices sent by overnight courier service shall be deemed effective the date after delivery of such notice but only if the said courier service provides or otherwise makes available a tracking of the delivery of such notice which tracking shall include the date and time when such delivery to the recipient Party was made.
- iv. If by personal service: Any and all notices which are personally served on the recipient party shall be deemed effective the day after delivery is made but only if the person delivering any such notice executes an affidavit which states the date when such personal delivery was made.

B. Record Keeping: The Parties agree to keep and maintain any and all records and documents created in connection with the management of CDBG funds. Such records shall be kept and maintained in accordance with the State Records Act (5 ILCS 160/1 *et seq.*).

- C. Severability: If any term or other provision of this Agreement is declared by a court or administrative agency of competent jurisdiction to be invalid, illegal or incapable of being enforced, all other conditions and provision of this Agreement shall nevertheless remain in full force and effect so long as the economic, financial, or legal substance of these transactions contemplated hereby is not affected in any manner materially adverse to either party. Notwithstanding the immediate foregoing, if in any such proceeding one Party's performance under this Agreement is declared to be unenforceable by the other Party, then this Agreement shall be deemed to automatically terminate with such termination date to be effective on the date when such declaration, finding, order, or decree is entered.
- D. Entirety of Agreement: This Agreement constitutes the entire agreement between the parties; it supersedes any prior agreement or understanding between them, oral or written, with respect to the matters addressed herein, all of which are hereby canceled.
- E. Amendment or Modification: This Agreement may not be amended or modified except by an instrument in writing signed by both Parties.
- F. Waiver: Any waiver or release by one Party of the other Party in connection with that Party's performance of any term, condition or covenant contained in this Agreement shall be deemed effective only if such waiver is contained in a writing signed by the Party granting such waiver. Any waiver, other than as provided in the immediate aforesaid sentence, shall not be deemed, construed, or interpreted as a waiver or release of any other term, condition or covenant contained in this Agreement.
- G. Execution in Counterparts: This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- H. Government Law and Jurisdiction: The laws of the State of Illinois shall apply to any construction, interpretation, enforcement, or action for breach of this Agreement. In

the event that any action is filed which seeks to interpret, enforce or declare breach of this Agreement, any such action shall be filed and maintained in the Sixth Judicial Circuit of the Circuit Court, Champaign County, Illinois.

- I. Representations and Warranties of Village to Execute: The Parties represent and warrant that the person executing this Agreement on the respective Party's behalf is duly authorized to do so.

IN WITNESS WHEREOF, the City of Urbana and the Village of Rantoul have caused this Agreements to be executed and delivered as of the date first set forth above and in the cover page hereof.

For the City of Urbana:

For the Village of Rantoul:

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Schedule A: Proposed Scope of Services and Cost Estimate

Scope of Services

The following tasks will be undertaken as part of the required scope of this agreement:

- Ramp-up and familiarization with local context
 - Meet with local officials and/or partner agencies
 - Examine and gather relevant data
 - Study recently completed and on-going community development projects
 - Setup the Integrated Disbursement and Information System (IDIS)
 - Perform other activities necessary for completion and submission of the CAPER
- Completion of the Consolidated Annual Performance and Evaluation Report (CAPER)
 - Input required CAPER narratives and data into IDIS
 - Hold public comment period and collect responses for draft CAPER
 - Submit CAPER within IDIS by due date

Cost Estimates

Items	Estimated Costs
<p><i>Ramping-Up and Familiarization</i></p> <p>Estimated staff time requirements</p> <ul style="list-style-type: none"> • Grants Management Division Manager: 10 hours (\$53.95/hr) • Community Development Coordinator: 10 hours (\$41.20/hr) • Grants Compliance Specialist: 15 hours (\$35.02/hr) • Community Development Associate: 15 hours (\$35.02/hr) 	<p><i>\$2,002.10</i></p>
<p><i>CAPER Completion</i></p> <p>Estimated staff time requirements</p> <ul style="list-style-type: none"> • Grants Management Division Manager: 10 hours (\$53.95/hr) • Housing Rehab Coordinator: 1 hour (\$42.82/hr) • Community Development Coordinator: 37.50 hours (\$41.20/hr) • Grants Compliance Specialist: 1 hour (\$35.02/hr) 	<p><i>\$2,127.32</i></p>
Total:	\$4,129.42 flat fee

Responses to any comments from the U.S. Dept. of Housing and Urban Development, or any other activities undertaken related to the CAPER following its submission, can be undertaken by the City of Urbana under the optional scope of this agreement. City of Urbana staff will be reimbursed based on the table in Schedule B.

Schedule B: Hourly Rates for Additional Services

Position	Hourly Rate*
Grants Management Division Manager	\$53.95
Housing Rehab Coordinator	\$42.82
Community Development Coordinator	\$41.20
Grants Compliance Specialist	\$35.02
Community Development Associate	\$35.02
Grants Management Intern	\$17.51

*Hourly rates may be adjusted by up to 5% on annual basis starting July 1st

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

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ITEM: EDA Revolving Loan Guidelines Update	DEPARTMENT: Administration/Economic Development
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: 05/02/17

SUMMARY HIGHLIGHTS:

For our new board members the village offers a revolving loan program through the Economic Development Administration. This program is set up to offer low interest loans to new and existing businesses for the sole purpose of job creation and retention. A brief history is below:

In September, 1993, the United States Air Force closed Chanute Air Force Base which is located entirely within the boundaries of Rantoul, Illinois. The Air Force hired civilian personnel- from the area for over 75 years. The impact on the Rantoul economy included the loss of 2,665 base employees, of which 1,040 lived off base. This loss translated into a 10% increase in local unemployment at the time of base closure. In addition, the University of Illinois estimated that Chanute Air Force Base contributed directly to 25% of the total economy. Many additional service sector jobs were lost and never returned due to this loss, especially in the retail restaurant, construction and automobile sales establishments. These industries depended on military and civilian personnel and their dependents for reoccurring business. Decreased activity for these industries has eroded and not returned to their previous 1993 levels. This has caused a large erosion of property values in Rantoul. These stagnant values continue to erode the tax base for the school districts and other taxing bodies, which has led to a stagnant economy in Rantoul with higher than average poverty rates and the highest consolidated property tax rate in the county.

The Village of Rantoul was approved for an EDA revolving loan in the amount of \$1,200,000 in 1993, with an emphasis on recruiting and retaining industrial and commercial jobs. As part of its original grant agreement, the village was required to update its Revolving Loan Fund (FLD) guidelines every 5 years. Unfortunately, the village never did this and now is at risk of losing the program all together.

Last year the village seriously considered pulling out of the program and transferring its share of the loan proceeds (up to \$450,000) into the micro loan program. Ultimately, we decided to the best option was to keep the program, update the guidelines and devise a new marketing plan. Since 2010, the village has had 4 loans funded for a total of \$888,000. The most recent loan was to Noble Hospitality in the amount of \$250,000. Although this sounds like a significant amount, the loan requires that at any given time the village have at least 75% of the original amount loaned out. The village has not been able to meet this requirement and continues to have about 60% of the funds lent out.

As part of our efforts to secure this loan for another five years the village needs to update its RLF guidelines. Last month we issued an RFQ (Request for Qualifications) from qualified

firms with experience in this area. The submission deadline was April 21st at 5:00pm. As of that time we received 2 submissions. A copy of both RFQs is attached to this staff report for your review.

Below are links to other supporting documents that are too large to include in this packet. They include the original 1993 RFL plan and a copy of the EDA checklist for this program.

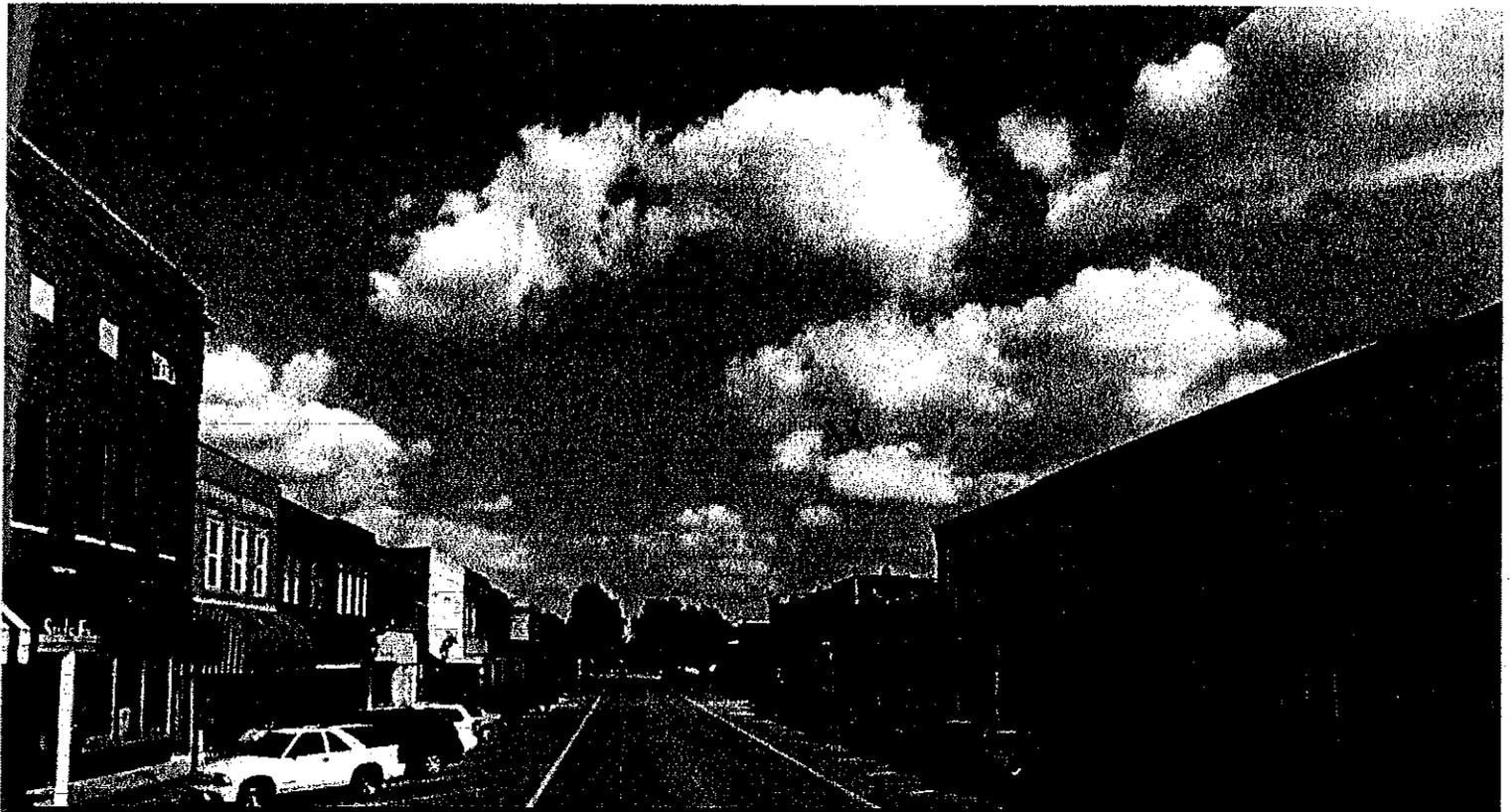
[Rantoul RLF Plan 1993](#)
[EDA Checklist](#)

Time is critical for this project. The EDA gave the village approximately 90 days to get the guidelines updated, but also required that we go through the federal procurement process to select the eligible firm. The firm we are recommending is the Regional Planning Commission and a copy of their proposal (along with Moran Associates) is included with this report. Although this is an RFQ and the major reason for the selection is based on the firm's qualifications, the RPC's proposed fee of \$6,270 is the lower than the other proposal. This is below my spending authority, however the EDA requires the board approve the agreement as part of their procurement process. The fees for the services will be paid out of the EDA revolving loan fund account.

RECOMMENDED ACTION: Approve the ordinance amending the revolving loan program to include the new guidelines as recommended by the committee

DEPARTMENT HEAD APPROVAL:

VILLAGE ADMINISTRATOR:
Jeffrey Fiegenschuh, Administrator



Village of Rantoul

Response to RFQ:

EDA Revolving Loan Program

Updating Revolving Loan Fund Guidelines

APRIL 18, 2017



CHAMPAIGN COUNTY
REGIONAL PLANNING
COMMISSION

Champaign County Regional Planning Commission
Department of Planning and Community Development
1776 East Washington Street, Urbana, IL 61802
Phone (217) 328-3313 www.ccrpc.org

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CHAMPAIGN COUNTY
REGIONAL PLANNING
COMMISSION

ADMINISTRATIVE OFFICES

1776 East Washington Street
Urbana, IL 61802
Phone 217.328.3313
Fax 217.328.2426
www.ccrpc.org

April 18, 2017

Jeffrey Fiegenschuh
Village of Rantoul Administrator
333 S. Tanner
Rantoul, IL 61866

Mr. Fiegenschuh:

The Champaign County Regional Planning Commission (CCRPC) would be pleased to have the opportunity to work with the Village of Rantoul in updating its EDA Revolving Loan Program Guidelines. CCRPC has extensive Revolving Loan Fund experience, and would work closely with Village of Rantoul officials to prepare the program updates.

CCRPC is an intergovernmental membership organization that was formed in 1966. We have provided planning services and training to other Illinois government agencies, counties, and municipalities throughout the State of Illinois. As a regional organization, we are invested in Champaign County and have area-specific knowledge, experience, contacts, and data. Our contracts cover our costs and we do not seek profit, so that we can offer high-quality deliverables at lower costs and customize the scope of our work to adjust project costs as necessary. Our staff has strong educational backgrounds, cutting-edge technology, and our existing relationship with the Village of Rantoul will provide a strong foundation for this initiative. With our commitment to the region and directly related experience, we believe our team will be a great asset to the Village of Rantoul.

We greatly appreciate your consideration of our proposal. If you have any questions about our proposal, please contact Rita Morocoima-Black, CCRPC Planning and Community Development Director at (217) 328-3313 or via email at rmorocoi@ccrpc.org.

The Planning and Community Development division would perform the tasks outlined in the scope. Our team is committed to completing the work with accuracy, excellence, and efficiency. Please let us know if you have any questions, and we look forward to hearing from you.

Sincerely,

Elizabeth Murphy
Interim Chief Executive Officer

AGENCY & DIVISION OVERVIEW

CCRPC is an intergovernmental membership organization that provides and administers a variety of planning, economic development, early childhood education, and other community services for Champaign and surrounding counties. Since 1966, CCRPC has worked to bring fresh ideas, innovative technology, and original solutions to our community and our clients. We have established positive and productive working relationships among our member agencies, local residents, and local agencies by providing them with high-caliber, cost-effective services.

CCRPC operates with a staff of approximately 220 employees on an annual operating budget of about \$23 million, largely comprised of federal and state grants and programs. As a multi-purpose agency, CCRPC delivers 100 different programs and services, and partners in many locations around the State of Illinois.

The Planning & Community Development (PCD) Division of CCRPC has a staff of 11 full time employees and 6 part time interns working on a wide range of programs from comprehensive planning to geostatistical analysis to business finance. We specialize in community planning, zoning ordinances, hazard mitigation planning, corridor studies, land resource management, transportation planning, economic development, financing, sustainability planning, and customized community engagement methods.

We integrate superior data and information analysis into our projects and we look forward to sharing our data and findings as tools that can facilitate future decision-making and plan implementation in the Village of Rantoul. The following page outlines the background and expertise of the CCRPC team for Rantoul's update of the EDA Revolving Loan Fund guidelines.

RELATED HISTORY

2011	IRP Loan Program	CCRPC began an IRP (Intermediary Relending Program) Revolving Loan Fund through borrowing funds from the US Department of Agriculture
2004	EDA District	CCRPC was given official approval for operating the regional economic development district that had been working since 1999; and received matching funds
1991	CDC Loan Program	CCRPC began a CDC (Community Development Corporation) Revolving Loan Fund Program through local member banks, CCRPC funds, and the State of Illinois
1987	Housing Rehab Loan Program	CCRPC began a Housing Rehab Loan Program through US Department of Housing and Urban Development HOME funds
1984	Grant Writing	CCRPC staff began assisting local communities in applying for and administering grants from infrastructure improvement programs including CDAP and EDA
1984	CSBG Loan Program	CCRPC began a CSBG (Community Services Block Grant) Revolving Loan Fund Program through US Department of Health and Human Services funds from the State of Illinois
1983	CDAP Loan Program	CCRPC began a CDAP (Community Development Assistance Program) Revolving Loan Fund through the US Department of Housing and Urban Development CDBG (Community Development Block Grant) funding from the State of Illinois

TEAM MEMBERS

ELIZABETH MURPHY

Interim Chief Executive Officer, Project Oversight

Ms. Murphy has over 30 years of experience in financial management of the CCRPC. She began as Budget Director, before being promoted to Finance Director, followed by promotion to Chief Operating Office; and is most recently the Interim Chief Executive Officer of CCRPC. She manages in excess of \$23 million Federal, State, and local contracts, oversees a staff of 220 employees, and

has had positive financial and compliance audits over those 30 years.

Ms. Murphy holds a Master Degree in Business Administration from the University of Illinois, and a Bachelor of Science Degree in Journalism from the University of Illinois.

RITA MOROCOIMA-BLACK

Planning & Community Development Director, Project Oversight

Ms. Black has over 30 years of experience in project management and budgeting for community development, transportation planning, and engineering projects. Her time with CCRPC has resulted in significant recommendations and ensuing changes to the local area transportation system in terms of alternative transportation modes, roadway geometries, crosswalk

design, implementation of Accessible Pedestrian Signals, and how land use and the transportation system are interrelated.

Ms. Black holds a Masters Degree in Civil Engineering from the University of Illinois and a B.A. in Urban Planning from Universidad Simon Bolivar in Venezuela.

KATHY LARSON

Economic Development Specialist, Project Lead

Ms. Larson has over 16 years of experience in economic development. She coordinates economic development initiatives and incentives at CCRPC; and manages multiple financing programs, which have included 140 loans totaling \$14.8 million. Her prior experience includes coordination for the East Central Illinois Economic Development District; management of the Champaign County Employees' Credit Union; coordinating product partnerships for Wolfram Research;

administering economic development programs for the City of Urbana; and directing the Urbana's Farmer's Market, known as Market at the Square.

Ms. Larson holds a Bachelor of Science Degree in Business Administration from the University of Illinois College of Business, and an Economic Development Finance Certification from the National Development Council.

RELEVANT EXPERIENCE

COORDINATION WITH U.S. ECONOMIC DEVELOPMENT ADMINISTRATION (EDA)

CCRPC coordinated with EDA on application and management of the East Central Illinois Economic Development District (ECIEDD) from 1999 through 2013. The ECIEDD included 6 counties: Champaign, Douglas, Ford, Iroquois, Piatt, and Vermilion.

Through CCRPC's leadership, the ECIEDD provided a variety of events for the region that focused on topics such as economic development incentives, financing, economic gardening, clusters, infrastructure, industry compliance, and resource networking. The district also provided many reports of data analysis, economic impact modeling, and multiple Comprehensive Economic Development Strategies (CEDs). The CEDs included specific demographics about Rantoul, along with data related to the Chanute Air Force base.

Under an administrative contract with ECIEDD, CCRPC staff provided all managerial, administrative, and financial support for the district; and compiled data analysis internally. CCRPC staff also worked diligently with the 6 counties and EDA regional management for maintaining compliance and match funding.

In addition to the ECIEDD, CCRPC has also assisted many communities in applying for infrastructure funding from EDA.

REVOLVING LOAN FUND ADMINISTRATION

CCRPC has managed multiple revolving loan funds since 1983. To date, CCRPC has disbursed over 441 loans of over \$28 million throughout Champaign County and surrounding communities. A majority of the loan funds are designated for commercial and industrial projects; while additional projects have included government infrastructure and housing rehabilitation projects. The funds that CCRPC utilized for initial capitalization of these financing programs have been combinations of grants and loans from state, federal, and local resources. These programs include clients and eligible projects within the Village of Rantoul, which encompasses the area of the Chanute Air Force Base.

In the course of administering the loan portfolios, CCRPC handles the entire process of the loan process, including: marketing/promotion of the programs; application processing; credit analysis; underwriting; loan committee coordination and presentations; loan documentation creation; securing collateral; loan disbursements; client relationships; loan modifications; loan workouts; fiscal management; reporting to local, state, and federal agencies; routine audits and reviews by local, state, and federal agencies; loan collections; and coordination with legal counsel on civil cases when needed.

For many years, CCRPC has also assisted other communities with administering various aspects of their revolving loan funds.

PROGRAM COMPLIANCE

CCRPC is very experienced in working with local, state, and federal agencies for programs throughout Planning, Economic Development, Transportation, Head Start, LIHEAP, Home Weatherization, Workforce Development, Youth Assessment, Rental Assistance, Independent Services, Youth Assessment, Senior Services, Housing Services, and Court Advocacy.

CCRPC staff manages operations and compliance for over 100 funding contracts, and works with over 30 regulatory agencies.

PROJECT APPROACH

CCRPC is proposing a comprehensive, relevant, and compliant approach to updating the Village of Rantoul's EDA Revolving Loan Fund Guidelines.

COMPREHENSIVE

CCRPC staff members excel in producing detailed and inclusive reports and documents, while using comprehensive knowledge and expertise in approaching the data needed. This comprehensive approach has been utilized by CCRPC on projects ranging from community planning and economic development plans to ordinances, reports, funding applications, and revolving loan strategies.

RELEVANT

Rantoul's EDA Revolving Loan Fund Guidelines should be a reflection of the Village's goals and future vision. This update will provide a framework for the program to function in a way that is responsive to positive change and future opportunities.

Throughout the process, CCRPC staff will check in with Village staff (in person, over email, and over the phone) to ensure the guidelines and final product match the Village's viewpoints and expectations.

COMPLIANT

CCRPC staff is very experienced in completing projects with extensive requirements, complex regulations, and a multiple perspectives involved. Throughout the process, CCRPC staff will work closely with the Village of Rantoul to ensure that all aspects of the Village's intent are incorporated; while adhering to EDA regulations.

We believe CCRPC is uniquely suited for meeting Rantoul's needs. Our approach, combined with our educational background, experience in managing and reporting on revolving loan funds, and EDA-related experience will provide compliant, relevant, and comprehensive RLF guidelines that will help the Village work toward its goals for the future.

Client References

Brian Moody
Executive Director
Tuscola Economic Development
214 North Main
Tuscola, IL 61953
217-253-2552
brian.moody@tuscola.org

Seamus Reilly
Vice President for Institutional Advancement
Parkland College
2400 West Bradley Avenue
Champaign, IL 61822
217-353-2170
sereilly@parkland.edu

Matt Harris
Business Programs Specialist
Rural Development
U.S. Department of Agriculture
2118 West Park Court
Champaign, IL 61821
217-403-6211
matthew.harris@il.usda.gov

Brice Hutchcraft
Vice President of Commercial Banking
First State Bank
101 Windsor Road
Champaign, IL 61820
217-239-3000
bhutchcraft@fsbcorp.com

SCOPE OF WORK

Task 1. Update the Revolving Loan Fund Strategy

1. Consult with the Village to update the cause, nature, and scale of the economic adjustment problems and economic distress to be address by the RLF.
2. Work with the Village to identify the plans developed to deal with the economic adjustment problems, economic distress, and elements of the Comprehensive Economic Development Strategy (CEDS).
3. Confirm with the Village how the RLF will be used to support specific economic adjustment activities in the CEDS for the area.
4. Confer with the Village to identify objectives of the Business Development Strategy for Rantoul.
5. Identify the appropriate characteristics of the business in the economic sectors targeted by the Business Development Strategy that the RLF would target as prospective borrowers.
6. Summarize the types of assistance that would be needed by the targeted businesses.
7. Summarize the other programs and activities undertaken by the public sector and/or local economic development organizations to address the needs of the targeted businesses.
8. Consult with the Village to determine the type of financing needs and opportunities for target businesses.
9. Provide an assessment of the local capital market discussing the area's financial needs. Discuss the impact this condition has had on the area's economic and business development activities; and the availability of public and private financing.
10. Confer with the Village regarding the financing niche that Rantoul's RLF will fulfill, types of businesses, types of financing, and terms of financing.
11. Confirm the Village's prospective lending policies including: the geographic lending area, eligible borrowers, allowable lending activities, prohibited lending activities, loan size, interest rates, terms, fees, equity, collateral, moratoria, start-up policies, working capital, and requirements to show that private capital is not available for the project.
12. Work with the Village to determine the targeted percentage of RLF investments by categories.
13. Provide the private sector leverage minimum ratio for the RLF.
14. Confirm with the Village regarding the RLF's minimum job/cost ratio.
15. Summarize the RLF loan selection criteria to include consistency with the RLF Plan, capitalization of existing regional assets, economic benefits, industry clusters, private investment, and employment impact.
16. Confer with the Village to determine how the RLF will be evaluated, staff responsibilities, plans for updates of the plan, and comprehensive program review.

Task 2. Update the Revolving Loan Fund Operational Procedures

1. Confirm with the Village to identify the responsible parties for marketing the RLF, business and advisory services, environmental reviews, loan processing, loan closings, loan servicing, and organizational administration.
2. Work with the Village to determine the Loan Administration Board size, experience and occupational requirements, process for appointing members, terms of service, and quorum requirements.
3. Confer with the Village regarding how a conflict of interest will be dealt with, and include EDA's conflict of interest regulations.
4. Based on Rantoul's goals and EDA guidelines, provide a checklist of items required from every RLF loan applicant.
5. Coordinate with Rantoul to provide the process and procedures for credit and financial analysis of each loan, and to address the requirements of credit reports, collateral, equity, appraisal, and bank confirmations that traditional financing is not available for the project.
6. Confirm with the Village regarding how the environmental reviews will be categorized, processed, and completed. Details will include determination of adverse environmental impact, floodplain, wetland, historic status, and hazardous materials on site.
7. Provide a summary of the loan write-up requirements.
8. Work with Rantoul to update the procedures for loan approvals and handling of loan requests.
9. Confer with the Village to update the loan closing documents and requirements, loan agreement provisions, and loan disbursement procedures.
10. Coordinate with the Village to provide loan servicing procedures regarding repayment, monitoring, files, employment, defaults, and write-offs.
11. Confirm with the Village regarding administrative procedures concerning accounting, administrative costs, capital utilization and sequestration, reporting to EDA, and engaging an annual audit.

PROJECT SCHEDULE

May – June 2017 (2 months)

CCRPC project team to perform preliminary work:

- Meet with Village of Rantoul staff and/or officials to discuss preliminary plan, finalize scope of work, and project expectations
- Review existing RLF guidelines and discuss desired changes for the program

CCRPC project team to revise existing content, develop and propose new content:

- Revise and update each section of the program guidelines, and create additional content as appropriate
- Perform section by section review of the updates for adherence to Village goals and EDA regulations
- Present final report to Village Staff and Village Board of Trustees

PROJECT BUDGET

Deliverables	Description	Hours			Cost
		Project Lead	Director	CEO	
Overview	Review and coordination: discuss goals and input with Village Staff regarding RLF plan, desired changes, and overall RLF strategies/procedures	6		1	\$ 360.00
Draft Updated Plan	Revise, update and add data to RLF program guidelines; ensure compliance with goals and regulations	81	1	1	\$ 5,100.00
Deliverables	Presentation to the Village Staff and Board of Trustees 5 copies of the completed draft to the Village	4	1		\$ 240.00
Total Personnel					\$ 5,700.00
10% Contingency					\$ 570.00
Total Provided by CCRPC					\$ 6,270.00

Billing Rate for work requested outside the final scope \$60/hr



Request For Qualifications Response
Village of Rantoul
EDA REVOLVING LOAN PROGRAM
April 7, 2017

MORAN

ECONOMIC DEVELOPMENT

MORAN

ECONOMIC DEVELOPMENT

April 10, 2017

Jeffrey A. Fiegenschuh
Village Administrator
Village of Rantoul
333 S Tanner
Rantoul, IL 61866

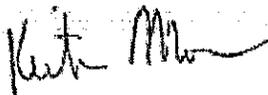
Dear Mr. Fiegenschuh:

Our firm is submitting this Proposal for Technical Services in regards to the Request for Qualifications (RFQ) for updates to the original EDA Revolving Loan Fund Guidelines and Plan we received from the Village of Rantoul. Our firm specializes in the creation and updating of economic development programs for municipalities, and we are confident that we can provide the Village with the services it desires.

In this packet you will find information about our firm, including our background and experience, staff resumes, a list of recent projects, information on our services as they relate to completing the described scope of work, references, and cost of services. In addition, an agreement for technical services is also included. We believe the information provided highlights our qualifications to complete this project, but if you have any questions or concerns, please do not hesitate to contact us.

In closing, our firm is prepared to work with the Village to update the EDA Revolving Loan Fund Guidelines and Plan, as well as assist in creating new strategies, policies, operating rules and administrative procedures for operating the RLF. Please do not hesitate to contact us if you require any additional information or have any questions.

Thank you,



Keith Moran
President
keith@morandevlopment.com
618-307-9100

MORAN ECONOMIC DEVELOPMENT BACKGROUND AND EXPERIENCE

Project Staff

Keith Moran, President

Keith formed Moran Economic Development in June 2009. Prior to the creation of Moran Economic Development, he served as the majority owner of Development & Municipal Initiatives (DMi) an economic development and planning firm. Keith also is a former Account Manager for the Illinois Department of Commerce and Economic Opportunity. Keith managed negotiated and facilitated economic development and redevelopment projects throughout the State of Illinois. He participated in and conducted negotiations with real estate interests regarding State assistance in hundreds of development projects. He analyzed market feasibility, public and private financing options, project revenues and expenses, project cost, related public improvements and other variables associated with public/private development projects. He also prepared written proposals for presentation to developers, businesses, community groups, and elected officials. Finally, Keith served as a central point of contact for businesses, developers and contractors regarding site identification, development review processes and financial assistance programs.

In the areas of marketing and networking, Keith understands the business climate of Illinois having worked as a state economic development representative and former political advisor. He has a working relationship with many of the key political figures throughout the State and an understanding of how development opportunities get funded at both the state and federal levels. His work with many different economic development groups and communities has enabled him to learn what works in terms of marketing and developing a building and site location or community. Keith has played a major role in many of the new jobs created in Illinois over the last few years and the retention of businesses that threatened to close or move from our State.

Accomplishments:

- Illinois Tax Increment Association Board of Directors Member (ITIA)
- Local Government Advisory Board Member- Illinois Comptroller
- Illinois Enterprise Zone Association Member
- Illinois Development Council Member
- Illinois Business Journal Rising Star in Business- 2007
- Basic Economic Development Graduate
- Edwardsville Township Trustee
- Finance Chairman, Library Board of Trustees Edwardsville, Illinois
- Certified Mediator / Certified Facilitator
- Distinguished Service Award Madison County Probation 2000

Recent Speaking Engagements:

- "Winning Community Support for Your TIF Project." Illinois Tax Increment Association (ITIA) Fall Conference; Chicago, Illinois
- "Business District Development Act" Southern Illinois Mayor's Association; Mt. Vernon, Illinois
- "Identifying Funding Sources in a Challenged Economy" Illinois Tax Increment Association (ITIA) Spring Conference; Fairview Heights, Illinois
- "Using Special Economic Development Financing Tools" Southern Illinois University Edwardsville – Principles & Practices of Community Economic Development

several City-based and County-based Comprehensive Plans and administrates many of the firm's ongoing relationships with communities and developers.

Education:

- Bachelors of Science, Business Administration with emphasis in Marketing and Management, University of Missouri-Columbia
- Regional Economic Development Workshop, Southwestern Illinois College
- Creation/Implementation Comprehensive Planning Workshop, University of Missouri St. Louis

Jorgia Pitzer

Jorgia is the newest Associate at Moran Economic Development. Before joining Moran Economic Development, Jorgia attended Southern Illinois University Edwardsville, where she obtained her Bachelor of Science in Economic and Political Science, as well as her Master's degree in Public Administration. Before graduating with her MPA, Jorgia served as an intern with Moran Economic Development. Upon completion of her degree, she joined MED full time as an Associate.

Education:

- Master of Public Administration, Southern Illinois University Edwardsville
- Bachelor of Science, Economics, Political Science, Southern Illinois University Edwardsville

Team Structure

In reference to the scope of work required for this project, Keith will serve as the lead point of contact between Moran Economic Development and the Village. He will oversee all work done and present the final report to the Village of Rantoul Board of Trustees and Staff. As necessary, Jared will be responsible for producing any maps, graphics, or GIS related visuals that add value to the required deliverables. Jake and Jorgia will be responsible for updating the content of the Village's RLF Plan in accordance with all EDA regulations and the RLF Standard Terms and Conditions, as well as creating new strategies, policies, operating rules, and administrative procedures that will be incorporated into the program.

Project: Rantoul Enterprise Zone Application Assistance
Contact: Mr. Jeffrey Fiegenschuh, Village Administrator of the Village of Rantoul
Phone: (217) 892-6801

Project: Clinton County Enterprise Zone Application Assistance
Contact: JoAnn Hollenkamp, City Administrator of the City of Carlyle
Phone: (618) 594-2468

Synopsis: The State of Illinois recently overhauled the Illinois Enterprise Zone program, resulting in openings for new municipalities and counties to obtain Enterprise Zone designations. As part of the changes to the program there is a new application that entities must complete in order to be considered for designation of a potential Enterprise Zone, which must qualify per the Illinois Enterprise Zone Act (20 ILCS 655/1, *et seq.*). To be deemed eligible for a zone, applications will be measured according to 10 criteria: unemployment; job creation and investment; poverty; abandoned coal mines, brownfields or federal disaster declarations; major layoffs or business closures; vacancy rate of industrial and commercial buildings; tax base improvement; public infrastructure improvement plan; career skills programs at high schools and community colleges; and changes in the taxable value of business properties.

Moran Economic Development has extensive experience with the new Enterprise Zone application process, having completed the following applications since the change to the Illinois Enterprise Zone Act:

- Madison County Discovery Enterprise Zone
- Fairmont City/Caseyville/Brooklyn Enterprise Zone
- Mt. Carmel/Wabash County Enterprise Zone
- Clinton County Enterprise Zone
- Olney/Richland County/Newton/Jasper County Enterprise Zone
- Beardstown Enterprise Zone
- Rantoul Enterprise Zone
- Flora/Clay County Enterprise Zone

All of these applications were successful, with each Zone being awarded.

Project Approach

Moran Economic Development will use the EDA guidelines and regulations, as outlined in 13 CFR 307, along with other industry best practices to update the Village's existing Plan and operating procedures. Special care will be taken to ensure that all new strategies, policies, operating rules, and administrative procedures for operating the RLF also align with the views and best interest of the Village.

SCOPE OF WORK

Moran Economic Development will provide the following services:

Advice and consultation to the Village of Rantoul in matters pertaining to the aforementioned update, including, but not limited to:

- a) Assistance in updating the Village's Economic Development Administration Revolving Loan Fund (EDA RLF) Guidelines and Programming per 13 CFR 307;
- b) Guidance in updating/creating the Revolving Loan Fund (RLF) Plan and assist in creating new strategies, policies, operating rules and administrative procedures for operating the RLF;
- c) All updates and changes to be in conformance with all EDA regulations and all RLF Standard Terms and Conditions dated May 1, 2013;

Moran Economic Development will use the EDA guidelines and regulations, as outlined in 13 CFR 307, along with other industry best practices to update the Village's existing Plan and operating procedures. Special care will be taken to ensure that all new strategies, policies, operating rules, and administrative procedures for operating the RLF also align with the views and best interest of the Village.

REFERENCES AND AGREEMENT FOR TECHNICAL SERVICES

Mr. Tom Henderson
Executive Director
Illinois Tax Increment Association/ IEZA
217-523-4905

Mr. Matt Brandmeyer
Madison County, Illinois
618-296-4391

Mr. Terry Beach
Director, Economic Development
St. Clair County, Illinois
618-825-2672

Mayor Jason Ashmore
City of Sesser, Illinois
618-218-1036

Honorable Alan Winslow
Village of Bethalto, Illinois
618-377-8051

Mr. Cody Hawkins
City Manager
City of Mascoutah, Illinois
618-566-2964 ext. 108

Ms. Jo Ellen Seil
City of Grayville, Illinois
618-375-3671

Honorable Larry Bloemker
Village of Hamel, Illinois
618-920-9905

Mr. Timothy Schleper
City of Breese, Illinois
618-526-4495

Mr. Jimmy Morani
City Administrator
City of Columbia, Illinois
618-281-7144 Ext. 122

Honorable Mike McCormick
Village of Godfrey, Illinois
618-466-3324

Mr. Mike Lundy
Executive Director
SWIDA
618-345-3400

Honorable Mark Von Nida
Circuit Clerk
Madison County, Illinois
618-692-6240

Mr. Shawn Rennecker
Director, Economic Development
IREC
217-742-3128 Ext. 165

Mr. Jeff Soer
City of Jerseyville, Illinois
618-498-3312

Mayor Tom Jordan
City of West Frankfort, Illinois
618-218-1127

Ms. Deanna Barnes
Projects Manager
Village of Hartford, Illinois
618-251-2681 Ext. 15

Mr. John Marquart
Village of Shiloh, Illinois
618-632-1022

Mr. Sam Shemwell
City of Herrin, Illinois
618-559-5802

Honorable Rick Gottman
City of Vandalia, Illinois
618-283-1152

Ms. Lisa Peck
Mr. Mark Latham
City of Highland, Illinois
618-654-3592

Mr. Petie Ruch
City of Beardstown
217-323-3110

to provide the above Services. Such expenses shall be billed monthly to the Client at their direct and actual cost to the Consultant.

Potential items not covered by this agreement;

- Creation of a new Tax Increment Financing District
- Business District Establishment
- Comprehensive Plan or Comprehensive Plan Update

Moran Economic Development could implement the above items under a separate agreement with the Village. These items are typically put in place on a flat fee basis.

1. **Termination of Agreement.** If for whatever reason the Village determines that the work should be terminated, the Village will inform Consultant in writing that it wishes to terminate this agreement. The date of termination shall occur upon receipt of the written notice of termination by Consultant pursuant to Section 1.1 of this agreement. The Village will pay Consultant an amount representing the work performed to the date of termination, plus any expenses Consultant incurred by to that date.
2. **Confidentiality; FOIA Requests.** "Confidential Information" means any information which Consultant has designated as confidential in writing or ought to be considered confidential (however it is conveyed or on whatever media it is stored) including information that relates to a party's trade secrets, commercial information, proprietary information, and, private personal information, In the event Village or any (or an authorized representative thereof) receives an FOIA request for documents containing Confidential Information, Village shall notify Consultant of the request. Upon receipt of such notice by email or facsimile, Consultant shall notify Village within two business days whether, and if so why, it believes the requested documents are exempt from disclosure under the applicable FOIA law, or if any portion of the requested documents is exempt from disclosure (and therefore should be redacted) under the Illinois Freedom of Information Act or other applicable rules, laws or regulations.
3. **Not Legal Advice.** Village understands that any information or deliverables Consultant provides to Village in connection with this agreement or the services provided hereunder is not, and should not be relied upon as, legal advice.
4. **Delay.** Consultant shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of Consultant.
5. **Relationship.** Consultant will act under this agreement as an independent contractor, and nothing contained herein will constitute either party as the employer, employee, or representative of the other party, or both parties as joint venturers or partners for any purpose.
6. **Enforceability.** The invalidity or unenforceability of any provision of this agreement does not affect the validity or enforceability of any other provisions of this agreement, which will remain in full force and effect.

CERTIFICATIONS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

- (1) Moran Economic Development certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application 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, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) Where Moran Economic Development is unable to certify to any of the statements in this certification, the firm shall attach an explanation to this proposal.

Certification Regarding Workplace Drug free Requirements

Moran Economic Development certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the project be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment, the employee will—
 - (1) Abide by the terms of the statement; and



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application 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, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name Moran Economic Development

Date 4/10/17

By Keith Moran
Name and Title of Authorized Representative


Signature of Authorized Representative

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Keith Moran, President

Typed Name and Title of Certification Official



Signature

4-10-17

Date

COST OF SERVICES

Moran Economic Development will provide services on an as needed basis and begin only upon written communication from the Village of Rantoul in order to proceed.

Moran Economic Development shall be compensated in accordance with the following schedule of standard hourly rates under this agreement; such rates are exclusive of reimbursable expenses:

Principal \$95.00/hr

Not to exceed ninety (90) total hours or a maximum of \$8,550.

Reimbursable expenses shall consist of actual costs incurred by Moran Economic Development for printing, photographic work, production, delivery charges, travel and any other similar expenses required to provide the above Services. Such expenses shall be billed monthly to the Village at their direct and actual cost to Moran Economic Development.

Potential items not covered by this agreement;

- Creation of a new Tax Increment Financing District
- Business District Establishment
- Comprehensive Plan or Comprehensive Plan Update

Moran Economic Development could implement the above items under a separate agreement with the Village. These items are typically put in place on a flat fee basis.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Management Agreement with Park District	DEPARTMENT: Administration
AGENDA SECTION:	AMOUNT: \$50,000 annually
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: 05/02/2017
<p>For the past several months our team has been working with the leadership of the park district to formalize and agreement to mow and maintain several of the parks. Attached is the proposed management agreement their board approved on April 20th. As a matter of expediency, our staff has been mowing their parks in the interim to keep them looking nice. Highlights from the agreement include:</p> <ul style="list-style-type: none"> ➤ If approved the agreement is for one year ➤ The agreement covers mowing and maintenance of the parks only. Any capital costs will be covered separately by the park district ➤ The agreement is for \$50,000 to be paid in four quarterly payments of \$12,500 to commence on May 15, 2017 ➤ The only parks to be maintained include Wabash Park, Mary Alice Park and Maplewood Drive Park. The other parks are not part of this agreement. ➤ The \$50,000 covers only Mary Alice and Maplewood parks. The village will mow Wabash Park and will be allowed continued usage of the maintenance sheds located at the park. <p>The agreement does not cover the Brook Hill facility. If there is interest from the board in maintaining that park and golf course in the future that will be dealt with through a separate agreement. Our negotiations with the park district went well and both entities look forward to working together again this year to provide good services to our residents.</p>	
<p>Recommended Action: Staff recommends the board approve the management agreement with the park district to retroactively begin May 1, 2017.</p>	
DEPARTMENT HEAD APPROVAL:	VILLAGE ADMINISTRATOR: Jeffrey Fiegenschuh, Administrator

blown from all hard surfaces, i.e. walks, paths, parking lots, shelters. The Contractor is to leave the site in a clean and neat appearance.

B. **Supplies** The Village will supply as reasonably necessary for the maintenance of the Parks all of the following: fertilizer, seed, sod, limestone, weed killer, paint, flowers, etc.

C. **Additional Maintenance Services:** The Village will supply as reasonably necessary for the maintenance of the Parks all of the equipment and labor required to provide the following maintenance services.

1. Pickup and chip all sticks/tree debris and trim trees;
2. Fertilize, seed and vertiquake turf sod; also to provide and apply chemicals as reasonably necessary;
3. Maintain irrigation systems;
4. Paint/maintain fields for Falcon football;
5. Provide on-call availability for any vandalism calls for the RPD parks;
6. Clean/maintain bathrooms in the Parks;
7. Paint buildings, band stand, tennis court wall at Wabash Park;
8. Pick up leaves during the fall season;
9. Plow snow for fire lane to Maplewood sheds;
10. Plow snow from the entrance of Brookhill Golf Course to clubhouse in winter to allow staff/fire department access
11. Install/take down nets and windscreen at tennis courts;
12. Pick-up trash, empty garbage cans and dispose of trash throughout all Parks. The trash is to be disposed of in Village dumpsters at Village expense;
13. Maintain/monitor the skate park;
114. Paint and maintain field in the rear of back of Wabash Park for the RTHS band team;
15. Paint parking spaces in the Parks;
16. Install and maintain flowers consistent with past practices;
17. Provide staffing to receive phone calls and address issues from the general public for the Parks;
18. Submitting proposals for new programs and improvements to the RPD for consideration;

E. The RPD shall pay the Village a fee of \$50,000 for pursuant to this Agreement, payable in four quarterly payments of \$12,500.00 apiece with the first payment to be made May 15, 2017.

In witness whereof we have executed this Agreement as of the date and year written above.

Rantoul Park District

By: _____
President, Board of Commissioners

Village of Rantoul, Illinois

By: _____

Exhibit "A"

1. Maplewood Sports Complex

1304 N. Maplewood Drive; Pin: 14-03-36-151-007; approx. 21 acres

2. Wabash Park

500 E. Wabash Ave; Pin: 20-09-02-153-020; 15.42 acres

3. Mary Alice Park

205 Mary Alice Road; Pin: 20-09-03-256-009

209 Mary Alice Road; Pin: 20-09-03-256-010

213 Mary Alice Road; Pin: 20-09-03-256-011

217 Mary Alice Road; Pin: 20-09-03-256-012

Approximately .8 total acre.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: PW Employee Certification Pay	DEPARTMENT: PW & Administration
AGENDA SECTION:	AMOUNT: See attached document
ATTACHMENTS: (X) ORDINANCE () RESOLUTION () OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: 05/02/2017

SUMMARY HIGHLIGHTS:

The purpose of this agenda item is to seek board approval for an increase in certification pay for employees in the Public Works Department assigned to duties as an operator in the Water, Wastewater, Pump Stations or Street and Systems who becomes and continues to maintain status as a "certified operator" as evidenced by a certificate of technical competency issued by the Illinois Environmental Protection Agency. Additional Certification pay is available for Gas Technician with Gas welder certification and Waste water Operators maintaining Petroleum Class A certification.

These proposed changes were not included in the 2017/2018 Pay Plan as an oversight and Village staff is requesting that the Village Board modify 2017/2018 pay plan to update the certification pay.

To protect public health, drinking water treatment systems and waste water treatment systems must be properly operated and maintained. For this reason, and to protect the financial investment of drinking water supplies, waste water treatment systems and environmental quality, the Illinois EPA operates a Drinking Water Operator Certification Program and Waste Water Operator Certification Program that certifies the technical competency of operators of community water supplies. The Treatment Plants are required to have a Class A Licensed Operator (Water) and Class 1 Licensed Operator (Waste water) in charge.

The current certification pay structure was established in the early 2000s and has never been adjusted since it was established. The Public Works Department has used the certification process as part of its succession planning to ensure that employees are properly trained and are able to fill the key Chief of Operations positions at the Water and Waste water Plants.

The current pay structure is shown below:

<u>Water</u>		<u>Wastewater</u>	
<u>Class</u>	<u>\$/hour</u>	<u>Class</u>	<u>\$/hour</u>
D	\$0.22	4*	\$0.22
C	\$0.43	3	\$0.43
B	\$0.65	2	\$0.65
A	\$0.86	1	\$0.86

Certified Gas Welder Pay - \$0.22/hour
 Petroleum Class "A" Operator- \$0.22/hour
 * Also includes Waste Water collection Systems Certification

The following table provides information on the number of employees certified in each Class.

Certification Class	# of employees	Total Annual Cost
Water Class A	2	\$3578
Water Class B	0	\$0
Water Class C	1	\$894
Water Class D	6	\$2746
Waste Water Class 1	1	\$1789
Waste Water Class 2	1	\$1352
Waste Water Class 3	0	\$0
Waste Water Class 4	0	\$0
Certified Gas Welder	1	\$458
Petroleum Class A	1	\$458
Total	13	\$11,275

The proposed certification pay structure is shown below are is based on information from comparable communities with similar treatment systems:

<u>Water</u>		<u>Wastewater</u>	
<u>Class</u>	<u>\$/hour</u>	<u>Class</u>	<u>\$/hour</u>
D	\$.44/hr.	4*	\$.44/hr.
C	\$.88/hr.	3	\$.88/hr.
B	\$1.39/hr.	2	\$1.39/hr.
A	\$1.92/hr.	1	\$1.92/hr.

Certified Gas Welder Pay - \$.44/hour
 Petroleum Class "A" Operator- \$.44/hour
 * Also includes Waste Water collection Systems Certification

The additional projected cost of this modification is \$11,931. Of this amount \$8,082 is attributed to the water department, \$2,933 is attributed to the waste water department and \$916 is attributed to the gas department. These totals can easily be absorbed into the corresponding budgets.

Recommendation: Staff is recommending that the village board modify the 2017/2018 Pay Plan to include the proposed changes to the certification pay to take effect with the first payroll in June.

DEPARTMENT HEAD APPROVAL:

VILLAGE ADMINISTRATOR:
 Jeffrey Fiegenschuh, Administrator



333 S. Tanner Street
P.O. Box 38
Rantoul, IL 61866

Phone 217.892.6800
Fax 217.892.5501

Submitted by: Rebecca Motley, Economic Development Consultant

Champaign County Land Bank Authority

Feasibility Study Proposal

Partners: Champaign, Urbana, Rantoul, Champaign County

In late fall 2016, the above governmental agencies began meeting about the concept of forming a Champaign County Land Bank. Land Banks are defined as single-purpose entities assigned primarily to deal with:

- Low- and no-value property that needs to be repurposed.
- Tax- or otherwise encumbered property that cannot be easily developed without clearing title.
- Special developments involving assembly and holding of multiple parcels.
- Parcels that might otherwise fall into repetitive speculative cycles

Goals of a land bank include:

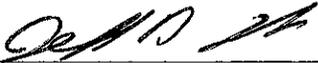
1. Increase EAV by adding taxable property
2. Reduce blight/improve public safety
3. Increase neighborhood stability
4. Capacity building/cost sharing
5. Limit market speculation
6. Attract/leverage funding from grants/federal government
7. Strengthen private sector involvement/relationships
8. Promote affordable housing
9. Create a profitable long-term investment for municipal partners

The primary immediate benefit to the governmental partners is to be able to consolidate problem properties into an entity managed by professional staff who can focus solely on the redevelopment of the properties. In an environment of shrinking budgets and decreasing staff, this benefit has the potential of moving the process forward to putting real estate back on the tax rolls, improving blighted areas and revitalizing neighborhoods.

The four governmental partners have met with a land bank consultant, STR, LLC, out of Chicago to propose a feasibility study. This company has been an advisor to Illinois' three land banks: one formed by county ordinance (Cook County Land Bank Authority) and the others (Vermilion County Land Bank Authority and South Suburban Land Bank and Development Authority) through inter-governmental agreement (IGA). The feasibility study will produce a report containing:

- a) Summary of key data
- b) Summary of interviews and focus groups
- c) Legal brief on land banks in Illinois
- d) Discussion of Illinois land banks
- e) Discussion of next steps, including cost estimates of forming and operating a County Land Bank Authority

The cost of the study, to be completed in approximately 3.5 months, is \$17,360, split equally by the four governmental entities, for a total of \$4,340 per partner. The Village of Rantoul will serve as the lead agency and has also agreed to provide GIS services as needed by the vendor.



Administrator

Dated: 4-24-17



333 S. Tanner Street
P.O. Box 38
Rantoul, IL 61866

Phone 217.892.6800
Fax 217.892.5501

Submitted by Rebecca Motley, Economic Development Consultant

Location: 424 S. Century Boulevard, Rantoul

Principal Owner: Isak Beciri

Purchase Price: \$200,000 (March 2017)

Opening Date: June 1, 2017

Type of Business: Restaurant & Bar, which will include some video gaming machines

REQUEST: Mayor Smith and I met with the principal to discuss the granting of a Class A liquor license in conjunction with a redevelopment agreement. The principal business is of a restaurant, not a bar, but he is requesting some flexibility in the liquor license.

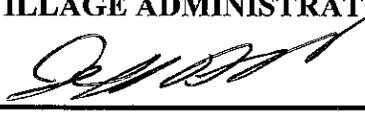
He wants to get a Class A liquor license. Since the Village does not have any available, the granting of such a license will require a redevelopment agreement. In exchange, he is willing to commit to resurfacing the exterior parking lot no later than 11/30/17. He is not requesting any cash incentives.

The property is currently assessed at \$270,000 FMV, so the tax bill will likely decrease when the sale is recorded. On the other hand, the Village will benefit from having that visible corner improved with an operating business that will generate sales and video gaming tax revenue.

Jeff Fiegenschuh, Administrator

Dated: 4-24-17

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE OF _____
ITEM: Construction Engineering (CE) Agreement for the Elevated Tank Coating & Rehabilitation Project – Burns & McDonnell	DEPARTMENT: Public Works
AGENDA SECTION:	PROJECT AMOUNT: \$25,296.00 – Construction Engineering
ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: April 20, 2017
<p>SUMMARY HIGHLIGHTS:</p> <p>This Agenda Item provides for a Construction Engineering (CE) Service Agreement with Burns & McDonnell to provide construction administration (Task #1) and part-time construction engineering services (Task #2) for the Village’s elevated tank coating and rehabilitation project.</p> <p>This project provides for the painting, maintenance, and servicing of two (2) Village of Rantoul elevated tanks. Included in this project are the one million gallon tank at Campbell & Tanner which will be cleaned, serviced, and painted both inside and out; and the one-half million gallon tower on North Maplewood which will be cleaned, serviced, and will receive a new exterior coating.</p> <p>Burns & McDonnell provided the original design engineering services for this work and it is recommended that their services continue to be utilize during the construction phase.</p> <p>This project will be funded through the water utility and is included in the 2017-2018 Budget.</p>	
<p>RECOMMENDED ACTION: Authorize the approval of a Construction Engineering Service Agreement with Burns & McDonnell in the amount of \$25,296.00 to provide construction administration and part-time construction engineering services for the Village’s Elevated Tank Coating and Rehabilitation Project.</p>	
<p>DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.</p> 	<p>VILLAGE ADMINISTRATOR:</p> 
AGENDA PAGE NUMBER:	

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

- REFERENCE -

AGENDA ITEM		PAGE	OF
ITEM: Elevated Tank Coating & Structural Rehabilitations Project – Maxcor, Inc.	DEPARTMENT: Public Works		
AGENDA SECTION:	PROJECT AMOUNT: <u>\$856,400.00 – Total</u> \$449,100.00 – Base Bid \$59,000.00 – Alternate Bid #1b \$246,800.00 – Alternate Bid #1c \$101,500.00 – Alternate Bid #2b		
ATTACHMENTS: <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: March 31, 2017		

SUMMARY HIGHLIGHTS:

This Agenda Item provides for the painting, maintenance, and servicing of two (2) Village of Rantoul elevated tanks. Included in this project are the one million gallon tank at Campbell & Tanner which will be cleaned, serviced, and painted both inside and out and the one-half million gallon tower on North Maplewood which will be cleaned, a fresh exterior coating and serviced.

The one million gallon elevated tank at Campbell & Tanner was initially constructed in 1969 by CB&I and was painted in 1996. In this project, the structure will be serviced, cleaned and painted both inside and out. A community logo is being incorporated into the painting design.

The North Maplewood elevated tank was fully painted in 2004. Under the proposed contract, the structure will receive an internal cleaning, exterior coating, and have interior / exterior maintenance performed.

The Village's third elevated tank is located on Galaxy Drive and is a 300,000 gallon tank which was received in conjunction with the south Rantoul water system. The Air Force painted this structure in 2015. These tanks are inspected every five (5) years to verify their condition.

This project was advertised in mid-March and bids were opens at 2:00pm on March 30, 2017. Three (3) bids were received and Maxcor, Inc. was the apparent low bidder with a Base Bid amount of \$449,100.00. In addition to awarding the Base Contract, the following actions are recommended for the Alternate Items:

Campbell Elevated Tank

- 1a: Reject – (Deduct \$23,300.00) Exterior Coating with Acrylic Polyurethane Finish Coat
- 1b: Award – (\$59,000.00) Interior Wet Coating with a complete Blast and Recoat
- 1c: Award – (\$246,800.00) Exterior Coating with a Complete Blast and Recoat

North Maplewood Elevated Tank

- 2a: Reject – (\$126,000.00) Exterior Overcoat with a Fluoropolymer Polyurethane Finish Coat
- 2b: Award – (\$101,500.00) Exterior Overcoat with an Acrylic Polyurethane Finish Coat

These Awards would provide a contract value of \$856,400.00. Monies in the amount of \$811,000.00 were included in the 2017/18 budget. Alternate 2b for the refreshing of N. Maplewood Tank would be the one item that could be deferred, but the bid amount is an excellent value & opportunity to refresh and extend the tank's coating as opposed to a complete blasting and painting sooner in the future.

RECOMMENDED ACTION: Authorize the award of a contract with Maxcor, Inc. in the base bid amount of \$449,100.00; Alternate Bid Items 1b (\$59,000.00); Item 1c (\$246,800.00); Item 2b (\$101,500.00) for the painting, maintenance, and servicing on two (2) Village of Rantoul Elevated Tanks.

DEPARTMENT HEAD APPROVAL:
G. Gregory Hazel, P.E. *GH*

VILLAGE ADMINISTRATOR:

AGENDA PAGE NUMBER:



April 7, 2017

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

Re: Proposal for Campbell Elevated Tank and Maplewood Elevated Tank Coating & Structural Rehabilitation – Part-Time Construction Engineering Support

Dear Mr. Hazel:

Burns & McDonnell is pleased to submit this proposal to provide part-time construction engineering services for the Campbell Tank and Maplewood Elevated Tank Coating & Structural Rehabilitation project.

BACKGROUND

The Village of Rantoul (Village) owns a 1,000,000-gallon elevated water storage tank located at the southwest corner of the intersection of Campbell Road and Tanner Street and a 500,000-gallon elevated water storage tank located near the intersection of North Maplewood Drive and Pine Avenue. The Village is soliciting bids from contractors for a project which includes coating and structural rehabilitation of both tanks.

It is expected that the selected contractor will complete the work at one tank, then complete the work at the second tank. The contract documents for the project require that the contractor substantially complete the work within 180 calendar days of the date of the Notice to Proceed. Substantial Completion is defined as the completion of all items other than the punch list. Final Completion shall be within 225 calendar days of the date of the Notice to Proceed.

SCOPE OF SERVICES

The scope of our services provided to the Village is outlined below:

Task 1 – Construction Administration

Activities provided as part of this task include:

- Attendance at a preconstruction meeting that will be held at the Village with the selected Contractor. Burns & McDonnell will facilitate the meeting on behalf of the Village and will prepare a meeting agenda and distribute meeting minutes following the meeting. We anticipate one preconstruction meeting prior to beginning work on the first tank.
- Submittal Review: Burns & McDonnell will review shop drawings and data submitted by the contractor for conformity with the contract plans and specifications. As part of this task we will develop and maintain a shop drawing review log including receipt dates, review

G. Gregory Hazel, P.E.
 Village of Rantoul
 April 7, 2017
 Page 2

status and conformity information for the submittals required to be made by the contractors. The log will be maintained throughout the construction phase of the Project.

- **Contract Administration:** Burns & McDonnell will review weekly reports prepared by Village staff, review contractor's monthly and final pay requests, review contractor's request for information and request for proposals, prepare change orders, and notify the Village of identified items not in conformance with the Construction Contract Documents.

Task 2 – Part-Time Resident Engineering

Activities provided as part of this task include:

- **Construction Observation:** Burns & McDonnell will provide part-time construction observation support for the Project. Our services will consist of providing an assistant-level civil engineer to assist the Village in observing the work for conformance with the Construction Contract Documents. It is anticipated that Village staff will observe the work at times that Burns & McDonnell staff is not onsite and document the contractor's progress during these times. This proposal is based on providing these services eight (8) hours per day for a total of 15 days. The number of days budgeted for specific milestones / work activities is presented in the table below.

Milestone / Work Activity	Number of Days Budgeted	
	Campbell Tank	Maplewood Tank
After steel work is complete	1 day	1 day
During interior dry surface preparation / prime coat application	1 day	Not applicable
After interior dry second coat application	1 day	Not applicable
After interior dry third (final) coat application	1 day	Not applicable
During exterior surface preparation / prime coat application	1 day	1 day
After exterior second coat application	1 day	1 day
After exterior third (final) coat application	1 day	1 day
After exterior Village logo application	1 day	Not applicable
During interior wet surface preparation / prime coat application	2 days	1 day

- **Progress Meeting:** Burns & McDonnell will provide a Senior Construction Manager to support the Village during one (1) progress meeting with the selected contractor.



G. Gregory Hazel, P.E.
Village of Rantoul
April 7, 2017
Page 3

- **Contract Closeout (Punch List):** Burns & McDonnell will close out the contract following completion of the project. Our services will consist of developing a project punch list and final site inspections with the Village and Contractor.

COMPENSATION

Burns & McDonnell proposes to complete the scope of services included in this proposal on a time-and-materials basis for a fee of \$25,296.00 in accordance with the attached rate sheet.

GENERAL CONSIDERATIONS

If this proposal is satisfactory, please sign and date this document and return one signed copy to us to affect an Agreement. The attached Terms and Conditions for Professional Services are incorporated in and made a part of the Agreement.

We greatly appreciate this opportunity to serve the Village. If you have any questions about this proposal, please call Randy at 630-724-3276 or Joe at 630-724-3809.

Sincerely,

Randall L. Patchett, P.E.
Water and Municipal Services

Joseph M. Darlington, P.E.
Project Manager

JMD/jmd

cc: Peter Passarelli, Village of Rantoul
Stephen T. Crede, BMcD



G. Gregory Hazel, P.E.
Village of Rantoul
April 7, 2017
Page 4

**CAMPBELL AND MAPLEWOOD ELEVATED TANK COATING &
STRUCTURAL REHABILITATION – PART-TIME CONSTRUCTION
ENGINEERING SUPPORT**

Village of Rantoul

Signature: _____

Title: _____

Date: _____

Village of Rantoul
Campbell and Maplewood Elevated Tank Coating & Structural Rehabilitation
Estimated Fees for Part-Time Construction Engineering Services
April 7, 2017

Task Description	Principal (17)	Associate (16)	Associate (15)	Associate (14)	Senior Construction Manager (13)	Senior Engineer (12)	Staff Engineer (11)	Staff Engineer (10)	Assistant Civil Engineer (9)	Assistant Engineer (8)	Project Technician (6)	Expenses	Task Total
Task 1 - Construction Administration													
Preconstruction Meeting					8				8				\$ 4,688.00
Submittal Review									8				\$ 2,608.00
Contract Administration									8				\$ 1,040.00
													\$ 1,040.00
Task 2 - Resident Engineering													\$ 20,608.00
Construction Observation *									120			\$ 2,250.00	\$ 17,850.00
Progress Meeting					8								\$ 1,568.00
Contract Close-out (Punch List)									8			\$ 150.00	\$ 1,190.00

Total hours	0	0	0	0	16	0	0	0	152	0	0		
Hourly Billing Rate	\$224.00	\$220.00	\$214.00	\$206.00	\$196.00	\$176.00	\$160.00	\$147.00	\$130.00	\$109.00	\$82.00		
Subtotals	\$0.00	\$0.00	\$0.00	\$0.00	\$3,136.00	\$0.00	\$0.00	\$0.00	\$19,760.00	\$0.00	\$0.00	\$ 2,400.00	\$ 25,296.00

* Based on part-time support for eight (8) hours per day for a total of 15 days.

Total Hours	168
Total Fee	\$ 25,296.00

Rate Sheet: BMR717A



Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$57.00
Technician *	6	72.00
Assistant *	7	82.00
	8	109.00
	9	130.00
Staff *	10	147.00
	11	160.00
Senior	12	176.00
	13	196.00
Associate	14	206.00
	15	214.00
	16	220.00
	17	224.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2017, and are subject to revision thereafter.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Campbell and Maplewood Elevated Tank Coating & Structural Rehabilitation
Client: Village of Rantoul, Illinois

Date of Letter, Proposal, or Agreement: April 7, 2017
Client Signature: _____

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMcD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, and Commercial General Liability and Automobile Liability insurance each with combined single limits of \$1,000,000.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO form CG 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's property insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold

harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility - Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary

(continued on reverse side)

rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s) failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services

for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association.

C. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW AND VENUE

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Illinois, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the 18th Judicial Circuit Court, County of DuPage, Wheaton, Illinois, or the United States District Court, Northern District of Illinois.

18. RIGHTS AND BENEFITS - NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
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ITEM: Environmental Covenant	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: N/A
ATTACHMENTS: () SUPPORTING DOCUMENTS	DATE: April 26, 2017

SUMMARY HIGHLIGHTS:

The purpose of this agenda item is to seek Board approval of an Environmental Covenant between the Village of Rantoul and the Illinois Environmental Protection Agency to document certain activity and use limitations on certain property that will be transferred to the Village from the Air Force.

The agreement was drafted by Barry Steinberg, the attorney assisting the Village with environmental issues related to the former Chanute Air Force Base. The agreement is a necessary part of the zero cost negotiated sale of parcels D2, D3 and D5 (see attached map) from the Air Force to the Village. Parcel D5 is the location of the IMEA 1 MW Solar Site. Parcels D2 and D3 are subject to the agreement while Parcel D5 is not subject to any activity or use limitations.

The Environmental Covenant is a result of the environmental work that the United States Air Force did related to Landfills 1, 2, 3 and 4. The activity and use limitations are required under the plan for environmental remediation documented in Record of Decision (ROD): *Record of Decision for Operable Unit (OU) 1 and OU-2: Landfill 1 (LF016); and OU-2: Landfill 2 (LF017), Landfill 3 (LF018), and Landfill 4 (LF019).*

This Environmental Covenant specifically relates to the land activity and use limitations for Landfills 2 and 3, as depicted in Appendix A of the Agreement.

The Activity and Land use restrictions are described below:

A. Institutional Controls (ICs) to Prohibit Groundwater Use:

- Grantor covenants and agrees that it will not extract groundwater from the property for any purpose other than remediation or monitoring.
- Grantor covenants and agrees that it will not conduct or allow others to conduct activities that would cause disturbance of any equipment or systems associated with groundwater remediation or monitoring.

- Grantor covenants and agrees that it will not conduct or allow others to conduct activities that would limit access to any equipment or systems associated with groundwater remediation or monitoring.
- Grantor covenants and agrees that it will not conduct or allow others to conduct activities that would cause disturbance to soil within the IC boundaries without first providing notification to Illinois' Joint Utility Locating Information for Excavators (JULIE) and obtaining approval from the USAF for those activities.

B. ICs to Prevent Residential Use, 24-Hour Occupancy, and the Housing of Sensitive Subpopulations

- Grantor shall not use existing buildings or construct new buildings for any of the following uses: residential uses; occupancy on a 24-hour basis; and uses to house, educate or provide care for children, the elderly, the infirm, or other sensitive subpopulations.
- Grantor shall not dispose off-site any soil without proper characterization and waste disposal per applicable Illinois EPA and USEPA regulations.

C. ICs to Maintain Landfill Cap Integrity

- Grantor shall not allow any activity that may impact effectiveness and integrity of the multilayered landfill caps.
- Grantor shall maintain access restrictions to the landfill caps.

D. ICs to Prevent Access

- Grantor shall not disturb the fences and locked gates that surround the Property.
- Grantor shall not disturb or remove the "Danger: Unauthorized Personnel Keep Out" signs that are on the fences and gates that surround the Property.

The Village is required to provide the right of access to the Air Force and the Illinois EPA and an annual confirmation of compliance with the activity and use limitations to the Illinois EPA.

The Air Force will continue to maintain the responsibility of managing the landfills and maintaining the fences and gates surrounding the landfills.

RECOMMENDED ACTION:

Recommend that the Village Board approve the Environmental Covenant for signature by the Village President.

DEPARTMENT HEAD APPROVAL:
G. Gregory Hazel, P.E

VILLAGE ADMINISTRATOR:


AGENDA PAGE NUMBER:

Chanute Parcels



- Transfers**
- EDC Phase 1 (2014)
 - Decided to Village (1991-2008)
 - EDC Phase 1, J (2015)
 - Public Sale
 - Dept. of Interior Public Benefit
 - Negotiated Sale with Lincoln's Challenge
- Future Transfers**
- Negotiated Sale (Village)
 - EDC Future Transfers
 - FAA
 - University of Illinois
 - Lincoln's Challenge



Date: 3/15/2016



GIS/SS/DA/AV/Map/Chanute_Parcels_U/PRINTED.rvt

[space above reserved for recording information]

This instrument was prepared by:

Barry Steinberg
Kutak Rock LLP
1625 Eye Street NW, Suite 800
Washington, DC 20006

Please return this instrument to:

Barry Steinberg
Kutak Rock LLP
1625 Eye Street NW, Suite 800
Washington, DC 20006

ENVIRONMENTAL COVENANT

1. This Environmental Covenant is made this _____ day of _____, 2017, by and among the Village of Rantoul, IL and the Holders/Grantees further identified in paragraph 3 below pursuant to the Uniform Environmental Covenants Act, 765 ILCS Ch. 122 (UECA) for the purpose of subjecting the Property to the activity and use limitations described herein.

2. Property and Grantor.

A. Property: The real property subject to this Environmental Covenant is located at Former Chanute Air Force Base (AFB) in the Village of Rantoul, Champaign County, Illinois and is legally described in Appendix A, hereinafter referred to as the "Property".

B. Grantor: The Village of Rantoul, IL is the current fee owner of the Property and is the "Grantor" of this Environmental Covenant. The mailing address of the Grantor is 333 S. Tanner Street, P.O. Box 38, Rantoul, IL 61866.

3. Holders (and Grantees for purposes of indexing).

A. Illinois Environmental Protection Agency (EPA) is a "Holder" (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to its authority under Section 3(b) of UECA. The mailing address of Illinois EPA is 1021 N. Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276.

B. The Village of Rantoul, IL is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to UECA. The mailing address of the Village of Rantoul, IL is 333 S. Tanner Street, P.O. Box 38, Rantoul, IL 61866. Regardless of any future transfer of the Property, the Village of Rantoul, IL shall remain a Holder of this Environmental Covenant.

4. Agencies. The Illinois EPA and United States Air Force (“USAF”) are “Agencies” within the meaning of Section 2(2) of UECA. USAF has chosen and Illinois EPA has concurred in the environmental response project described in paragraph 5 below, and both Agencies may enforce this Environmental Covenant pursuant to Section 11 of UECA.

5. **Environmental Response Project and Administrative Record.**

A. This Environmental Covenant arises under an environmental response project as defined in Section 2(5) of UECA.

B. The Property is part of the Former Chanute AFB, Rantoul, IL undergoing environmental remediation pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C §§ 9601 et seq. Activity and use limitations are required under the plan for environmental remediation reflected in the following Record of Decision (ROD): *Record of Decision for Operable Unit (OU) 1 and OU-2: Landfill 1 (LF016); and OU-2: Landfill 2 (LF017), Landfill 3 (LF018), and Landfill 4 (LF019)*. Illinois EPA concurred with the ROD.

The ROD requires implementation and compliance with land activity and use limitations for portions of Former Chanute AFB Sites LF017 (Landfill 2) and LF018 (Landfill 3). These portions of LF017 and LF018, which constitute the Property, are described in Appendix A of this environmental covenant. The land activity and use limitations prevent unacceptable exposures to hazardous substances remaining at the Sites.

C. Grantor wishes to cooperate fully with the Agencies in the implementation, operation, and maintenance of all response actions at the Sites.

D. The Administrative Record for the environmental response project at the former Chanute AFB, Rantoul, Illinois is maintained at <http://afcec.publicadmin-record.us.af.mil/Search.aspx>. Persons may also contact the Freedom of Information Action (FOIA) Officer, Illinois EPA, Bureau of Land, #24, 1021 N. Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276 for the Administrative Record or other information concerning the Site.

6. **Grant of Covenant. Covenant Runs With The Land.** Grantor creates this Environmental Covenant pursuant to UECA so that the Covenant Activity and Use Limitations and associated terms and conditions set forth herein shall “run with the land” in accordance with Section 5(a) of UECA and shall be binding on Grantor, its heirs, successors and assigns, and on all present and subsequent owners, occupants, lessees or other person acquiring an interest in the Property.

7. **Activity and Use Limitations.** The following Activity and Use Limitations apply to the use of the Property:

A. **Institutional Controls (ICs) to Prohibit Groundwater Use:**

- Grantor covenants and agrees that it will not extract groundwater from the property for any purpose other than remediation or monitoring.
- Grantor covenants and agrees that it will not conduct or allow others to conduct activities that would cause disturbance of any equipment or systems associated with groundwater remediation or monitoring.

- Grantor covenants and agrees that it will not conduct or allow others to conduct activities that would limit access to any equipment or systems associated with groundwater remediation or monitoring.
- Grantor covenants and agrees that it will not conduct or allow others to conduct activities that would cause disturbance to soil within the IC boundaries without first providing notification to Illinois' Joint Utility Locating Information for Excavators (JULIE) and obtaining approval from the USAF for those activities.

B. ICs to Prevent Residential Use, 24-Hour Occupancy, and the Housing of Sensitive Subpopulations

- Grantor shall not use existing buildings or construct new buildings for any of the following uses: residential uses; occupancy on a 24-hour basis; and uses to house, educate or provide care for children, the elderly, the infirm, or other sensitive subpopulations.
- Grantor shall not dispose off-site any soil without proper characterization and waste disposal per applicable Illinois EPA and USEPA regulations.

C. ICs to Maintain Landfill Cap Integrity

- Grantor shall not allow any activity that may impact effectiveness and integrity of the multilayered landfill caps.
- Grantor shall maintain access restrictions to the landfill caps.

D. ICs to Prevent Access

- Grantor shall not disturb the fences and locked gates that surround the Property.
- Grantor shall not disturb or remove the "Danger: Unauthorized Personnel Keep Out" signs that are on the fences and gates that surround the Property.

8. Right of Access. Grantor consents to officers, employees, contractors, and authorized representatives of the Holders, Illinois EPA, and USAF entering and having continued access at reasonable times to the Property for the following purposes:

A. Implementing, operating and maintaining the environmental response project described in paragraph 5 above;

B. Monitoring and conducting periodic reviews of the environmental response project described in paragraph 5 above including without limitation, sampling of air, water, groundwater, sediments and soils;

C. Verifying any data or information submitted to the USAF or Illinois EPA by Grantor and Holders; and

D. Verifying that no action is being taken on the Property in violation of the terms of this instrument, the environmental response project described in paragraph 5 above or of any federal or state environmental laws or regulations;

Nothing in this document shall limit or otherwise affect the USAF's and Illinois EPA's rights of entry and access or the USAF and Illinois EPA's authority to take response actions

under CERCLA, the National Oil and Hazardous Substances Contingency Plan, Resource Conservation and Recovery Act or other federal and state law.

9. **Reserved Rights of Grantor:** Grantor hereby reserves unto itself, its successors, and assigns, including heirs, lessees and occupants, all rights and privileges in and to the use of the Property that are not incompatible with the activity and use limitations identified herein.

10. **No Public Access and Use:** No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

11. **Future Conveyances, Notice and Reservation:**

A. Grantor, its heirs, successors and assigns, and all present and subsequent owners, or other person acquiring an interest in the Property, agree to include in any future instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases, easements and mortgages, a notice and reservation which is in substantially the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AND GRANTOR SPECIFICALLY RESERVES THE ENVIRONMENTAL COVENANT EXECUTED UNDER THE UNIFORM ENVIRONMENTAL COVENANTS ACT (UECA) AT 765 ILCS CH. 122 RECORDED IN THE OFFICIAL PROPERTY RECORDS OF CHAMPAIGN COUNTY, ILLINOIS ON _____ AS DOCUMENT NO. _____, IN FAVOR OF AND ENFORCEABLE BY GRANTOR AS A UECA HOLDER, USAF AS AN AGENCY, AND THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AS A UECA HOLDER.

B. Grantor agrees to provide written notice to Illinois EPA and USAF within 30 days after any conveyance of fee title to the Property or any portion of the Property. The notice shall identify the name and contact information of the new owner in fee, and the portion of the Property conveyed to that owner.

12. **Enforcement and Compliance.**

A. **Civil Action for Injunction or Equitable Relief.** This Environmental Covenant may be enforced through a civil action for injunctive or other equitable relief for any violation of any term or condition of this Environmental Covenant, including violation of the Activity and Use Limitations under Paragraph 7 and denial of Right of Access under Paragraph 8. Such an action may be brought individually or jointly by:

- i. Illinois EPA;
- ii. the Holders of the Environmental Covenant; or,
- iii. USAF.

B. **Other Authorities Not Affected. No Waiver of Enforcement.** All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. In addition, nothing in this Environmental Covenant affects the USAF's or Illinois EPA's authority to enforce a consent order, consent decree or other settlement agreement entered into by the USAF or Illinois EPA. Enforcement of the terms of this instrument shall be at the discretion of the Holders, the USAF, and Illinois EPA and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this

instrument shall not be deemed to be a waiver by the Holders, the USAF, or Illinois EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Holders, USAF, or Illinois EPA.

C. Former Owners And Interest Holders Subject to Enforcement. A fee owner, or other person that holds any right, title or interest in or to the Property subsequent to the effective date of this Environmental Covenant remains subject to enforcement with respect to any violation of this Environmental Covenant by the owner or other person, which occurred during the time when the owner or other person was bound by this Environmental Covenant regardless of whether the owner or other person has subsequently conveyed the fee title, or other right, title or interest, to another person. This paragraph shall not apply to the USAF, which is subject to enforcement as a former owner solely under the provisions of CERCLA.

13. Waiver of certain defenses: This Environmental Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, or acquiescence, or similar doctrine as set forth in Section 9 of UECA.

14. Representations and Warranties: Grantor hereby represents and warrants to the Illinois EPA, the USAF and any other signatories to this Environmental Covenant that at the time of execution of this Environmental Covenant; (i) the Grantor is lawfully seized in fee simple of the Property to the extent acquired through a quitclaim deed from the USAF; (ii) the Grantor has a good and lawful right and power to sell and convey it or any interest therein; (iii) the Property is free and clear of encumbrances, except those noted on **Appendix B [or which otherwise survive]**; and (iv) the Grantor will forever warrant and defend the title to the Property as it may have and the quiet possession thereof. Grantor will provide a recorded copy of this Environmental Covenant to all holders of record of the encumbrances including those entities noted on **Appendix B**.

15. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent only if the amendment or termination is signed by the Illinois EPA and the USAF, and the current owner of the fee simple of the Property, unless waived by the Agencies. If Grantor no longer owns the Property at the time of proposed amendment or termination, Grantor waives the right to consent to an amendment or termination of the Environmental Covenant. An amendment or termination of this agreement may be required, for example, if the level of contamination at a portion of or the entire site were to meet revised residential standards for cleanup, or if a portion of or the entire site was cleaned up to meet unrestricted use standards. Amendment or termination may apply to a portion of or the entire site.

16. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

Village of Rantoul, IL
Village President
333 S. Tanner Street, P.O. Box 38,
Rantoul, IL 61866

To USAF:

AFCEC/CIB
2261 Hughes Avenue, Suite 155
Joint Base San Antonio Lackland, TX 78236-9853

To Illinois EPA:

Illinois Environmental Protection Agency
Attn: Uniform Environmental Covenant Counsel
1021 N. Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

17. Recording and Notice of Environmental Covenant, Amendments and Termination.

A. The Original Environmental Covenant. An Environmental Covenant must be recorded in the Office of the Recorder or Registrar of Titles of the county in which the property that is the subject of the Environmental Covenant is located. Within 30 days after the Illinois EPA and the USAF (whichever is later) sign and deliver to Grantor this Environmental Covenant, the Grantor shall record this Environmental Covenant in the office of the County Recorder or Registrar of Titles for the County in which the Property is located.

B. Termination, Amendment or Modification. Within 30 days after Illinois EPA and the USAF (whichever is later) sign and deliver to Owner any termination, amendment or modification of this Environmental Covenant, the Owner shall record the amendment, modification, or notice of termination of this Environmental Covenant in the office of the County Recorder or Registrar of Titles in which the Property is located.

C. Providing Notice of Covenant, Termination, Amendment or Modification. Within 30 days after recording this Environmental Covenant, the Grantor shall transmit a copy of the Environmental Covenant in recorded form to:

- i. Illinois EPA;
- ii. USAF;
- iii. each person holding a recorded interest in the Property, including those interests in **Appendix B** (if the address of the person is stated in the recorded instrument);
- iv. each person in possession of the Property; and

- v. each political subdivision in which the Property is located.

Within 30 days after recording a termination, amendment or modification of this Environmental Covenant, the Owner shall transmit a copy of the document in recorded form to the persons listed in items i to v above.

18. Compliance and Compliance Reporting. The Owner shall submit to Illinois EPA reports that include confirmation of compliance with the Activity and Use Limitations provided in Paragraph 7. The Owner shall notify Illinois EPA and USAF as soon as practicable, of any actions or conditions that would constitute a breach of the Activity and Use Limitations contained in Paragraph 7 or any other action that may interfere with the effectiveness of the Activity and Use Limitations. The Owner shall address such actions or conditions as soon as practicable, but in no case will the process be initiated later than ten (10) days after the Owner has become aware of the breach. Additionally, the Owner is required to submit to Illinois EPA, on an annual basis on the date of recording of this instrument, the following certification statement:

“I certify under penalty of law that the specific Activity and Use Limitations identified in Paragraph 7 of the Uniform Environmental Covenant for [SUBJECT PROPERTY] remain in place. I am aware that any person who knowingly makes a false, fictitious, or fraudulent material statement to the Illinois EPA, either orally or in writing, commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony (415 ILCS 5/44(h)(8)).”

19. General Provisions:

A. Controlling law: This Environmental Covenant shall be construed according to and governed by the laws of the State of Illinois and the United States of America.

B. Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the establishment of activity and use limitations that run with the land to effect the purpose of this instrument and the policy and purpose of the environmental response project and its authorizing legislation. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

D. Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

E. Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

20. Effective Date. This Environmental Covenant is effective on the date of acknowledgement of the signature of the Illinois EPA and the USAF, whichever is later.

21. List of Appendices: The appendices referenced below are incorporated into this Environmental Covenant by this reference.

Appendix A – Legal Description and map of the Property
Appendix B – List of Recorded Encumbrances

[Signature Pages follow]

THE UNDERSIGNED REPRESENTATIVE OF THE GRANTOR REPRESENTS AND CERTIFIES THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS ENVIRONMENTAL COVENANT.

IN WITNESS WHEREOF, THIS INSTRUMENT HAS BEEN EXECUTED ON THE DATES INDICATED BELOW:

FOR THE GRANTOR:

The Village of Rantoul, IL

By: _____ (signature)
Charles Smith
Village President

State of Illinois)
) SS.
County of Champaign)

On _____, 20 __, this instrument was acknowledged before me by, CHARLES SMITH, Village President of the Village of Rantoul, Illinois.

_____(signature)
Notary Public
My Commissioner Expires _____

FOR THE HOLDERS/GRANTEES:

The Illinois Environmental Protection Agency

By: _____ (signature)

Alec Messina
Director

State of Illinois)
)SS.
County of)

This instrument was acknowledged before me on _____, 20____, by ALEC MESSINA, Director of the Illinois Environmental Protection Agency, a state agency, on behalf of the State of Illinois.

_____ (signature)

Notary Public
My Commission Expires _____

FOR THE UNITED STATES AIR FORCE

THE UNITED STATES OF AMERICA, acting by
and through the Secretary of the Air Force

BY:

STEPHEN G. TERMAATH
Chief, BRAC Program Management Division
Installations Directorate
Air Force Civil Engineer Center

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

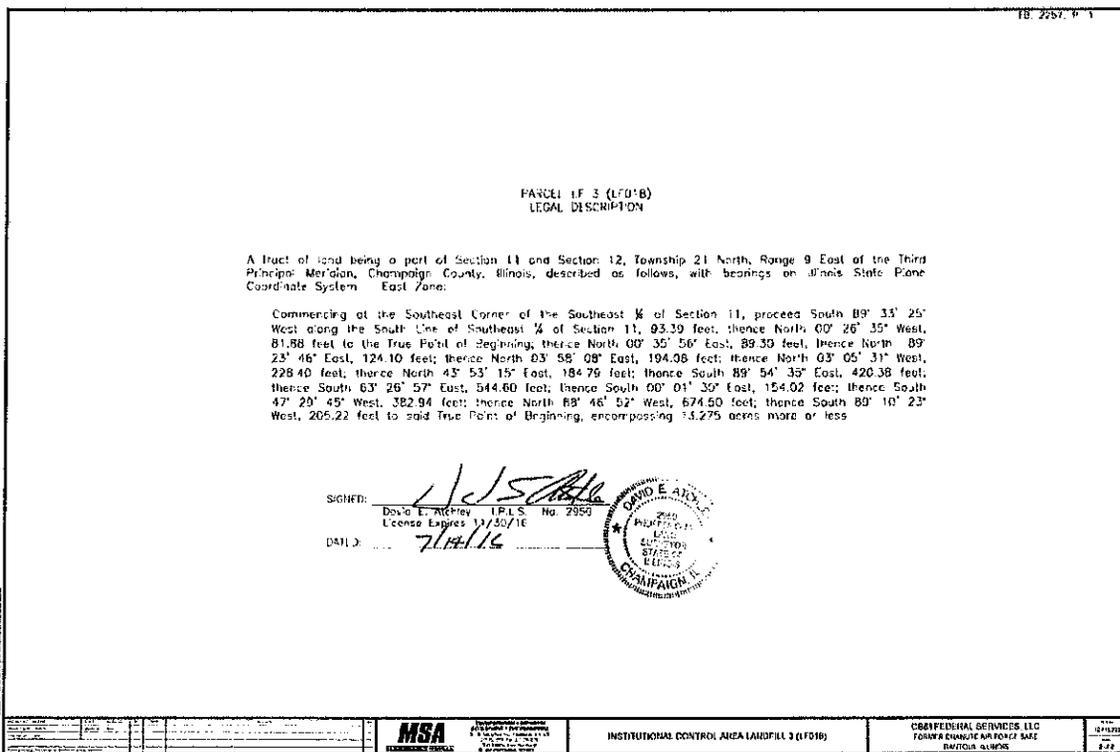
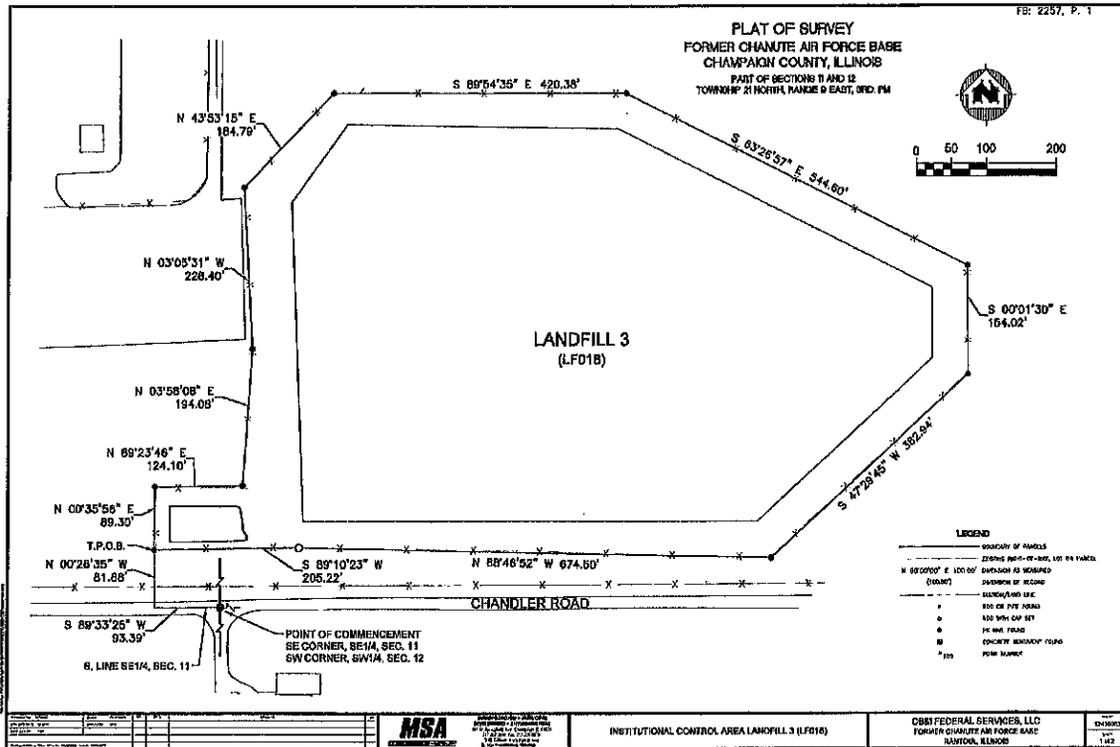
Before me, a Notary Public, on this day personally appeared STEPHEN G. TERMAATH, Chief, BRAC Program Management Division, Installations Directorate, Air Force Civil Engineer Center, on behalf of The United States of America, acting by and through the Secretary of the Air Force, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2017.

Notary Public, State of Texas

Commission Expiration Date:

Appendix A
Legal Description of the Property
 Landfill #3 Pin 200912400003



Appendix B
List of Recorded Encumbrances

[This appendix should be a list of the documents that grant encumbrances and must provide the recording information for the listed documents.]

1. Quitclaim Deed (Parcel(s) D2, D3, and D5 at the Former Chanute Air Force Base, Illinois), effective as of _____, 2017, by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Base Closure and Realignment Act of 1988, Pub. L. No. 100-526, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, and the VILLAGE OF RANTOUL, a municipality duly authorized and existing under the constitution and laws of the State of Illinois, and recorded in [Volume] _____, [Page] _____, of the [Real Property] Records of Champaign County, Illinois.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM		PAGE	OF
ITEM: Purchase a replacement Stump Cutter	DEPARTMENT: Public Works		
AGENDA SECTION:	AMOUNT: <u>\$47,735.00 - Total</u> \$50,194.00 – Stump Cutter (SC802) \$4,041.00 – Wireless Remote Control (\$3,500.00) – Trade-in SC665a (\$3,000.00) – Trade-in BC1250		
ATTACHMENTS: (X) Other (See Summary Highlights) (X) Supporting Documents	DATE: April 25, 2017		

SUMMARY HIGHLIGHTS:

This Agenda item provides for the purchase of a replacement stump cutter from Vermeer Midwest through the National Joint Powers Alliance (NJPA). The NJPA is an organization which conducts the bidding and award of a wide range of equipment and products for governmental and educational organizations. This program is similar to the state of Illinois' Joint Purchasing Program, which is through the Illinois Department of Central Management Services, but on a national scale. The Village is a NJPA member and has utilized both of these purchasing services.

The Village's existing stump grinder is a 1990 Vermeer model SC665a, which has served the Village well, but is now a frequent (and expensive) visitor to Central Maintenance. With hundreds of Village Right-of-Way and park tree stumps yet to be removed, this equipment will be heavily utilized in the coming months and years.

The proposed model is a Vermeer SC802 (\$50,194.00) which is similar in size & rating of the existing unit. The SC802 is a pull behind, 74 hp diesel Tier-4 diesel engine, direct-drive, 103" arc swing, and improved safety features. It is requested that the wireless remote control (\$4,041.00) be approved to allow personnel to be in the proper position when grinding close to sidewalks, curbs, etc.

Vermeer Midwest has offered a trade-in value of \$3,500.00 for the Vermeer model SC665a stump cutter and \$3,000.00 for the 1991 Vermeer 1250 brush chipper. This brush chipper has had issues through the years and is excess to the Village needs. It is recommended that these equipment trade-in offers be accepted.

Funds in the amount of \$55,000.00 were included in the 2017/2018 Budget for this equipment replacement/purchase.

RECOMMENDED ACTION: Authorize the purchase of a Vermeer model SC802 stump cutter in the amount of \$50,194.00, the wire-less remote control in the amount of \$4,041.00, and the trade-in/sale of a 1990 Vermeer model SC665a stump cutter and a 1991 Vermeer 1250 brush chipper from Vermeer Midwest through the National Joint Powers Alliance (NJPA).

DEPARTMENT HEAD APPROVAL:

G. Gregory Hazel, P.E.

VILLAGE ADMINISTRATOR:

AGENDA PAGE NUMBER:



Vermeer Sales and Service of Central Illinois, Inc.

120 E Martin Drive
Goodfield, IL 61742
309-696-1239

3/22/2017

Quote #: 00473FGTJ

PO #:

Bill To:
RANTOUL, VILLAGE OF
GREG HAZEL.
333 S TANNER
RANTOUL, IL 61866

Ship To:
RANTOUL, VILLAGE OF
GREG HAZEL.
333 S TANNER
RANTOUL, IL 61866

Greg-

I would like to submit this quote to you.

- 1 - Vermeer SC802, New 2017 with: **\$49,460.00**
- Approved NJPA Pricing
- 74 HP Deutz TD2.9 Tier 4 Final Diesel Engine
- Length: 167" (Tongue In) 234" (Tongue Extended)
- Width: 79.8"
- Weight: 4400 lbs
- Dexter Rubber Torsional Axle (6000 lbs)
- Electric Brakes
- Electric Clutch with Brake
- Hydrostatic Direct Drive Gearbox System
- Vermeer Patented Smart Sweep System
- 28" Cutter Wheel
- Cutter Wheel Straight Line Dimension: 96"
- Cutter Wheel Cut Above Ground: 35"
- Cutter Wheel Cut Below Ground: 25"
- Vermeer Exclusive Yellow Jacket Cutting System with 42 Teeth
- Swing Out Operator Control Station
- Operator Presence Handles on Control Station
- 1 year / 1,000 Hour Parts and Labor Standard Vermeer Limited Warranty
- 3 year/ 3,000 Hours Vermeer Extended Limited Warranty on Gearboxes and Drivelines
- 2 Year / 2,000 Hour Limited Deutz Engine Warranty per Engine Manufacturer

Machine	\$49,460.00
Freight and Prep	\$734.00
Total Due	<u>\$50,194.00</u>

Additional Options

1 - Wireless Remote Control Wireless Remote Control **\$4,041.00**

Finance Options with Approved Credit

Monthly Payment

Approximate Payment on 60 months based on \$0.00 down - **\$980.06**

Initials: _____

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by _____ Date _____

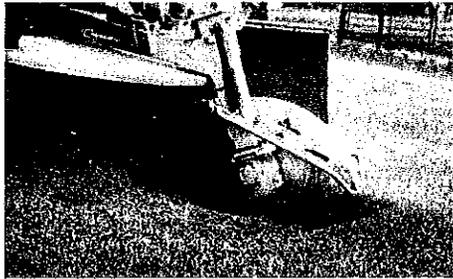
Thank you for your consideration.

Sincerely,

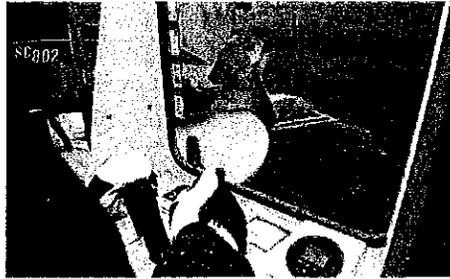
Troy Janssen
Sales Rep
309-696-1239
troy.janssen@vermeermidwest.com



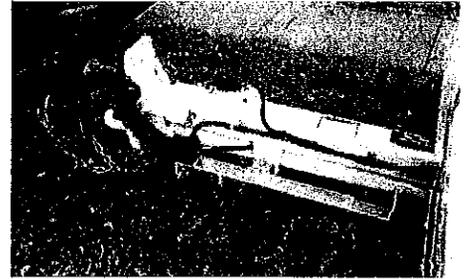
SC802 STUMP CUTTER



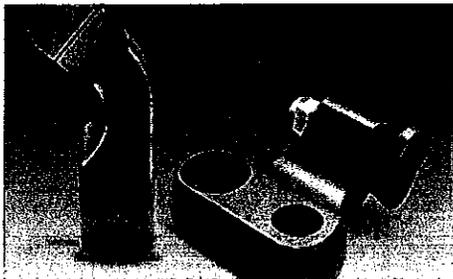
AUTOSWEEP. The patented AutoSweep® control system monitors engine speed and automatically adjusts cutter wheel sweep rate to maximize power to the cutter wheel while reducing engine stress.



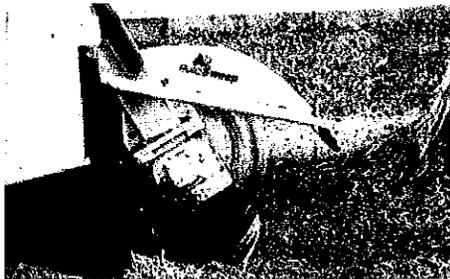
OPERATOR PRESENCE SYSTEM. This user-friendly operator presence system is intended to help protect the operator and enhance operator safety.



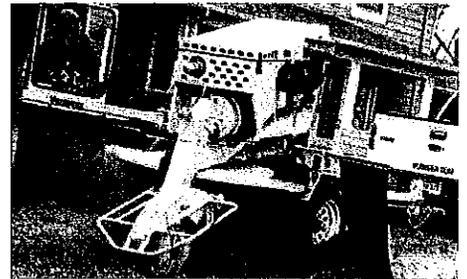
TONGUE LENGTH. A 60" (152.4 cm) tongue extension helps reduce the amount of repositioning needed on a jobsite.



PATENTED YELLOW JACKET™ CUTTER SYSTEM. The Vermeer-exclusive Yellow Jacket cutter system is designed to provide faster, easier serviceability, as well as extended pocket and tooth life.



SWING ARC. The sweep arc measures 103" (261.6 cm). The below-ground cutting depth of 25" (63.5 cm) allows operators to cut even the largest stumps efficiently. The rear deck design allows for chip containment capacity of approximately 68 cu ft (1.9 cu/m).



FLOATATION TIRES. This standard feature allows the weight of the machine to be dispersed over a larger area reducing the ground disturbance.

SC802 STUMP CUTTER

GENERAL

Length: 167.3" (424.9 cm)

Width: 79.8" (202.7 cm)

Height: 79" (200.7 cm)

Weight: 4400 lb (1995.8 kg)

Type: Tow-behind

ENGINE

Make/Model: Deutz TD2.9L Tier 4 Final

Gross HP: 74 hp (55.2 kw)

Torque (max): 188 ft-lb (254.9 Nm)

Number of Cylinders: 4

Fuel type: Diesel

Max engine operating angle: 30 deg

CUTTING DIMENSIONS

Cutter wheel straight line dimension: 96" (243.8 cm)

Cutter wheel cut above ground: 35" (88.9 cm)

Cutter wheel cut below ground: 25" (63.5 cm)

Tongue extension: 60" extendable tongue

CUTTER WHEEL

Cutter wheel diameter (without teeth): 28" (71.1 cm)

Cutter wheel thickness: .9" (2.4 cm)

Tooth style: Yellow Jacket™ cutter system

Number of teeth: 42

Cutter wheel drive type: Gearbox driven direct drive system

Chip containment: 68 cu ft (1.9 cu m)

Flow control system: AutoSweep control system

Cutter wheel guard: Standard

CAPACITIES/ELECTRICAL

Fuel tank: 25 gal (94.6 L)

Hydraulic tank: 6 gal (22.7 L)

Pump flow at max rpm: 3.2 gpm (12.1 L/min)

Electrical system: 12 volt

OPTIONS

Extended warranty

Special paint

Planned maintenance

Vermeer Confidence Plus® Asset Protection Program

NOTES:

Vermeer Corporation reserves the right to change the design of any product without notice. ©2011 Vermeer Corporation. All rights reserved. Vermeer, Confidence Plus, and Yellow Jacket are trademarks of Vermeer Corporation. Deutz is a registered trademark of Deutz AG. Tier 4 Final is a registered trademark of Deutz AG. All other trademarks are the property of their respective owners.

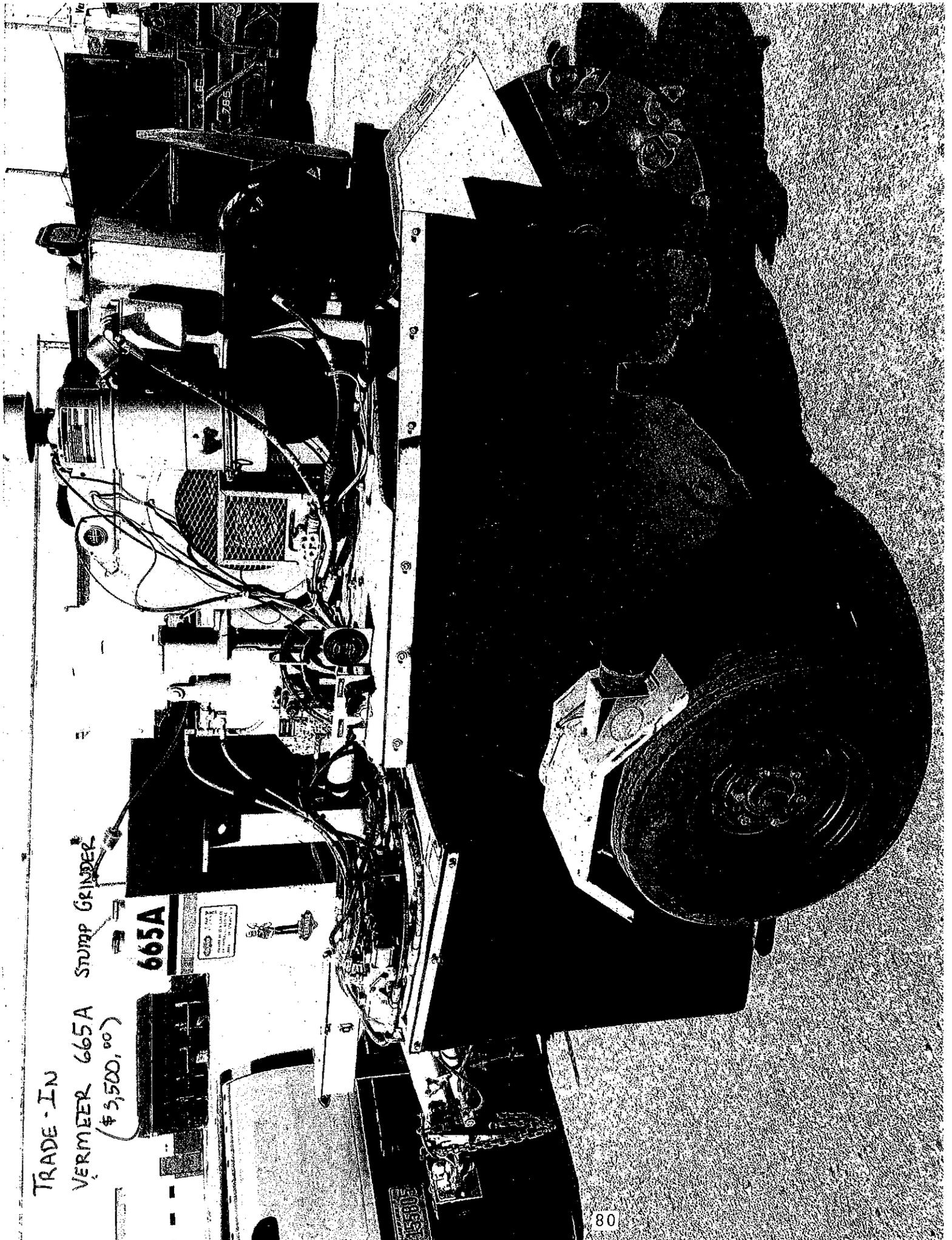


TRADE-IN

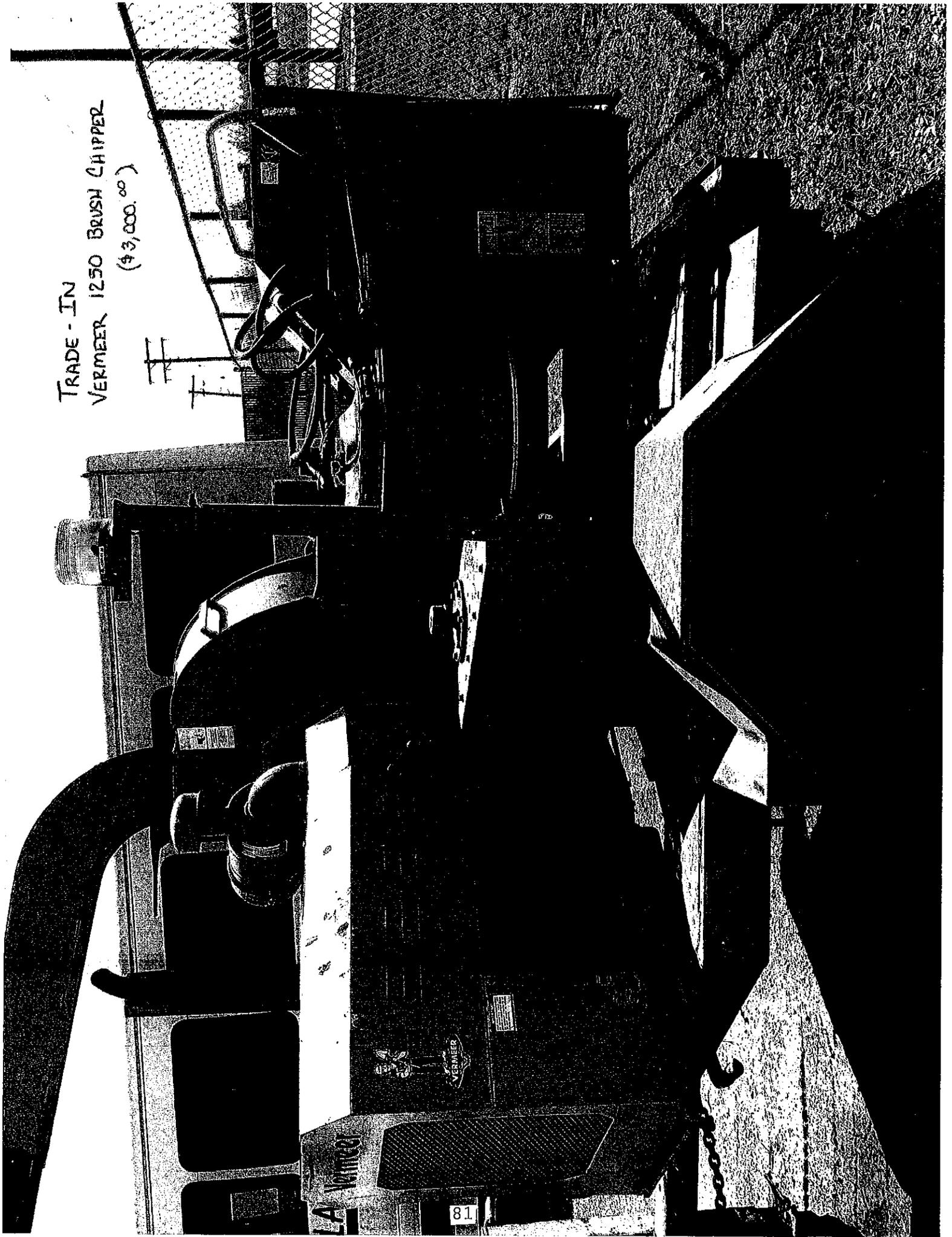
VERMEER 665A STUMP GRINDER

(\$3,500.00)

665A



TRADE - IN
VERMEER 1250 BRUSH CHIPPER
(\$3,000.00)



LA Vermeer

81

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE <u> </u> OF <u> </u>
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ITEM: Wastewater Treatment Plant Lighting Project	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: \$49,359.75
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: April 28, 2017
SUMMARY HIGHLIGHTS: <p>This Agenda item provides for the purchase of LED high efficiency lighting for the Waste Water Treatment Plant (WWTP). Vendors were contacted to review and quote the project, with Anixter providing the most comprehensive and cost effective proposal. Their proposal in the amount of \$49,359.75 was significantly less than the next vendor's pricing.</p> <p>This purchase will provide the necessary fixtures and materials while the replacement / installation will be performed with internal resources.</p> <p>Funds in the amount of \$50,000.00 were allocated in the 2016/2017 Budget. The Village will be preparing an energy efficiency grant to help further offset these purchase costs.</p>	
RECOMMENDED ACTION: Approve the purchase of LED lighting materials through Anixter in the amount of \$49,359.75 to upgrade lighting at the Wastewater Treatment Plant.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR:
AGENDA PAGE NUMBER:	

PROPOSAL TABULATION

PROJECT: Waste Water Treatment Plant LED Lighting Replacement Project

OWNER: Village of Rantoul

By: Village of Rantoul, Department of Public Works – Budget \$50,000.00

Vendor	Base Proposal		
Anixter 1100 Old State Road Mattoon, IL 61938 (217) 258-0940	\$49,359.75		
Graybar 301 East Mercury Drive Champaign, IL 61822-9652 (217) 560-1000	\$87,716.54		
	\$		
	\$		
	\$		

**VILLAGE OF RANTOUL
BUDGET AMENDMENT #17-05
MAY, 2017 (For FY 2017)**

Fund	Account	Purpose/Reason	Original Budget	Amended Budget	Difference
Corporate Fund-Inspection Dept					
	001-0310-410-1010 Admin Salaries	Retirement Benefit Payout and Position promotion	\$89,756	\$120,200	\$30,444
	001-0332-420-1010 Planning & Zoning Salaries	Retirement Benefit Payout and Position promotion	\$64,500	\$69,800	\$5,300
	001-0342-410-1010 Zoning Enforcement Salaries	Retirement Benefit Payout and Position promotion	\$8,652	\$11,200	\$2,548
			\$162,908	\$201,200	\$38,292
Community Development	277-0370-450-1010 Salaries	Benefit payout	\$10,449	\$25,800	\$15,351
Electric Fund-Tech Services Div	541-1142-430-1015 Standby Pay	Standby taken as pay rather than comp time	\$20,000	\$32,100	\$12,100
Airport Fund	582-1810-450-1010 Salaries		\$38,628	\$81,300	\$42,672
	582-1810-450-2010 Group Insurance	New Airport Manager hired in August	\$11,500	\$18,200	\$6,700
	582-1810-450-2020 Social Security		\$3,300	\$7,000	\$3,700
	582-1810-450-2030 IMRF		\$5,607	\$10,400	\$4,793
			\$59,035	\$116,900	\$57,865
Water Fund	535-1135-430-4032 Utilities		\$148,230	\$161,930	\$13,700

Prepared and reviewed by Comptroller: SB
 Approved By Administrator: [Signature]

Date: 4/27/17

[Signature]

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM	PAGE	OF												
ITEM: Department Head Appointments	DEPARTMENT: Mayor													
AGENDA SECTION:	AMOUNT:													
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: May 2, 2017													
SUMMARY HIGHLIGHTS:														
<p>Annual Department Head Appointments</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Administrator</td> <td style="width: 50%;">Jeff Fiegenschuh</td> </tr> <tr> <td>Comptroller</td> <td>Scot Brandon</td> </tr> <tr> <td>ESDA Coordinator</td> <td>Danny Russell</td> </tr> <tr> <td>Fire Chief</td> <td>Ken Waters</td> </tr> <tr> <td>Public Works Director</td> <td>Greg Hazel</td> </tr> <tr> <td>Recreation Superintendent</td> <td>Luke Humphrey</td> </tr> </table>			Administrator	Jeff Fiegenschuh	Comptroller	Scot Brandon	ESDA Coordinator	Danny Russell	Fire Chief	Ken Waters	Public Works Director	Greg Hazel	Recreation Superintendent	Luke Humphrey
Administrator	Jeff Fiegenschuh													
Comptroller	Scot Brandon													
ESDA Coordinator	Danny Russell													
Fire Chief	Ken Waters													
Public Works Director	Greg Hazel													
Recreation Superintendent	Luke Humphrey													
RECOMMENDED ACTION: Approve appointments														
DEPARTMENT HEAD APPROVAL 	VILLAGE ADMINISTRATOR													
AGENDA PAGE NUMBER:														