



Village of Mahomet

503 E. Main Street • P.O. Box 259 • Mahomet, Illinois 61853-0259

Phone: (217) 586-4456 • Fax: (217) 586-5696

www.mahomet-il.gov www.ChooseMahomet.com

**BOARD OF TRUSTEES
STUDY SESSION
NOVEMBER 8, 2022
6:00 P.M.**

**VILLAGE OF MAHOMET ADMINISTRATION BUILDING
503 E. MAIN STREET
MAHOMET, IL 61853**

AGENDA

View Zoom Meeting

<https://us02web.zoom.us/j/81247200816?pwd=TINBa3FIY2RDc2lrV3UyWdNrOExtQT09>

**We invite the public to view the meeting (viewing only, no public comment via Zoom) as it is
livestreamed on Zoom at 6:00PM**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PUBLIC COMMENT:** The Board welcomes your input on any matter during the public forum portion of the meeting. If you would like to participate in the public comment portion of the meeting, please attend in person at Village Administration Building or email your comments or questions to us at dawnmohr@mahomet-il.gov, no later than 4:30 p.m. on November 8, 2022. Any comments and questions received will be read during the public comment portion of the meeting. Public comment is accepted for a maximum of 30 minutes at each meeting. There is a five (5) minute time limit for your remarks. The Board reserves the right to shorten the five-minute time limit if there are many commenters. Please be aware that the Public Body is not required to respond to your remarks during their meeting. **PUBLIC COMMENT NOT PERMITTED VIA VIDEO OR AUDIO.**
5. **ORDINANCES, RESOLUTIONS AND OTHER ACTIONS:**
 - A. **TRANSPORTATION:**
 1. A RESOLUTION AWARDED THE PURCHASE OF A TITAN LEAF PRO PLUS LEAF VACUUM FROM BONNELL INDUSTRIES, INC. IN THE AMOUNT OF \$54,908.10.
 2. A RESOLUTION APPROVING THE PURCHASE OF JOHN DEERE Z960M ZTRAK MOWER FROM AHW LLC IN THE AMOUNT OF \$7,770.58.

3. A RESOLUTION APPROVING THE PURCHASE OF TORO GROUNDSMASTER 4000-D BATWING MOWER FROM MTI DISTRIBUTING IN THE AMOUNT OF \$63,345.80.

B. ENGINEERING:

1. A RESOLUTION FOR THE JOINT FUNDING AGREEMENT FOR STATE-LET CONSTRUCTION WORK FOR THE DIVISION STREET PAVING PROJECT

C. POLICE:

1. AN ORDINANCE CONCERNING UNMANNED AERIAL VEHICLE/DRONES

D. ADMINISTRATION:

1. A RESOLUTION TO AMEND AN INTERGOVERNMENTAL AGREEMENT CREATING THE GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM BETWEEN THE CHAMPAIGN COUNTY GIS CONSORTIUM AND THE VILLAGE OF MAHOMET.

6. ADMINISTRATORS REPORT:

A. Departmental Reports

1. Transportation
2. Engineering
3. Water/Wastewater
4. Police

7. MAYOR'S REPORT

A. NOVEMBER 2022 BOARD MEETING CALENDAR

1. STUDY SESSION- NOVEMBER 15, 2022-6:00 P.M.
2. BOARD OF TRUSTEES MEETING-NOVEMBER 22, 2022-6:00 P.M.

- 8. NEW BUSINESS:** Discussion of any items that the Trustees may have for new business not listed on the agenda. No formal action will be taken on these items during this proceeding.

9. ADJOURNMENT



MEMORANDUM
TO THE
BOARD OF TRUSTEES



ITEM: A Resolution Authorizing the Sole Source Purchase of Titan Leaf Vacuum from Bonnell Industries, Inc. through HGAC	DEPARTMENT: Transportation
AGENDA SECTION: Transportation	AMOUNT: \$54,908.10
ATTACHMENTS: () ORDINANCE (x) RESOLUTION (x) OTHER SUPPORTING DOCUMENTS	DATE: November 8, 2022

INTRODUCTION: Staff seeks board approval for the purchase of a new Titan Leaf Vacuum from Bonnell Industries, Inc. through HGAC for \$54,908.10 after trade-in. This item was budgeted for in FY2023.

BACKGROUND: The Village started the curbside brush and leaf collection program(s) in 2009 with two leaf vacuums; one purchased and one rented. It became rapidly evident we would need two vacuums to properly run the leaf collection program. As the program progressed staff found better, more efficient ways to run the leaf collection portion, which included upgrading to the leaf vacuum brand and models we use now.

The fall leaf collection runs for seven weeks, and the spring collection runs for two weeks. During the fall collection, staff runs two leaf vacuums and three to four trucks, depending on collection volume and staff availability.

Staff is requesting this as sole source purchase because of equipment uniformity and Titan being a brand we have used for several years and have good success with for the way run leaf collection.

The list price for a new leaf vacuum prior to trade-in is \$77,408.10. The oldest leaf vacuum (a 2014 Titan Leaf Pro) will be traded-in for this purchase and the trade-in value is \$22,500.00, making the final cost \$54,908.10.

The current lead time for delivery is six to eight months. If purchased, we would likely not take delivery until after the Spring 2023 collection has been completed.

DISCUSSION OF ALTERNATIVES:

The alternatives are to approve or deny or delay the purchase of a leaf vacuum.

PRIOR BOARD ACTION:

The board approved the 2023-2027 CIP budget which included \$53,000.00 funding for the purchase of a leaf vacuum.

BUDGET IMPACT: The cost of the leaf vacuum after trade-in is \$1,908.10 over the budgeted amount in the FY2023 Budget and FY2023-2027 CIP.

Our Bonnell representative indicated there has been two price increases already this year and will likely be another increase sometime next year.

STAFF IMPACT: Eric Crowley will be responsible for general coordination of the purchase of the leaf vacuum.

SUMMARY: Staff seeks board feedback and approval of the purchase.

RECOMMENDED ACTION: Staff recommends approving a Resolution to purchase a leaf vacuum for the Transportation Department.

DEPARTMENT HEAD APPROVAL: /S/ Eric Crowley	VILLAGE ADMINISTRATOR: /S/ Patrick Brown
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1385 Franklin Grove Rd
 Dixon, IL 61021
 815-284-3819 * 815-284-8815 Fax
 800-851-9664
 www.bonnell.com * info@bonnell.com

Quote



Quote Number: 0161250
Quote Date: 10/21/2022

Bill To: 5862013
 VILLAGE OF MAHOMET
 218 S LAKE OF THE WOODS ROAD
 MAHOMET, IL 61853

Ship To:
 VILLAGE OF MAHOMET
 218 S LAKE OF THE WOODS ROAD
 MAHOMET, IL 61853

Phone: (217) 586-2013 Fax:

Phone:
 Fax:

Confirm To: GARY LAFORGE

Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	11/21/2022

Ordered	Unit	Item Number	Each Price	Extended Price
1.00	EACH	TITAN	77,408.10	77,408.10
		MODEL: TITAN LEAF PRO PLUSCOMPLETE PRICE>>>>>		
1.00	EACH	T10000		
		TITAN PRO BASE MODEL STANDARD FEATURES *ELECTRIC TRAILER BRAKES WITH BREAK AWAY SYSTEM *7000 LB SINGLE AXLE AND RUNNING GEAR *DOT COMPLIANT LED LIGHTING AND MARKINGS *TELESCOPING TONGUE WITH 7 POSITIONS SPANNING 36" *ADJUSTABLE PINTLE HITCH RATED AT TRAILER CAPACITY *MANUAL JACK WITH FOOT RATED AT 8000 LBS *74 HP TIER IV KUBOTA DIESEL ENGINE *MAGNETIC PREScreens ON ENGINE FOR ADDED FILTRATION *50 GALLON ALUMINUM FUEL TANK WITH SIGHT GAUGE *30" DIAMETER BELT DRIVEN IMPELLAR WITH 6 BLADES OF AR400 *BLOWER HOUSING LINER *DISCHARGE ELBOW LINER *5 GROOVE BELT AND SHEAVE SYSTEM FOR OPTIMUM PERFORMANCE *11-1/2" CLUTCH TO FIT SAE #3 ENGINE HOUSING *RIGID DISCHARGE TUBE WITH 4' HD RUBBER ADAPTOR HOSE *CLEAR URETHANE COLLECTION HOSE. (.06" WALL) *CURB SIDE PICKUP WITH OVERHEAD BOOM. *12 VOLT DC POWER UNIT TO OPERATE RAISE/LOWER OF BOOM *WHEEL CHOCKS *YELLOW FLASHERS *FIRE EXTINGUISHER		
1.00	EACH	T10120		
		DRIVERS SIDE PICKUP IN LIEU OF PASSENGER SIDE		
1.00	EACH	T10152		
		HYDRAULIC TRAILER JACK POWERED BY HYDRAULIC VALVE AND SWITCH		
1.00	EACH	T10301		
		32" DIAMETER IMPELLER WITH 6 AR400 BLADES		
1.00	EACH	T10351		
		TRANSFLUID COUPLER IN LIEU OF HAND OPERATED CLUTCH.		
1.00	EACH	T10401		
		SWIVEL DISCHARGE WITH ALL STEEL DISCHARGE TUBE. (INCLUDES HYDRAULIC RAISE AND LOWER OF THE DISCHARGE TUBE.)		
1.00	EACH	T10703		
		DIRECTIONAL LIGHT BAR INSTALLED REARWARD FACING ON TAILGATE. COMES WITH		



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 Dixon, IL 61021
 815-284-3819 * 815-284-8815 Fax
 800-851-9664
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Quote

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 Quote Date: 10/21/2022

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 MAHOMET, IL 61853

Phone: (217) 586-2013 Fax:

Phone:
 Fax:

Confirm To: GARY LAFORGE

Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	11/21/2022

Ordered	Unit	Item Number	Each Price	Extended Price
1.00	EACH	CONTROLLER INSTALLED NEAR THE OPERATORS STATION. T10706		
1.00	EACH	100 GALLON SINGLE TANK DUST CONTROL SYSTEM WITH SUPPLY PUMP AND THREE NOZZLES DIRECTED INTO THE AIR FLOW IN THE DISCHARGE ELBOW. T10710		
1.00	EACH	SPARE TIRE INSTALLED ON CHASSIS T10713		
1.00	EACH	CLEAN OUT DOOR INSTALLED IN BLOWER HOUSTING COVER. ALLOWS CLEANOUT OF BLOWER HOUSING WITH OUT REMOVING COVER. T20907		
1.00	EACH	PROPORTIONALLY CONTROLLED THREE AXIS COLLECTION BOOM, OPERATORS PLATFORM WITH RIDE ON SEAT, ENGINE CONTROLS WITH E-STOP AND DIAGNOSTICS, HALL EFFECT JOYSTICK (IP67 RATED), SPRING CUSHIONED OPERATORS SEAT WITH WEIGHT ADJUSTMENT AND SEAT BELT. /LEAF VAC LEAD TIME		
		160 DAYS ARO		
1.00		/TRADE IN	(22,500.00)	-22,500.00

SIGNING THIS QUOTE CONSTITUTES YOUR ACCEPTANCE AND AGREEMENT TO THE FOLLOWING:

- o DUE TO THE CLIMATE OF CURRENT MARKET CONDITIONS FINAL INVOICE PRICE MAY VARY FROM ORIGINAL QUOTE PRICE.
- o NO PRODUCT/SPEC. CHANGES MAY BE MADE AFTER THE DATE OF SIGNATURE. ANY CHANGES REQUESTED AFTER THE DATE OF SIGNATURE WILL BE QUOTED SEPARATELY AND, IF APPLICABLE, WILL BE COMPLETED ON A SEPARATELY SCHEDULED TIME FRAME.
- o 15% RESTOCKING FEE ON RETURNED ITEMS. NO RETURNS ON ELECTRICAL ITEMS
- o THIS QUOTE IS VALID FOR 30 DAYS. ALL QUOTES OVER 30 DAYS OLD ARE SUBJECT TO CHANGE AND REQUIRE A REQUOTE PRIOR TO ACCEPTANCE OF A PURCHASE ORDER.

Net Order:	54,908.10
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Quote Total:	54,908.10

AUTHORIZED APPROVAL CONTACT NAME (PRINTED): _____

AUTHORIZED APPROVAL CONTACT (SIGNATURE): _____

APPROVAL DATE: _____

APPROVAL DATE: _____

Village of Mahomet 2023 - 2027 Capital Project Sheet

Proj. #: ST-17VAC

Project Description: Titan Leaf Vacuum

Project Lead: Eric Crowley Dept: Public Works / Transportation

Project Type: New Project/Expansion Replacement Maintenance Changed

FUND: 34-00-7313

BREAKDOWN OF PROJECT COST AND FUNDING SOURCES

Cost Summary	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Future Yrs	TOTAL
Professional Services							0
Land Acquisition							0
Infrastructure Improvements							0
Building Improvements							0
Machinery and Equipment	65,000					70,000	135,000
Other/Miscellaneous							0
TOTAL COST	65,000	0	0	0	0	70,000	135,000
Funding Source(s)	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Future Yrs	
Operating Budget							0
Bond							0
Lease							0
Grants							0
Donations							0
MFT							0
CIP							0
TIF							0
Trade-in	12,000					12,000	24,000
Vehicle Replacement / Capital Equipment	53,000					58,000	111,000
TOTAL FUNDING SOURCES	65,000	0	0	0	0	70,000	135,000

1. Briefly Describe and provide justification for the Capital Project Request.

Using the 8 year replacement cycle, Vac 2, the one purchased in 2014 (with equipment bond), will need to be replaced in FY 2022. May be included with FY22 Equipment Bond.

2. Describe the project status and completed work.

3. Describe any anticipated grants.

In 2019 we ordered the replacement for the 2012 vac (Vac 1). In 2020 lots of work was done on this machine.

4. What impact will the project have on annual operating expenses? Please quantify and describe.

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Future Yrs.	Total
							0
							0
							0
							0

Map and/or pictures of Project/Project Area:

RESOLUTION NO. 22-11-



A RESOLUTION AWARDING THE PURCHASE OF A TITAN LEAF PRO PLUS LEAF VACUUM FROM BONNELL INDUSTRIES, INC. IN THE AMOUNT OF OF \$54,908.10

VILLAGE OF MAHOMET, CHAMPAIGN COUNTY, ILLINOIS

WHEREAS, The Village of Mahomet has provided a service the residents by offering a curbside leaf collection program since 2009; and,

WHEREAS, The Village Board Trustees approved the FY2023 Budget and FY2023-2027 Capital Improvement Plan and a replacement of a leaf vacuum was included; and,

WHEREAS, The Titan Leaf Pro Plus leaf vacuum meets specific size, features, and specification requirements of the Village of Mahomet; and

WHEREAS, The Village of Mahomet is a member of the HGAC Cooperative Purchase Program; and

WHEREAS, The total cost of the Titan Leaf Pro Plus leaf vacuum from Bonnell Industry is \$54,908.10; and

WHEREAS, In an effort to create uniformity of equipment staff recommends the purchase of the leaf vacuum from Bonnell Industries, Inc. using the HGAC Cooperative Purchase Program as allowed under Section 3-1 of the Village of Mahomet Purchasing Policy.

NOW, THEREFORE, BE IT RESOLVED, PASSED AND APPROVED, this 22nd day of November 2022, by the Board of Trustees of the Village of Mahomet that:

1. The recitals above are found to be true and incorporated herein. The Village of Mahomet does hereby approve the purchase of a Titan Leaf Pro Plus leaf vacuum from Bonnell Industries Inc. in the amount of \$54,908.10. As this leaf vacuum is being purchased using a joint purchase cooperative, competitive bidding is waived.
2. The Village of Mahomet Board of Trustees further authorizes the Village Administrator to execute the proper documents necessary to complete this purchase.

Sean M. Widener, President
Board of Trustees
Village of Mahomet

Attest:

Dawn Mohr, Village Clerk



MEMORANDUM
TO THE
BOARD OF TRUSTEES



ITEM: A Resolution Authorizing the Purchase of a John Deere Zero Turn Mower from AHW LLC Through a Sourcewell Turf Contract 031121-DAC (PG BT CG 23)	DEPARTMENT: Transportation
AGENDA SECTION: Transportation	AMOUNT: \$7,770.58
ATTACHMENTS: () ORDINANCE (X) RESOLUTION (X) OTHER SUPPORTING DOCUMENTS	DATE: November 8, 2022

INTRODUCTION: Staff seeks board approval for the purchase of a new John Deere zero turn mower from AHW LLC in Urbana, Illinois through Sourcewell Turf contract 031121-DAC (PG BT CG 23)

BACKGROUND: Transportation Staff finish mow approximately 40 acres per week routinely throughout the mowing season and as much as 55 acres per week toward the end of the season when requested by Parks and Recreation. At least two times per year staff also mows the “tall grass” at Barber Park with a bush hog mower.

Staff uses two mowers for a finish cut: a John Deere zero turn mower and a Toro wide area batwing mower. It generally takes about two days to complete the weekly routine mowing, with the exception being early in the season when some locations require mowing twice per week to keep those areas looking good. Some of those locations are as follows:

- | | |
|--|--|
| Northridge S/D basins and ditch | Brent Johnson Park |
| Timber Ridge S/D south basin and ditch | Barber Park |
| Sangamon River Greenway | Route 150 and Lake of the Woods Rd. bike paths |
| Water Tower Park | Churchill Roundabout |
| Augusta Drive basin | Standpipe water tower |
| Police Department | Crowley Rd. guardrails |
| North 1/8 mile of Prairieview Rd. | |

Per our replacement policy, Riding Mowers/UTV must be 4 years or 1500 hours. The mower being replaced will be five years old in the spring and currently has 910 engine hours. We average approximately 190 hours of operation per year on this mower.

The current lead time for delivery is approximately six months. Therefore, it is possible, but not guaranteed we would take delivery prior to the start of the mowing season next spring.

DISCUSSION OF ALTERNATIVES:

The alternatives are to approve or deny the purchase of this mower. The mower meets policy on age.

PRIOR BOARD ACTION:

The board approved the 2023-2027 CIP budget which included \$13,000.00 funding for the purchase of a zero turn mower.

BUDGET IMPACT: The cost of the mower after trade-in is \$5,229.42 under the budgeted amount in the FY2023 budget and FY2023-2027 CIP. Cost after trade-in will be \$7,770.58.

John Deere has yet to have any major price increases on small equipment as compared to some other equipment companies and industries, however they have reduced production of smaller equipment.

STAFF IMPACT: Eric Crowley will be responsible for general coordination of the purchase of the mower.

SUMMARY: Staff seeks board feedback and approval of the purchase.

RECOMMENDED ACTION: Staff recommends approving a Resolution to purchase of a John Deere zero turn mower for the Transportation Department.

DEPARTMENT HEAD APPROVAL: /S/ Eric Crowley	VILLAGE ADMINISTRATOR: /S/ Patrick Brown
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ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

AHW LLC
 314 N Cottonwood Road
 Urbana, IL 61802
 US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

AHW LLC
 314 N Cottonwood Road
 Urbana, IL 61802
 217-328-2820
 dlurbana@ahwllc.com

Quote Summary

Prepared For:

MAHOMET, VILLAGE OF
 MAHOMET
 503 E Main St
 MAHOMET, IL 61853
 Business: 217-586-5407
 SVERGIL@MAHOMET-IL.GOV

Delivering Dealer:

AHW LLC
 Peter Farm
 314 N Cottonwood Road
 Urbana, IL 61802
 Phone: 217-328-2820
 Mobile: 217-202-1199
 pfarm@ahwllc.com

Quote ID: 27649968
Created On: 20 October 2022
Last Modified On: 20 October 2022
Expiration Date: 27 October 2022

Equipment Summary	Suggested List	Selling Price	Qty	=	Extended
JOHN DEERE Z960M ZTrak	\$ 17,637.80	\$ 13,670.58	1	=	\$ 13,670.58
Customer Delivery Charge - Commercial & Utility		\$ 0.00	1	=	\$ 0.00
Contract: Sourcewell Turf 031121-DAC (PG BT CG 23)					
Price Effective Date:					
Equipment Total					\$ 13,670.58

Trade In Summary	Qty	Each	Extended
2017 JOHN DEERE Z960M - 1TC960MDHHT060111	1	\$ 5,900.00	\$ 5,900.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 5,900.00
Trade In Total			\$ 5,900.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 13,670.58
Trade In	\$ (5,900.00)
SubTotal	\$ 7,770.58
Est. Service Agreement Tax	\$ 0.00

Salesperson : X _____

Accepted By : X _____

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

AHW LLC
314 N Cottonwood Road
Urbana, IL 61802
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

AHW LLC
314 N Cottonwood Road
Urbana, IL 61802
217-328-2820
dlurbana@ahwllc.com

Total	\$ 7,770.58
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 7,770.58

Salesperson : X _____

Accepted By : X _____

Selling Equipment



Quote Id: 27649968 **Customer Name:** MAHOMET, VILLAGE OF

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 AHW LLC
 314 N Cottonwood Road
 Urbana, IL 61802
 US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 AHW LLC
 314 N Cottonwood Road
 Urbana, IL 61802
 217-328-2820
 dlurbana@ahwllc.com

JOHN DEERE Z960M ZTrak

Hours: 0 **Suggested List ***
Stock Number: 435402 \$ 17,637.80
Contract: Sourcewell Turf 031121-DAC (PG BT CG 23) **Selling Price ***
Price Effective Date: \$ 13,670.58

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2233TC	JOHN DEERE Z960M COMMERCIAL ZTRACK MOWER, 72" DECK, TWEELS	1	\$ 16,099.00	23.00	\$ 3,702.77	\$ 12,396.23	\$ 12,396.23
Standard Options - Per Unit							
001A	COUNTRY CODES - US/CANADA	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1041	72 TWEEL	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1506	1506	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2093	SUSP SEAT	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
LP40112	Beacon Light Kit	1	\$ 251.00	23.00	\$ 57.73	\$ 193.27	\$ 193.27
BTC10287	Rubber Flap Striping Kit for 1828.8-mm (72-in.) Deck	1	\$ 612.04	23.00	\$ 140.77	\$ 471.27	\$ 471.27
BUC10584	Jack Kit	1	\$ 286.76	23.00	\$ 65.95	\$ 220.81	\$ 220.81
41P70-5-A2	Non-Contract Open Market GrassFlap with SE Pedal Includes John Deere No-Drill Mount Installed	1	\$ 389.00	0.00	\$ 0.00	\$ 389.00	\$ 389.00
Dealer Attachments Total			\$ 1,538.80		\$ 264.45	\$ 1,274.35	\$ 1,274.35
Value Added Services							
	Customer Delivery Charge - Commercial & Utility	1	\$ 125.00			\$ 125.00	\$ 0.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 17,637.80		\$ 3,967.22	\$ 13,670.58	\$ 13,670.58

Trade-in

Quote Id: 27649968

Customer Name: MAHOMET, VILLAGE OF

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

 AHW LLC
 314 N Cottonwood Road
 Urbana, IL 61802
 US

2017 JOHN DEERE Z960M	
SN# 1TC960MDHHT060111	
Machine Details	
Description	Net Trade Value
2017 JOHN DEERE Z960M	\$ 5,900.00
SN# 1TC960MDHHT060111	
Your Trade In Description	
Additional Options	
Hour Meter Reading	909
Total	\$ 5,900.00

Village of Mahomet 2023 - 2027 Capital Project Sheet

Proj. #: **ST-19ZTM**

Project Description: **Zero Turn Mower**

Project Lead: **Eric Crowley** Dept: **Public Works / Transportation**

Project Type: New Project/Expansion Replacement Maintenance Changed

FUND: **34-00-7313**

BREAKDOWN OF PROJECT COST AND FUNDING SOURCES

Cost Summary	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Future Yrs	TOTAL
Professional Services							0
Land Acquisition							0
Infrastructure Improvements							0
Building Improvements							0
Machinery and Equipment	15,000					18,000	33,000
Other/Miscellaneous							0
TOTAL COST	15,000	0	0	0	0	18,000	33,000
Funding Source(s)	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Future Yrs	
Operating Budget							0
Bond							0
Lease							0
Grants							0
Donations							0
MFT							0
CIP							0
TIF							0
Trade-In	2,000					2,000	4,000
Vehicle Replacement / Capital Equipment	13,000	0				16,000	29,000
TOTAL FUNDING SOURCES	15,000	0	0	0	0	18,000	33,000

1. Briefly Describe and provide justification for the Capital Project Request.

This item is for the recurring replacement of the zero turn mower. The last mower was replaced in FY 2019. This mower could be replaced through Sourcewell.

2. Describe the project status and completed work.

3. Describe any anticipated grants.

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4. What impact will the project have on annual operating expenses? Please quantify and describe.

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Future Yrs.	Total
Vehicle Maintenance Savings	250	500	750	1,000	1,250	1,500	5,250
							0
							0
							0

Map and/or pictures of Project/Project Area:



RESOLUTION NO. 22-11-

**RESOLUTION APPROVING THE PURCHASE OF JOHN DEERE Z960M ZTRAK
MOWER FROM AHW LLC IN THE AMOUNT OF \$7,770.58.**

VILLAGE OF MAHOMET, CHAMPAIGN COUNTY, ILLINOIS

WHEREAS, The Village of Mahomet Transportation Department mows approximately 40 acres per week routinely throughout the mowing; and,

WHEREAS, The Village Board Trustees approved the FY2023 Budget and FY2023-2027 Capital Improvement Plan and a replacement of a the zero-turn mower was included; and,

WHEREAS, The John Deere Z960m ZTrak Mower meets specific size, features, and specification requirements of the Village of Mahomet; and

WHEREAS, The Village of Mahomet is a member of the Sourcewell, a cooperative purchase program; and

WHEREAS, The total cost after trade-in of the John Deere Z960m ZTrak Mower from AHW LLC is \$7,770.58; and

WHEREAS, Village staff recommends the purchase of the John Deere Z960m ZTrak Mower from AHW LLC, in Urbana through the Sourcewell Turf contract 031121-DAC (PG BT CG 23) as allowed under Section 3-1 of the Village of Mahomet Purchasing Policy.

NOW, THEREFORE, BE IT RESOLVED, PASSED AND APPROVED, this 22nd day of November 2022, by the Board of Trustees of the Village of Mahomet that:

1. The recitals above are found to be true and incorporated herein. The Village of Mahomet does hereby approve the purchase of a John Deere Z960m ZTrak Mower from AHW LLC. in the amount of \$7,770.58. As the mower is being purchased using a joint purchase cooperative, competitive bidding is waived.
2. The Village of Mahomet Board of Trustees further authorizes the Village Administrator to execute the proper documents necessary to complete this purchase.

Sean M. Widener, President
Board of Trustees
Village of Mahomet

Attest:

Dawn Mohr, Village Clerk



MEMORANDUM
TO THE
BOARD OF TRUSTEES



ITEM: A Resolution Authorizing the Purchase of a Toro Groundsmaster 4000-4 from MTI Distributing through Sourcewell Contract 031121-TTC	DEPARTMENT: Transportation
AGENDA SECTION: Transportation	AMOUNT: \$63,345.80
ATTACHMENTS: () ORDINANCE (X) RESOLUTION (X) OTHER SUPPORTING DOCUMENTS	DATE: November 8, 2022

INTRODUCTION: Staff seeks board approval for the purchase of a new Toro Groundsmaster 4000-D batwing mower from MTI Distributing through Sourcewell Contract 031121-TTC for \$63,345.80 after trade-in.

BACKGROUND: Transportation Staff finish mow approximately 40 acres per week routinely throughout the mowing season and as much as 55 acres per week toward the end of the season when requested by Parks and Recreation. At least two times per year staff also mows the “tall grass” at Barber Park with a bush hog mower.

Staff uses two mowers for a finish cut: a John Deere zero turn mower and a Toro wide area batwing mower. It generally takes about two days to complete the weekly routine mowing, with the exception being early in the season when some locations require mowing twice per week to keep those areas looking good. Some of those locations are as follows:

- | | |
|--|--|
| Northridge S/D basins and ditch | Brent Johnson Park |
| Timber Ridge S/D south basin and ditch | Barber Park |
| Sangamon River Greenway | Route 150 and Lake of the Woods Rd. bike paths |
| Water Tower Park | Churchill Roundabout |
| Augusta Drive basin | Standpipe water tower |
| Police Department | Crowley Rd. guardrails |
| North 1/8 mile of Prairieview Rd. | |

Per our replacement policy, Riding Mowers/UTV must be 4 years or 1500 hours. The mower being replaced will be six years old when the replacement arrives and currently has over 1200 hours. So it meets are criteria for replacement. The mower was purchased in the summer of

2017 and has over 1200 engine hours. We average approximately 200 hours of operation per year on this mower.

The current lead time for delivery is approximately eight to twelve months. Therefore, we would not likely see or pay for the mower until later next summer or fall.

DISCUSSION OF ALTERNATIVES:

The alternatives are to approve or deny the purchase of this mower.

PRIOR BOARD ACTION:

The board approved the FY2023 Budget and FY2023-2027 CIP budget which included \$55,000.00 funding for the purchase of a replacement batwing mower.

BUDGET IMPACT: The cost of the mower after trade-in is \$8,345.80 over the budgeted amount in the FY2023 Budget and FY2023-2027 CIP.

Toro has had one price increase already this year with another increase anticipated next year.

STAFF IMPACT: Eric Crowley will be responsible for general coordination of the purchase of the mower.

SUMMARY: Staff seeks board feedback and approval of the purchase.

RECOMMENDED ACTION: Staff recommends approving a Resolution for the purchase of a Toro batwing mower for the Transportation Department.

DEPARTMENT HEAD APPROVAL: /S/ Eric Crowley	VILLAGE ADMINISTRATOR: /S/ Patrick Brown
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MTI Distributing
Equipment Quote
October 24, 2022



Eric Crowley
Village of Mahomet

Quote Expiration Date: 11/23/2022

SOURCEWELL CONTRACT PRICING - CONTRACT #031121-TTC

Qty	Model Number	Description	Quote Price Each	Quote Price Extended
1	30609	Groundsmaster 4000-D (T4)	\$82,758.78	\$82,758.78
8	93-5974	8 Inch Foam Filled Caster Wheel Assembly	\$172.26	\$1,378.10
1	30671	Universal Sunshade, Red	\$805.74	\$805.74
1	31522	4WD Flow Divider Kit	\$480.48	\$480.48
1	31693	North American Road Light Kit	\$1,922.70	\$1,922.70
TRADE:				
1	XR-UE	Toro Groundsmaster 4000-D model #30609, s/n 401134914		(\$24,000.00)
Village of Mahomet Sourcewell Member #				
			Equipment Total	\$87,345.80
			Trade	(\$24,000.00)
			6.25% Sales Tax	Exempt
			Total	\$63,345.80

Quote validity: As a result of supply chain disruptions effecting availability and pricing, the pricing above cannot be guaranteed. Should you commit to a non-binding purchase commitment, a firm quote (including finance rates) will be provided when product becomes available.

Net 30 Terms with qualified credit

New Toro commercial equipment comes with a two-year manufacturer warranty

Equipment delivery and set-up at no additional charge

All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

JP Bliss
Outside Sales Representative
314-873-3322

Karen Wangenstein
Inside Sales Representative
763-592-5643

MTI Distributing, Inc. • 8901 Springdale Avenue • Berkeley, MO 63134

I commit to the purchase as detailed on quote above. I reserve the right to opt out of intended purchase at any time prior to scheduled delivery. I understand that the quoted pricing above is not guaranteed and that I will be provided a new proposal when product becomes available.

Name:

Signature:

Date:

Village of Mahomet 2023 - 2027 Capital Project Sheet

Proj. #: **ST-19BWM**

Project Description: **Toro Groundsmaster 4000-D Batwing Mower**

Project Lead: **Eric Crowley** Dept: **Public Works / Transportation**

Project Type: New Project/Expansion Replacement Maintenance Changed

FUND: **34-00-7313**

BREAKDOWN OF PROJECT COST AND FUNDING SOURCES

Cost Summary	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Future Yrs	TOTAL
Professional Services							0
Land Acquisition							0
Infrastructure Improvements							0
Building Improvements							0
Machinery and Equipment	70,000					75,000	145,000
Other/Miscellaneous							0
TOTAL COST	70,000	0	0	0	0	75,000	145,000
Funding Source(s)	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Future Yrs	
Operating Budget							0
Bond							0
Lease							0
Grants							0
Donations							0
MFT							0
CIP							0
TIF							0
Trade-In	15,000					15,000	30,000
Vehicle Replacement / Capital Equipment	55,000	0				60,000	115,000
TOTAL FUNDING SOURCES	0			0	0	60,000	145,000

1. Briefly Describe and provide justification for the Capital Project Request.

This item is for the replacement of the 2017 Toro Groundsmaster 4000-D batwing mower. The replacement for mowers is 4 years or 1,500 hours. This mower could be replaced through Sourcewell.

2. Describe the project status and completed work.

3. Describe any anticipated grants.

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4. What impact will the project have on annual operating expenses? Please quantify and describe.

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Future Yrs.	Total
Vehicle Maintenance Savings	200	300	300	500	500	500	2,300
							0
							0
							0

Map and/or pictures of Project/Project Area:



RESOLUTION NO. 22-11-

**RESOLUTION APPROVING THE PURCHASE OF TORO GROUNDSMASTER
4000-D BATWING MOWER FROM MTI DISTRIBUTING
IN THE AMOUNT OF \$63,345.80**

VILLAGE OF MAHOMET, CHAMPAIGN COUNTY, ILLINOIS

WHEREAS, The Village of Mahomet Transportation Department mows approximately 40 acres per week routinely throughout the mowing; and,

WHEREAS, The Village Board Trustees approved the FY2023 Budget and FY2023-2027 Capital Improvement Plan and a replacement of a the Toro Groundmaster mower was included; and,

WHEREAS, The Toro Groundmaster 4000-D mower meets specific size, features, and specification requirements of the Village of Mahomet; and

WHEREAS, The Village of Mahomet is a member of the Sourcewell, a cooperative purchase program; and

WHEREAS, The total cost after trade-in of the Toro Groundmaster 4000-D from MTI Distributing is \$63,345.80; and

WHEREAS, Village staff recommends the purchase of the Toro Groundmaster 4000-D from MTI Distributing through the Sourcewell Contract 031121-TTC in the amount of \$63,345.80 as allowed under Section 3-1 of the Village of Mahomet Purchasing Policy.

NOW, THEREFORE, BE IT RESOLVED, PASSED AND APPROVED, this 22nd day of November 2022, by the Board of Trustees of the Village of Mahomet that:

1. The recitals above are found to be true and incorporated herein. The Village of Mahomet does hereby approve the purchase of a Toro Groundmaster 4000-D from MTI Distributing in the amount of \$63,345.80. As the mower is being purchased using a joint purchase cooperative, competitive bidding is waived.
2. The Village of Mahomet Board of Trustees further authorizes the Village Administrator to execute the proper documents necessary to complete this purchase.

Sean M. Widener, President
Board of Trustees
Village of Mahomet

Attest:

Dawn Mohr, Village Clerk



MEMORANDUM
TO THE
BOARD OF TRUSTEES



ITEM: Resolution for the Joint Funding Agreement for State-Let Construction Work for Division Street Paving Project	DEPARTMENT: Public Works / Transportation
AGENDA SECTION: Engineering / Transportation	AMOUNT: \$845,000
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER SUPPORTING DOCUMENTS	DATE: November 22, 2022

INTRODUCTION:

The Village of Mahomet put the paving of Division St on the Transportation Improvement Program (TIP) in 2018 to be funded in FY 23. We propose to use our federal STU funds along with the some Covid relief funds and our local match.

The attached map shows that the intersections of Main and State Streets and the section of Main Street from Division St to the post office are included in this project. For simplicity, the project is referred to as the “Division Street Paving Project.”

BACKGROUND:

Project Number ST-23STU was identified as the Division Street Paving Project for milling and resurfacing. This project has been identified by the Illinois Department of Transportation as Job Number C-95-006-22, Project No. TVYB(304) and Section Number 18-00036-00-RS. The Federal Funding has been identified as the 2023 Urban Surface Transportation Program (STU); which is coordinated by the Champaign Urbana Urbanized Area Transportation Study (CUUATS) and has an 80/20 split.

The current updated funding estimate for the construction of the Division Street Paving Project is \$845,000. The federal funding consists of \$610,000 STU and \$29,957.85 Covid Relief funds. The local portion of the project is \$205,000. It should be noted that these totals include a 10% contingency above the engineer’s estimate, as preferred by IDOT, for funding purposes.

I have prepared plans, IDOT has approved them, and the project is scheduled for the IDOT January 20, 2023 letting, so it can be constructed during summer break.

DISCUSSION OF ALTERNATIVES:

- 1. Suggest other local funding.
- 2. Don't agree to funding.

PRIOR BOARD ACTION:

The Board approved the 2023-2027 Capital Improvement Plan which includes this project.

COMMUNITY INPUT:

None.

BUDGET IMPACT:

The local match portion of this project is estimated at \$205,000. This is for the 20% match and the section of Division St north of State St that the State says is not eligible for the STU funds. Paving the parking lot across from the proposed tennis court site is also included.

STAFF IMPACT:

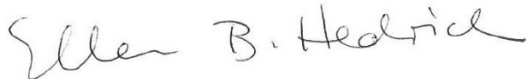

The Engineering Department will be responsible for the general coordination of the project and construction inspection and administration.

SUMMARY:

The purpose of this resolution is to allocate the federal and local funding to the Division St Paving Project.

RECOMMENDED ACTION:

It is recommended that the Village Board of Trustees approve the Resolution for Joint Funding Agreement for State-Let Construction Work for the Division Street Paving Project for the total amount of \$845,000.

<p>ENGINEERING DEPARTMENT APPROVAL:</p> 	<p>VILLAGE ADMINISTRATOR:</p> 
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LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Mahomet	Champaign	18-00036-00-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU/COVID	NA	CUUATS	MA-22-01

Construction

State Job Number	Project Number
C-95-006-22	TVYB(304)

Construction on State Letting Construction Engineering Utilities Railroad Work

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

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Main Street	MS 2600	0.24 mi.	00.53	00.77

Location Termini
0.1 Mile West of Division Street to East of Lincoln Street

Current Jurisdiction	Existing Structure Number(s)	Add Location
Village of Mahomet	NA	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
North Division Street	MS 7000	0.49 mi.	00.21	00.70

Location Termini
North of State Street to North of US 150

Current Jurisdiction	Existing Structure Number(s)	Add Location
Village of Mahomet	NA	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
State Street	MS 2350	0.13 mi.	00.53	00.66

Location Termini
0.1 Mile West of Division Street to 0.1 Mile East of Division Street

Current Jurisdiction	Existing Structure Number(s)	Add Location
Village of Mahomet	NA	Remove

PROJECT DESCRIPTION

Construction Only - LAFO milling, reflective crack control, and resurfacing on Main Street, North Division Street, and State Street at various locations.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

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

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - **LPA's** Share _____ Balance _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.

12. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

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

program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.

5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
8. **Required Uniform Reporting:** For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA)..

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

ADDENDA

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

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input type="checkbox"/>	4.	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Mr. Sean Widener

Title of Official

President of Board of Trustees

Signature

Date

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The above signature certifies the agency's TIN number is 376000499 conducting business as a Governmental Entity.

DUNS Number 086474512

UEI Q85BLJ4SMEV7

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

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By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

--	--

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

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Yangsu Kim, Chief Counsel

Date

--	--

Vicki Wilson, Chief Fiscal Officer

Date

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NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution Form within this Addenda.

Resolution No. 22-11-

A Resolution for:

Section Number 18-00036-00-RS
State Job Number C-95-006-22
Project Number TVYB(304)

WHEREAS, the Village of Mahomet is proposing to resurface and make ADA improvements to Division St from Oak to State, including intersections

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the Board of Trustees

Section 1: The Board of Trustees hereby appropriates \$205,000.00 or as much as may be needed to match the required funding to complete the proposed improvement from local capital improvement fund and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The Village Administrator is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The Village Clerk of Mahomet is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District 5 Bureau of Local Roads and Streets.

I, Village Clerk in and for Mahomet, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the Board of Trustees, Illinois, and keeper of the records at its meeting on the 22nd day of November, 20 22.

INTESTIMONY WEREOF; I have unto set my hand and seal, at my office, this 22nd day of November, 20 dd.

(seal)

RESOLUTION NUMBER 22-11-02

A RESOLUTION FOR THE JOINT FUNDING AGREEMENT FOR STATE-LET CONSTRUCTION WORK FOR THE DIVISION STREET PAVING PROJECT

WHEREAS, Village Staff and the Board Trustees approved the 2023-2027 Capital Improvement Plan and the FY 2023 Budget; and,

WHEREAS, the Division Street Project is part of the 2023-2027 Capital Improvement Plan; and,

WHEREAS, the funding agreement includes \$610,000 STU funds and \$29,957.85 Covid Relief funds, both federal funds; and \$205,000 local CIP funds; and,

WHEREAS, Village Staff recommends the approval of the Joint Funding Agreement for State-Let Construction Work for the Division Street Paving Project in the total amount of \$845,000.

NOW, THEREFORE, BE IT RESOLVED this 22nd day of November, 2022 by the Board of Trustees of the Village of Mahomet that:

1. The Village of Mahomet Board of Trustees does hereby approve the Joint Funding Agreement for State-Let Construction Work associated with the Division Street Paving Project in the total amount of \$845,000.
2. The Village of Mahomet Board of Trustees further authorizes the Village Administrator to execute the proper documents.

Sean Widener, President
Board of Trustees
Village of Mahomet

Attest:

Village Clerk

PROJECT LOCATION



590 Feet

CHAMPAIGN COUNTY GIS CONSORTIUM

This map was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGIS), or other CCGISC member agency. These entities do not warrant or guarantee the accuracy or suitability of GIS data for any purpose. The GIS data within this map is intended to be used as a general index to spatial information and not intended for detailed, site-specific analysis or resolution of legal matters. Users assume all risk arising from the use or misuse of this map and information contained herein. The use of this map constitutes acknowledgement of this disclaimer.

Date: Friday, October 26, 2018



MEMORANDUM
TO THE
BOARD OF TRUSTEES



ITEM: ORDINANCE CONCERNING UNMANNED AERIAL VEHICLES/DRONES	DEPARTMENT: Police
AGENDA SECTION: Police	AMOUNT: N/A
ATTACHMENTS: (X) ORDINANCE () RESOLUTION () OTHER SUPPORTING DOCUMENTS	DATE: November 8, 2022

INTRODUCTION:

The private and commercial use of unmanned aerial platforms for a variety of applications has increased substantially over the past several years. These aerial platforms, commonly known as drones, are being used for package delivery, agricultural inspections, land surveying, real estate, surveillance, and for engineering purposes on the commercial side.

In the private sector, drones have many of the same applications in addition to being used for entertainment, hobby, and recreation.

Public safety entities also deploy drones for a limited number of applications such as search and rescue, crowd control and surveillance, fire management, and the execution of search and arrest warrants.

Aerial Vehicles/Drones are controlled remotely, often through the use of cell phone applications. Some require the platform remain within “line-of-sight” of the operator, while others can range far from the operator’s physical position.

Drones are often equipped with cameras with varying degrees of sophistication. Some have simple cameras, while others have the capability of recording video, and some have night vision and heat sensing (FLIR) capabilities. Both commercial and privately available drone platforms can be equipped with advanced technologies.

Some drones have been reported to have been equipped with weaponry (other than military).

There are regulations concerning the operation of drones in various airspaces, most notably the federal government restricts the operation of both commercial and privately operated drones to certain altitudes and certain distances from airports.

States and municipalities have also enacted regulations pertaining to the operation of drones.

BACKGROUND:

The unrestricted operation of aerial platforms has become a concern within the Village of Mahomet. Primarily these concerns fall into the invasion of privacy, public safety, and officer safety categories.

The police department has fielded a number of complaints over the past several years of drones hovering over private property. Several instances of a drone hovering over people's backyard swimming pools, decks, and patios were reported to the police. It was apparent the operator was watching people as they lounged in their pools and back yards.

Recently the police department received a report from a citizen that she observed a drone flying very close to and hovering over the police department garage for approximately twenty to thirty minutes early one morning. We have also heard of many more cases of drones hovering over private residences.

Two officers recently experienced a drone hovering over them while they handled a call for service. In October, Sgt Goodwin and Sgt Ward observed a drone hovering over them as they met in the parking lot at Cornbelt. A drone was also seen hovering over a recent traffic stop.

This is a huge officer safety concern. The presence of the drones distracts officers from the potential dangers they should be paying attention to while handling stops or calls for service. Operators can also use the drones to provide surveillance of officers' positions and locations for nefarious reasons.

Officers have also become rightly concerned that operators of these drones may follow them home without the officer being aware.

Staff has researched and found a number of municipalities have enacted ordinances regulating the operation of drones over private property, public events etc. The ordinance before you has been adapted from a model ordinance provided by the Illinois Municipal League for non-home rule communities.

The proposed ordinance would establish a registration requirement for the operation of aerial platforms with the village. The ordinance also places sensible restrictions on when and where an aerial platform/drone may be operated.

DISCUSSION OF ALTERNATIVES:

Alternative 1 Rely strictly on state and federal regulations to manage the operation of aerial platforms/drones.

Alternative 2 Adopt the proposed ordinance and place sensible restrictions on the operation of drones, addressing the privacy and public safety concerns laid out in this memo.

PRIOR BOARD ACTION:

This Board (and prior Boards) has adopted similar ordinances restricting the use of certain personal property. The operation of golf carts, ATVs and similar vehicles is an example.

COMMUNITY INPUT:

The police department has received complaints from community members about past drone operations. We have not sought input from anyone in the drone “community”.

BUDGET IMPACT:

Alternative 1 would have no impact on the budget.

Alternative 2 could potentially result in a small amount of registration and perhaps fine money being generated. This is not the purpose of the ordinance.

STAFF IMPACT:

Aside from registration of drones and potential enforcement action, there will be limited operational impact. The passage of this ordinance will give officers the ability to address a concern they have for the private citizens’ privacy and the officers’ own safety.

SUMMARY:

The proliferation of aerial platforms/drones has risen to the level that government needs to step in and put sensible restrictions in place to ensure both private and public safety.

RECOMMENDED ACTION:

Staff recommends that the Board of Trustees approve the attached “Ordinance Concerning Unmanned Aerial Vehicles/Drones”.

DEPARTMENT HEAD APPROVAL: <i>Michael Metzler</i>	VILLAGE ADMINISTRATOR: <i>Patricia J. Brown</i>
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PAMPHLET PUBLICATION

ORDINANCE NO. 22-11-

AN ORDINANCE CONCERNING UNMANNED AERIAL VEHICLES/DRONES

PRESENTED: _____

PASSED: _____

APPROVED: _____

RECORDED: _____

PUBLISHED: _____

Voting "Aye" _____

Voting "Nay" _____

The undersigned being the duly qualified and acting Village Clerk of the Village of Mahomet does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

Dawn Mohr, Village Clerk

(Seal)

Dated: _____



ORDINANCE NO. 22-11-

AN ORDINANCE CONCERNING UNMANNED AERIAL VEHICLES/DRONES

**Adopted by the
President and Board of Trustees
of
The Village of Mahomet
Champaign County, Illinois**

This 22nd of November 2022

WHEREAS, the Village of Mahomet, Champaign County, Illinois, (“**Village**”) is an Illinois municipality, as such, the Illinois Municipal Code grants municipalities the authority to pass and enforce all necessary ordinances, including ordinances concerning unmanned aerial vehicles/drones; and

WHEREAS, the President and the Board of Trustees of the Village of Mahomet, Champaign County, Illinois have determined that it is necessary to adopt an ordinance concerning unmanned aerial vehicles/drones within the Village.

NOW, THEREFORE, BE IT ORDAINED this 22nd day of November 2022, by the Board of Trustees of the Village of Mahomet as follows:

Section 1 -- New Chapter 135. The following CHAPTER 135 UNMANNED AERIAL VEHICLES/DRONES is hereby added to TITLE XIII: GENERAL OFFENSES of the Code of Mahomet as follows:

CHAPTER 135 UNMANNED AERIAL VEHICLES/DRONES

§ 135.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

IMAGE. A record of thermal, infrared, ultraviolet, visible light, or other electromagnetic waves; sound waves; odors; or other physical phenomena which captures conditions existing on or about real property or an individual located on that property.

IMAGING DEVICE. A mechanical, digital, or electronic viewing device; still camera; camcorder; motion picture camera; or any other instrument, equipment, or format capable of recording, storing, or transmitting an image.

UNMANNED AERIAL VEHICLE (UAV). An unmanned aircraft that is motorized, flown by remote/UAS and operated without the possibility of direct human intervention from within or on the aircraft.

UNMANNED AIRCRAFT SYSTEM (UAS). An unmanned aircraft vehicle and associated elements (including communication links and the components that control the UAV) that are required for the pilot in command to operate safely and efficiently in the national airspace system.

(Ord. 22-11-, passed 11-22-2022)

§ 135.02 PROHIBITED ACTIVITIES.

(A) A person commits an offense if the person uses a UAV/UAS to intentionally or surreptitiously film, audiotape, record or intrude, physically or otherwise, upon the solitude or seclusion of another or his or her private affairs or concerns, if the intrusion would be offensive to a reasonable person and is without consent. The act shall be considered intentional if the operator fails to terminate the flight or intrusion once it is known to the operator that an invasion of privacy has taken place. An intrusion can take place either by violating the airspace directly above private property or by filming, recording or taping activities on private property from a distance.

(B) A person commits an offense if the person flies a UAV over the private property of another individual or entity without express permission.

(C) A person commits an offense if the person outfits a UAV with a weapon and flies that UAV/UAS with the intent to threaten or intimidate the other individual(s).

(D) A person commits an offense if the person flies a UAV over public property and roadways without complying with the requirements set forth in § 135.05 of this chapter and obtaining the required license from the village.

(E) A person commits an offense if the person operates a UAV in or around traffic.

(F) A person commits an offense if the person flies a UAV within one hundred (100) yards of a public gathering, such as, but not limited to, a parade, concert, festival or commemorative gathering without complying with the requirements set forth in § 135.03 of this chapter and the required licenses from the village.

(G) A person commits an offense if the person utilizes a UAV for the purposes of hunting or fishing.

(H) A person commits an offense if the person operates a UAV in a reckless manner that endangers another person or property.

(I) A person other than the operator landing the UAV may not bring down an UAV by any means (e.g., handgun, rifle, arrow, slingshot, any object used as a missile or any electrical device that dismantles the UAV) whether it is flown over private or public property.



(J) With the exceptions of taking off and landing, the UAV shall not be flown over four hundred (400) feet or under twenty (20) feet above the ground.

(K) A person commits an offense if the person flies a UAV within one hundred (100) yards of fire, police, or emergency personnel while in performance of their duties.

(Ord. 22-11-, passed 11-22-2022) Penalty, see § 135.99

§ 135.03 EXCEPTIONS AND NON-APPLICABILITY.

It is lawful to use a UAV/UAS within the village to photograph, film, audiotape or otherwise record an individual or individuals acting on private property where the following is true of the use:

(A) If the image is captured by the village or an individual or entity under contract with the village for the purposes of resource management;

(B) If the image is made for the monitoring, operation and maintenance of utilities, telecommunication, or transportation infrastructure for the purpose of maintaining the reliability and integrity of the utility, telecommunication or transportation system or to determine if repairs to the system are necessary;

(C) If law enforcement is using the UAV/UAS to execute a valid search warrant;

(D) If law enforcement is in hot pursuit of a suspect;

(E) If law enforcement is acting under exigent circumstances, such that a search warrant would not be required;

(F) If the UAV/UAS is being used to document a crime scene where a felony offense has been committed;

(G) If the UAV/UAS is being used to document an accident scene as part of an investigation;

(H) If the UAV/UAS is being used to conduct a search for a lost, missing, or abducted person;

(I) If the image is made for an artistic or journalistic purpose, not otherwise prohibited by state or federal law;

(J) If the image is made of a public or private event with the express written consent of the event organizer and attendees are notified that a recording may occur, and the UAV is not flown in airspace that could endanger any person;

(K) If the UAV/UAS is being used by a fire department in response to an emergency or for search and rescue or at request and under control of a fire department;

(L) If the UAV/UAS is being used by a person or an entity engaged in a business or profession licensed by the state, or by an agent, employee, or contractor thereof to perform reasonable tasks within the scope of practice or activities permitted under such person's or entity's license. However, this exception does not apply to a profession in

which the licensee's authorized scope of practice includes obtaining information about the identity, habits, conduct, movements whereabouts, affiliations, associations, transactions, reputation or character of any society, person or group of persons;

(M) If the UAV/UAS is being used for aerial mapping in compliance with Federal Aviation Administration regulations; and/or

(N) If the UAV/UAS is being used to deliver cargo in compliance with Federal Aviation Administration regulations.

(Ord. 22-11-, passed 11-22-2022)

§ 135.04 CERTAIN MODEL AIRCRAFT EXEMPTED.

Section 135.02(D), (F) and (J) of this chapter shall not apply if the UAV/UAS being flown is a model fixed-winged aircraft or helicopter, flown for hobby and recreational purposes, and is flown in compliance with FAA's safety guidelines which are as follows:

- (A) Fly below four hundred (400) feet and remain clear of surrounding obstacle;
- (B) Keep the aircraft within visual line of sight at all times;
- (C) Remain well clear of and do not interfere with manned aircraft operations;
- (D) Do not fly within five miles of an airport unless you contact the airport and control tower before flying;
- (E) Do not fly near people or stadiums;
- (F) Do not fly an aircraft that weighs more than fifty-five (55) pounds; and
- (G) Do not be careless or reckless with the unmanned aircraft.

(Ord. 22-11-, passed 11-22-2022)

Editor's note:

See § 336 of Pub. Law No. 112-95, Special Rule for Model Aircraft.

§ 131.05 PERMIT REQUIRED; FEE.

(A) A private individual or business wishing to operate an UAV in the proximity of a public or private event or a property or properties that he, she or it does not own for commercial or private purposes (excluding the purposes outlawed by this chapter or state or federal law) shall:

- (1) Complete the permit application;
- (2) Provide proof of insurance that covers the operation of a UAV in the amount as set by the Village of Mahomet from time to time for property damage, personal injury and general liability per occurrence; and

(3) Pay an annual application/permit fee, as set by the Board of Trustees from time to time.

(B) Before operating a UAV, the operator must obtain the express written consent of the event organizer or properly owner and/or resident and, if applicable, the attendees must be notified that a recording may occur.

(Ord. 22-11-, passed 11-22-2022)

§ 135.99 PENALTY.

Any person who violates any of the provisions set forth in § 135.02 of this chapter will be subject to a maximum fine as set forth in § 10.99, per each violation.

(Ord. 22-11-, passed 11-22-2022)

Section 2 – Addition to Minimum Fine Schedule in Chapter 35 entitled “Minimum Fine Schedule for Ordinance Violations”

Section 35.01(A) of Chapter 35 entitled “Minimum Fine Schedule for Ordinance Violations” is hereby amended to add the following to said Minimum Fine Schedule for Ordinance Violations:

Section	Section Title	Minimum Fine
UNMANNED AERIAL VEHICLES/DRONES (Ord. 2022-11-01, adopted 11-22-2022)		
135.02	Prohibited Activities	\$300.00

Section 3. Invalidity. Should any section or provision of this Ordinance be declared to be invalid, that decision shall not affect the validity of this Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 4. Effective Date. The provisions of this Ordinance shall become effective immediately following its passage, approval and publication as required by law. For any penalty imposed by this Ordinance, said sections shall become effective 10 days following its passage, approval and publication as required by law.

Section 5. Conflict. All other ordinances or parts of ordinances which are in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded.

Section 6. Publication. The Village Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form immediately after passage.

Upon motion by Trustee _____, seconded by Trustee _____, passed by the President and Board of Trustees of the Village of Mahomet, Illinois this 22nd day of November 2022, by roll call vote, as follows:

Voting "aye" (names): _____
Voting "nay" (names): _____
Abstained (names): _____

PASSED and APPROVED this 22nd day of November 2022.

Sean M. Widener, Village President

(SEAL)

Attest:

Dawn Mohr, Village Clerk

Published in Pamphlet form the _____ day of _____ 2022.

Dawn Mohr, Village Clerk
Village of Mahomet



STATE OF ILLINOIS)
 COUNTY OF CHAMPAIGN) SS
 VILLAGE OF MAHOMET)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly selected, qualified and acting Village Clerk of the Village of Mahomet, Champaign County, Illinois (the “**Municipality**”), and as such official I am the keeper of the records and files of the Municipality and of the President and Board of Trustees (the “**Corporate Authorities**”).

I do further certify that the foregoing constitutes a full, true, and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on November 22, 2022, insofar as same relates to the adoption of **Ordinance No. 22-11-**, entitled:

AN ORDINANCE CONCERNING UNMANNED AERIAL VEHICLES/DRONES

a true, correct, and complete copy of which ordinance (the “**Ordinance**”) as adopted at such meeting appears in the proceedings of the minutes of such meeting and is hereto attached. The Ordinance was adopted and approved by the vote and on the date therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such Ordinance were taken openly, that the adoption of such Ordinance was duly moved and seconded, that the vote on the adoption of such Ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the agenda for the meeting was duly posted continuously on the Municipality’s website and at the Village Hall at least 48 hours prior to the meeting; that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meeting laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and such Code and their procedural rules in the adoption of such Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Mahomet, Champaign County, Illinois, November 22, 2022.

(SEAL)

 Dawn Mohr, Village Clerk



Champaign County
 City of Champaign
 City of Urbana
 University of Illinois
 Village of Rantoul
 Village of Mahomet
 Village of Savoy



To: CCGISC Policy Committee
 From: Leanne Brehob-Riley, GIS Director
 Date: October 21, 2022
 Re: CCGISC Membership for the Village of St Joseph

The Village of St Joseph has requested to become a member agency of the Champaign County GIS Consortium. Per Section 19 of the IGA, upon acceptance of membership by a **unanimous** vote of the CCGISC Policy Committee meeting, new members shall pay an initial buy-in fee of 3 times the first year's membership fee payable as a one-time upfront payment or in annual installments within the first 5-years of membership. New members are obligated to pay the full buy-in fee even if the new member terminates membership prior to the end of the 5-years.

The membership fee is determined by the CCGISC Municipal Funding Formula as approved with the annual budget. Please note, the base rate base rate for the *initial* municipal member with a population less than 5,000 was determined to be \$3,000 by the CCGISC Policy Committee at the January 18, 2019 meeting. Annually approved percent membership increases/decreases shall be applied to the base and per capita rates of all municipal members, regardless of population.

CCGISC MUNICIPAL MEMBER FUNDING FORMULA

The funding formula for the CCGISC municipal members is as follows:

$$\text{Base Rate} + (\text{Population} * \text{Per Capita Rate}) = \text{Membership Assessment}$$

Using this formula and the guidance provided in Section 19 of the IGA, the initial buy-in fee for the Village of St Joseph is \$17,572.50. Distributing this cost over 5 years results in a first-year total of \$9,372. Details are provided in the table below.

Village of St. Joesph				
Annual Membership*				
2020 Population	Base Fee <i>(Population < 5000)</i>	Per Capita Rate	Per Capita Amount	Annual Membership Total
3,810	\$3,000	\$0.75	\$2,857.50	\$5,857.50
Initial Buy-In Costs**				
Annual Membership Total		Buy-In Period <i>(years)</i>	Buy-In Cost Total	
\$5,857.50		3	\$17,572.50	
First Year Total***				
<i>Annual Membership Total+ (Buy-In Cost Total / 5 year pay back period)</i>				\$9,372.00

* Municipal Membership is calculated using a base and per capita rate. \$3,000 is the base fee for municipalities with a population < 5,000. The per capita rate is the same for all municipal member agencies. Membership fees are subject to annual percent increases as approved by the CCGISC Policy Committee. Population determined from decennial census or per a certified special census.

** The buy-in fee considers the initial capital/data development cost incurred by the Consortium. It is calculated as three times the cost of the initial membership year. The fee can be paid upfront or over the first 5 years of membership.

***Assumes buy-in costs paid over 5 years.

REVISIONS - CCGISC INTERGOVERNMENTAL AGREEMENT (IGA)

A unanimous vote to extend membership to the Village of St Joseph requires approval of the following revisions to IGA – *revisions indicated in red.*

Page 1, Paragraph 1:

THIS AGREEMENT is made and entered by and between Champaign County, the City of Champaign, the City of Urbana, the Board of Trustees of the University of Illinois, the Village of Rantoul, the Village of Savoy, ~~and~~ the Village of Mahomet, and the Village of St Joseph, all with offices in Champaign County, Illinois, and collectively referred to as "Parties".

Page1, Paragraph 3:

WHEREAS, the Parties find it to be in the best interest of Champaign County, the City of Champaign, the City of Urbana, the University of Illinois, the Village of Rantoul, the Village of Savoy, the Village of Mahomet, and the Village of ~~Mahomet~~St Joseph to develop and operate a coordinated countywide geographic information system; and,

Section 1, Item h):

"Members" mean County of Champaign, Illinois; the City of Champaign, Illinois; the City of Urbana, Illinois; the University of Illinois at Urbana-Champaign; the Village of Rantoul, Illinois; the Village of Savoy, Illinois; the Village of Mahomet, and the Village of ~~Mahomet~~St Joseph, Illinois; and such other members who become signatories to the Agreement.

Additional Signature Page:

VILLAGE OF ST JOSEPH

By:

Village President

Date:

ATTEST:

Village Clerk

APPROVED AS TO FORM:

Village Attorney

Subsequent to this memo, the IGA with proposed revisions is provided for your reference. The IGA revisions were reviewed by Champaign County State’s Attorney’s Office.

RECOMMENDATION

CCGIS staff has the capacity to support an additional member agency. The additional revenue will help to off-set future membership increases necessary to support anticipated expenditure increases related to personnel costs (COLA and health insurance) and building rental fees resulting from the pending move from the Brookens Administrative Center to the County Plaza in 2024. In addition, granting membership to St Joseph will extend county-wide coordination and cooperation per the Consortium mission. As such, I recommend the CCGISC Policy Committee vote to unanimously approve CCGISC membership for the Village of St Joseph and the IGA revisions as presented.

AMENDED
INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR THE CREATION OF THE
CHAMPAIGN COUNTY
GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM

Revised ~~2019~~2022

UNDER REVIEW

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UNDER REVIEW



INTERGOVERNMENTAL AGREEMENT PROVIDING FOR THE CREATION OF THE CHAMPAIGN COUNTY GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM

THIS AGREEMENT is made and entered by and between Champaign County, the City of Champaign, the City of Urbana, the Board of Trustees of the University of Illinois, the Village of Rantoul, the Village of Savoy, ~~and the Village of Mahomet,~~ and the Village of St Joseph, all with offices in Champaign County, Illinois, and collectively referred to as "Parties".

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the Parties here to enter into agreements among themselves and provide authority for intergovernmental cooperation; and,

WHEREAS, the Parties find it to be in the best interest of Champaign County, the City of Champaign, the City of Urbana, the University of Illinois, the Village of Rantoul, the Village of Savoy, the Village of Mahomet, and the Village of St Joseph~~Mahomet~~ to develop and operate a coordinated countywide geographic information system; and,

WHEREAS, the Parties are committed to the principles of intergovernmental cooperation; and,

WHEREAS, the Parties desire to operate such a system in the most cost effective and efficient manner; and,

WHEREAS, in order to develop and operate a coordinated countywide geographic information system, it is necessary to establish a geographic information system consortium; and,

WHEREAS, the mission of such a consortium is to develop, provide, and operate a coordinated countywide geographic information system for the purpose of providing geographic information at a reasonable cost in the best interest of all the constituents and citizens of the respective entities; and,

WHEREAS, it is necessary to provide for operations and joint funding of a geographic information system consortium; and,

WHEREAS, the Parties desire that the system be operated and managed with clear lines of authority for implementing policies to achieve the mission and goals of a geographic information consortium as set forth and as articulated from time to time by the Parties; and,

WHEREAS, the Parties have recently supported, and continue to support, the fee authorized by 55 ILCS 5/3-5018 P.A. 91-0791, in order to defray the cost of implementing and maintaining a geographic information system.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. DEFINITIONS

- a) "Consortium" means the Champaign County Geographic Information System Consortium, consisting of the members, equipment, personnel, and data established by and operating pursuant to this Agreement and created to perform the tasks necessary to establish and maintain the countywide Geographic Information System.

- b) "Consortium Director" is an employee of the Lead Agency charged by the Lead Agency with the responsibility of administering, supervising, managing and directing the activities and employees assigned to the Consortium in order to successfully operate the GIS.
- c) "Consortium Staff" means staff of the Lead Agency who are assigned work on Consortium activities under the direction of the Consortium Director.
- d) "Data" means information in a form suitable for storing and processing by a computer or computer system.
- e) "GIS" means geographic information system. A GIS is a system of hardware, software, and data used for storage, retrieval, mapping, and analysis of geographic data.
- f) "Good standing" means the member is not delinquent on any financial obligations to the Consortium.
- g) "Lead Agency" means the party designated by the members, pursuant to this Agreement as the party having overall responsibility for Consortium operations on an ongoing basis in accordance with the policies established by the Policy Committee and this Agreement.
- h) "Members" mean County of Champaign, Illinois; the City of Champaign, Illinois; the City of Urbana, Illinois; the University of Illinois at Urbana-Champaign; the Village of Rantoul, Illinois; the Village of Savoy, Illinois; [the Village of Mahomet](#); and the Village of [St JosephMahomet](#), Illinois; and such other members who become signatories to the Agreement.
- i) "Party (or Member) in Good Standing" means a member that has not delivered a notice of its intent to withdraw from this Agreement or for which the Policy Committee has not issued a notice of payment default.
- j) "Policy Committee" means the body created by this Agreement to approve the budget for the Consortium, to develop cooperative approaches regarding countywide GIS and the concerns of each party, and to perform such other functions as are set forth in this Agreement.

SECTION 2. CONSORTIUM CREATED

- a) The Parties hereby create the Champaign County Geographic Information System Consortium, an undertaking to operate a countywide geographic information system. The Consortium is created to develop and operate a coordinated countywide geographic information system. Service from Consortium and access to Consortium services shall be in accordance with this Agreement.
- b) The Consortium shall be a unit of the Lead Agency, subject to the Lead Agency's policies and procedures, except as otherwise specified in the Agreement. The Parties hereby authorize and direct the Lead Agency to operate pursuant to this Agreement, and the Lead Agency hereby agrees to operate pursuant to this Agreement.

SECTION 3. CONSORTIUM MISSION

The mission of the Consortium and its Members is to:

- a) Lead development effort for acquisition of data;
- b) Act as a data repository/custodian;
- c) Establish standards for content, quality, and structure of repository data;
- d) Host data on server accessible to all Members;
- e) Provide all Members access to data;
- f) Establish and maintain metadata for data held in the repository;
- g) Provide computer system administration and ongoing system support, upgrades, and maintenance for Consortium-controlled assets;
- h) Provide services to Members in accord with a work plan approved by the Policy Committee;
- i) Promote use of the GIS county wide by contributing data and utilizing the GIS;
- j) Establish operational, administrative, and procedural policy as related to the GIS system operations, data standards, and data distribution.

SECTION 4. POLICY COMMITTEE CREATED

The Policy Committee is hereby created in accordance with the following provisions:

- a) Membership. The Policy Committee shall be comprised of one (1) representative to be designated by the Chancellor of the University and by the Chief Administrative Officer of other Members. The designation shall be made in writing and sent to the Chancellor and the Chief Administrative Officer of the other Members. These shall be voting representatives.
- b) Voting. In those matters required by this Agreement to be decided by the Policy Committee, unless otherwise specified in this Agreement, the proposition voted upon shall not be considered approved unless it receives an affirmative vote from at least a majority or such greater percentage vote specified of all representatives of the Policy Committee Members in good standing.
- c) Quorum. A quorum shall consist of a majority of voting representatives of the Policy Committee Members in good standing.
- d) Unanimous Vote. In those matters required by this Agreement to be decided by a unanimous vote of the Policy Committee, a proposition shall not be considered adopted unless *it* receives an affirmative vote from the voting representative of each and every Member that is in good standing at the time of the vote.
- e) Representative's Substitute. A Member's designated representative to the Policy Committee may select a designated voting representative to serve in the designated representative's absence.



- f) Regularity of Meetings. The Policy Committee shall meet at least quarterly. Other meetings may be called at the request of the Policy Committee Chair or any two (2) of the voting Members' representatives on the Policy Committee.

SECTION 5. POLICY COMMITTEE FUNCTIONS AND RESPONSIBILITIES

The Policy Committee shall have the following functions and responsibilities:

- a) Mission/By-Laws/Committees. The Policy Committee shall have the authority to adopt a mission statement, to enact procedural by-laws governing or directing the activities of the Consortium, provided such mission statement and by-laws do not conflict with the terms of this Agreement, and to create such committees as it deems advisable.
- b) Officers. The Policy Committee shall elect a Chair and such officers as it deems advisable from among the voting representatives of the Members, said election to occur every two (2) years in June, or whenever a vacancy in office occurs.
- c) General Responsibilities. The Policy Committee is responsible for approving: policy, priorities, budget, work plan, and technical standards.
- d) Budget.
- i. The Policy Committee shall, by 3/4 affirmative vote including the vote of the County:
 - 1) annually approve Consortium's budget; and
 - 2) approve amendments to said budget and expenditures as from time to time deemed necessary by the Parties.
 - ii. The tentative budget for each year shall be submitted by the lead agency to the Policy Committee during July of each year.
 - iii. Unless a new budget is approved by January 1st of any year, the last previously approved budget shall continue from year to year.
 - iv. The format of the budget shall conform to the format of the Lead Agency's budget unless otherwise directed by 3/4 vote, including the vote of the County, vote of the Policy Committee.
- e) Funding Formula. The Policy Committee shall annually on or before July 1 of each year, by a unanimous vote, approve the funding formula to determine the Parties' share of expenses for Consortium operations, provided, however, that the most recently approved cost-sharing formula shall continue unless amended by the unanimous vote of the Parties.
- f) Intergovernmental Agreement. The Policy Committee may approve contracts with other governmental entities to provide some or all of Consortium services on a contractual basis.

- g) Purchases. The Policy Committee may approve contracts for the purchase of goods or services with units of federal, state and local units of government, private corporations, not-for-profit organizations, partners and individuals. All such purchases shall be made in accordance with the purchasing policies of the Lead Agency.
- h) Gifts. The Policy Committee may approve the receipt by the Consortium of grants, loans, gifts, bequests, funding, in-kind services from federal, state and local units of government, and from public and private sources.
- i) Lead Agency. The Policy Committee may redesignate the Lead Agency by at least a three fourths (3/4) affirmative vote of all Members, provided that no Members shall be designated Lead Agency without its consent, and provided further that, unless the Parties agree otherwise, no change in the Lead Agency shall take place without at least one hundred and eighty (180) days' prior notice prior to the beginning of the next fiscal year of the current Lead Agency.
- j) Role of the Consortium Director. The Consortium Director, with input from such member agency representatives as the Director may elect to utilize, shall make recommendations to the Policy Committee concerning:
- 1) Hardware requirements;
 - 2) Software requirements;
 - 3) Networking;
 - 4) Data Standards;
 - 5) Development/Prioritization of the Work Plan;
 - 6) Other aspects of the GIS as requested by the Policy Committee.
- k) Data Fee Policies. The Policy Committee shall have the authority to adopt data policies referred to in Section 10 and a fee schedule by a unanimous vote.

SECTION 6. LEAD AGENCY DESIGNATED

The Lead Agency shall be Champaign County.

SECTION 7. LEAD AGENCY DUTIES

The Lead Agency shall be responsible for, and is hereby empowered to take, all actions to support the overall operation of Consortium and its affairs in accordance with this Agreement and the mission, goals and objectives approved by the Policy Committee. These duties include, but are not limited to:

- a) Employing and supervising all personnel assigned to the Consortium in accordance with the Lead Agency's policies and procedures, including, but not limited to, hiring, firing, disciplining, establishing incentives, benefits, negotiations with unions, and all other employment decisions.
- b) Directing the management and supervision of all employees assigned to Consortium duties in accordance with the policies and procedures of the Lead Agency.
- c) Incurring and paying, on the behalf of the Members and in accordance with this Agreement and Consortium's approved budget, all Consortium expenses.
- d) Entering into all contracts, lease and procurement agreements in accordance with this Agreement, the approved budget, and the policies and procedures of the Lead Agency.

- e) Expending funds in accordance with the Consortium's approved budget. Purchasing shall be conducted in accordance with the Consortium approved budget and the purchasing policies and procedures of the Lead Agency.
- f) Providing all personnel administration, financial support staff, insurance, legal advice and management support and services in accordance with this Agreement and the approved Consortium budget and the policies and procedures of the Lead Agency.
- g) Billing and collecting from each member its share of the cost of Consortium's operations as provided in this Agreement and the approved annual budget and work plan of Consortium.
- h) Overseeing the establishment and implementation of policies and procedures at the Consortium staff level to implement the mission, goals, and work plan of the Consortium.
- i) Developing a proposed annual budget and work plan and administering the approved budget, expenditures, and work plan in accordance with this Agreement.
- j) Providing staff support, including the recording and distribution of minutes for the Consortium Policy Committee.
- k) Providing necessary office space, furnishings, equipment, hardware, software, and technical support for the Consortium to operate.
- l) Providing generally for the audit, accounting for, receipt, and custody of consortium funds.

The Lead Agency shall be entitled to reimbursement for the costs it incurs in performing these functions, which costs shall be included in Consortium's budget, as amended from time to time in accordance with this Agreement. The formula for cost reimbursement shall be established as part of the funding formula.

SECTION 8. MEMBER RESPONSIBILITIES

Each Member shall:

- a) Utilize the Consortium GIS only in accordance with Consortium policies;
- b) Designate (1) person to serve as an active voting representative on the Policy Committee;
- c) Provide original data and data updates on a regular or as needed basis to Consortium in order to maintain the master GIS dataset as required by Consortium policy;
- d) Distribute Consortium data to non-members only in accordance with the adopted Consortium data distribution policy.
- e) Retain legal responsibility and liability, if any, for the quality of the data that it provides.
- f) Retain ownership of the data that it provides.
- g) Be responsible for providing and maintaining its own GIS equipment, software, and GIS-related items.



- h) Be responsible for contributing to the Consortium budget and expenses based on a cost-sharing formula established from time to time by the Members.

SECTION 9. FINANCES

- a) Contributions. Each party shall be responsible for contributing to the Consortium budget and expenses based on a cost-sharing formula established from time to time by the Members. Any change in the formula may be made by a unanimous vote of the Policy Committee. The initial approved cost-sharing formula is attached in Appendix A. The most recently approved cost-sharing formula shall continue unless amended by unanimous vote of the Parties.
- b) Records. The Lead Agency shall maintain financial records regarding Consortium operations and finances in accordance with generally accepted governmental accounting standards, which records shall be available at the Lead Agency's finance offices for inspection by any of the Parties during regular business hours.
- c) Invoices. The Lead Agency shall invoice each Member on the first day of each quarter for the next quarter's service for its share of Consortium costs based on the approved cost sharing formula
- d) Payment. Members shall pay said bills within thirty (30) days of receipt of an invoice for the same.
- e) Audit. Consortium financial records shall be audited on an annual basis by the outside accountant used by the Lead Agency for its other audits and the cost of such audit shall be considered an operating expense of Consortium.
- f) University. All commitments by the University are subject to constitutional and statutory restrictions and limitations binding upon the University and to the availability of funds which may be lawfully applied thereto.
- g) Fiscal Year. Consortium's fiscal year shall follow the fiscal year of the Lead Agency.

SECTION 10. CONSORTIUM DATA POLICIES

- a) Policies and Procedure.
1. The Policy Committee shall develop and approve policies and procedures on the following topics:
 - Data distribution or disclosure to Consortium Members
 - Data distribution or disclosure to non-members, including policies to protect the privacy of individuals
 - Data sales
 - Data licensing
 - Freedom of Information requests
 - Data security
 - Public Internet data distribution
 2. The policies and procedures shall be consistent with this Agreement.
 3. Individual Consortium Members shall release or sell GIS data only consistent with the policies and procedures developed under this Agreement.

b) Ownership.

1. Data supplied by individual Members shall continue to be owned by the individual Member, but may be utilized by the Consortium for Consortium purposes consistent with this Agreement and the policies and procedures developed under the authority of the Agreement.
2. The Consortium shall own GIS data which the Consortium develops through processing or altering of the original configuration of the data by the Consortium software.
3. Any Member has the right to refuse to provide data to GIS if required by federal or state statute, court order, or local ordinance or contract predating this Agreement, and to the limited extent necessary to preserve or recognize any statutory or common law privilege.

c) Freedom of Information Act (FOIA).

In the event that the Consortium receives a FOIA request which seeks data owned by a Member, the Consortium shall respond to the said FOIA in accordance with FOIA, and notify the appropriate Policy Committee representatives of FOIA request and response.

d) Other Disclosures to Non-Members.

1. Information protocols will allow disclosure of data in GIS to third Parties required by federal or state statute (such as the Freedom of Information Act), local ordinance or contract predating the agreement, or court order (including a judicial subpoena). The Consortium shall notify the appropriate Policy Committee representatives of the disclosure.
2. Information protocols will allow disclosure of data in GIS to third Parties to the extent necessary to maintain GIS and related systems, and to perform law enforcement and investigatory functions, prosecution, and defense of criminal cases, defense of civil claims, and coordination with other government agencies (such as DCFS and the Attorney General).
3. Additional guidelines are documented in the Champaign County GIS Consortium Digital Data Policy.

SECTION 11. TERMINATION BY PARTIES

- a) **Withdrawal.** A party may terminate its participation in this Agreement as of July 1 of any year by giving written notice to each of the other Parties. Such notice shall be given prior to December 31 of the year before the desired termination date.
- b) **Failure to Budget.** Notwithstanding any provision of this Agreement to the contrary, a Member may withdraw by giving prior written notice thirty (30) days in advance to each of the other Parties indicating its intent to terminate its participation in this Agreement as of the end of the month following the expiration of such thirty (30) days, provided, however, withdrawal under this section can only be invoked if the corporate authorities of such Member, or the legislature in the case of the University, have failed or refused to authorize, appropriate or budget the funds necessary to pay such Member's share of the costs, as such costs are determined by the Policy Committee pursuant to this Agreement. Each party will utilize its best efforts to appropriate and budget sufficient funds to meet its obligations under this Agreement in full.
- c) **Default.** If a party to this Agreement is in default of its payment obligations, the Policy Committee may so declare and terminate GIS services to that Member thirty (30) days after the date of mailing of notice of default and termination of services to the defaulting party, unless the defaulting party cures the default in full prior to the expiration of the thirty (30) days set forth in the notice. The notice of the default declared by the Policy Committee shall be issued by the Lead Agency. The defaulting party shall continue to be responsible to pay its assigned share of the cost of Consortium as determined in accordance with this Agreement for the ensuing nine (9) months following the termination of GIS services. If the defaulting party, within the nine (9) month period, pays all amounts due and the costs incurred by the Consortium in updating the information in relevant databases, GIS services to the party shall be reinstated.
- d) **Data Developed Prior to Withdrawal.** A party terminating its participation in this Agreement shall have the right to one (1) electronic copy of the data developed prior to the first occurring of these dates: the date of Member termination or date of Member default.

SECTION 12. DISSOLUTION

It is the intent of the Parties to maintain Consortium as a continuing operation. However, should any of the Parties elect to withdraw its participation in and support of Consortium, then Consortium may continue in operation for the benefit of the remaining Parties if a minimum of two (2) of the Parties elect to continue their participation.

SECTION 13. EQUIPMENT; USE AND OWNERSHIP; LOAN EQUIPMENT

All equipment purchased for Consortium shall be purchased, utilized and disposed of by the Lead Agency and held in trust for Consortium use. It shall be recorded and identified by the Lead Agency as Consortium Agreement property, separate from other Lead Agency property. Prior to dissolution of Consortium, all proceeds from the sale of any Consortium Agreement property or data shall be devoted solely to the operation of Consortium. In the case of a change in Lead Agency, Consortium property shall be transferred with the Lead Agency function to the new Lead Agency.

Any Member agency may, with approval of the Policy Committee, loan property or equipment to the Lead Agency for the use of Consortium. Such property shall continue to be owned by the member agency, and the Lead Agency shall keep written records of such loaned equipment. If the party owning



the loaned equipment wishes to withdraw it from Consortium service, that party may do so provided that, if in the opinion of the Consortium Director, the property is essential to Consortium and requires replacement to ensure consistency and proper functioning of Consortium, then such loaned equipment shall be withdrawn only after providing a reasonable notice of withdrawal to the other Parties.

SECTION 14. RIGHTS OF TERMINATING PARTY TO CONSORTIUM ASSETS

A party terminating its participation in this Agreement shall continue to maintain its financial interest in all equipment purchased for the Consortium operation prior to the date of that member's termination. Such equipment or proceeds derived from the disposition of the equipment shall continue to be used for the continued operation of Consortium until Consortium is dissolved.

SECTION 15. DISPOSITION OF CONSORTIUM ASSETS UPON DISSOLUTION

Upon dissolution of Consortium, all assets held in trust by the Lead Agency on behalf of the Parties of this Agreement will be sold and the proceeds, after deducting all costs of sales and any unpaid obligations relating to such assets or operating expenses of Consortium, shall be divided among all Parties to this Agreement in accordance with the proportion that the amount of funding of that party bears to the total during the period of time from the date of membership until the date that Consortium is dissolved. Any one (1) or more of the Parties shall have the right to purchase such assets at their fair market value prior to any public sale. Such fair market value shall be determined by unanimous vote of the Policy Committee. If more than one (1) party wishes to purchase such assets or a particular asset for the fair market value, the matter will be decided by lot.

SECTION 16. INSURANCE

The Lead Agency shall procure and maintain, during the term of this Agreement or any extension thereof, sufficient property insurance to cover the replacement value of the Consortium equipment and all equipment loaned to Consortium, against all direct loss or damage. The cost of any such insurance shall be a cost of operating Consortium, to be borne by the Parties hereto in the same manner as other costs in accordance with this Agreement. The Lead Agency shall procure and maintain liability and worker's compensation insurance for Consortium operations in accordance with insurance purchase standards for its other operating departments. The insurance shall name each member agency as additional insured under the liability policy procured.

SECTION 17. LIMITATIONS OF PERSONNEL

No employee shall have authority to commit, obligate or bind any party hereto to any contract or obligation unless specifically authorized by said party, except as provided for in this Agreement.

|

SECTION 18. AMENDMENTS

This Agreement may be amended in writing at any time by mutual agreement of all of the Parties to the Agreement. Amendments shall refer back to this Agreement and to subsequent amendments, if any, on the same subject and shall specify the language to be changed or to be added. The execution of any amendment shall be authorized by passage of an appropriate ordinance or other proper and lawful corporate action by the corporate authorities of each party.

SECTION 19. ADDITIONAL MEMBERS

New members may only be added to the Consortium by a unanimous vote of the Policy Committee. New members shall pay an initial buy-in fee of 3 times the first year's membership fee payable as a one-time upfront payment or in annual installments within the first 5-years of membership. The new member is obligated to pay the full buy-in fee even if the new member terminates membership prior to the end of the 5-years.

New members shall agree in writing to all the terms of this Agreement before membership becomes effective.

SECTION 20. EFFECTIVE DATE

This Agreement shall be effective as to each member on the date such member executed the Agreement.

SECTION 21. NOTICES

Notices hereunder shall be provided personally or by first class mail to the Chancellor of the University and to the Chief Administrative Officer of each party and to the attorney representing each party. The date of the notice shall be the third day after the date of mailing of notice is provided by mail. If the notice is provided by personal delivery, the date of personal delivery is the date of the notice.

SECTION 22. COUNTERPARTS

This Agreement may be signed in several counterparts, each of which shall be considered an originally executed agreement for all purposes.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals to this Agreement as of the dates below indicated.

CITY OF CHAMPAIGN

By: _____
City Manager

Date: _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

UNDER REVIEW



CITY OF URBANA

By: _____
Mayor

Date: _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

UNDER REVIEW

COUNTY OF CHAMPAIGN

By: _____
Chair

Date: _____

ATTEST: _____
County Clerk

APPROVED AS TO FORM:

State's Attorney

UNDER REVIEW

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

By: _____
Comptroller

Chancellor

Executive Director, Facilities and Services

APPROVED AS TO FORM:

Campus Legal Counsel

UNDER REVIEW



VILLAGE OF ST JOSEPH

By: _____
Village President

Date: _____

ATTEST: _____
Village Clerk

APPROVED AS TO FORM:

Village Attorney

UNDER REVIEW

VILLAGE OF MAHOMET

By: _____
Village President

Date: _____

ATTEST: _____
Village Clerk

APPROVED AS TO FORM:

Village Attorney

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UNDER REVIEW

VILLAGE OF RANTOUL

By: _____
Village President

Date: _____

ATTEST: _____
Village Clerk

APPROVED AS TO FORM:

Village Attorney

UNDER REVIEW



VILLAGE OF SAVOY

By: _____
Village President

Date: _____

ATTEST: _____
Village Clerk

APPROVED AS TO FORM:

Village Attorney

ACKNOWLEDGED BY:
CHAMPAIGN COUNTY RECORDER

By: _____

Date: _____

ACKNOWLEDGED BY:
CHAMPAIGN COUNTY

By: _____

Date: _____

UNDER REVIEW

APPENDIX A

CHAMPAIGN COUNTY GIS CONSORTIUM AGREEMENT PROPOSED ATTACHMENT A

GIS Consortium Member	Population 2000 Census	<i>Fiscal Year 2003</i> 7/1/02 - 6/30/03				<i>Fiscal Year 2004</i> 7/1/03 - 6/30/04			
		Base	Per Capita Rate	Per Capita	Total	Base	Per Capita Rate	Per Capita	Total
Champaign County	37,072	\$200,000.00			\$200,000.00	\$200,000.00			\$200,000.00
Champaign	67,518	\$5,000.00	\$0.27	\$18,229.86	\$23,229.86	\$5,000.00	\$0.56	\$37,810.08	\$42,810.08
Urbana	36,395	\$5,000.00	\$0.27	\$9,826.65	\$14,826.65	\$5,000.00	\$0.56	\$20,381.20	\$25,381.20
Rantoul	12,857	\$5,000.00	\$0.27	\$3,471.39	\$8,471.39	\$5,000.00	\$0.56	\$7,199.92	\$12,199.92
Mahomet	4,877	\$5,000.00	\$0.27	\$1,316.79	\$6,316.79	\$5,000.00	\$0.56	\$2,731.12	\$7,731.12
Savoy	4,476	\$5,000.00	\$0.27	\$1,208.52	\$6,208.52	\$5,000.00	\$0.56	\$2,506.56	\$7,506.56
University of Illinois		\$25,000.00			\$25,000.00	\$25,000.00			\$25,000.00
Total		\$250,000.00		\$34,053.21	\$284,053.21	\$250,000.00		\$70,628.88	\$320,628.88

The first two year's budget reflects phased costs of bringing the system online. Future budgets are expected to remain near the \$300,000 level, plus annual inflation.

Initial Projections have the per capita rate reducing to \$.48 in the third year.

The per capita would be set each year based upon the budget and expected contributors. For instance, if additional entities join the consortium, the per capita amount would be reduced by the added base amounts received.



RESOLUTION NUMBER 22-11-

A RESOLUTION TO AMEND AN INTERGOVERNMENTAL AGREEMENT CREATING THE GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM BETWEEN THE CHAMPAIGN COUNTY GIS CONSORTIUM AND THE VILLAGE OF MAHOMET

Village of Mahomet, Champaign County, Illinois

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Champaign County GIS Consortium and its member units of government collectively want to add the Village of St. Joseph to the consortium; and

WHEREAS, the Champaign County GIS Consortium and Village of Mahomet wish to cooperate to provide the Village with GIS services.; and

WHEREAS, the corporate authorities of the Village of Mahomet hereby determine that it is advisable and in the public interest that the Village amend this agreement.

NOW, THEREFORE, BE IT RESOLVED, PASSED, AND APPROVED this 22nd day of November 2022 by the Board of Trustees of the Village of Mahomet that:

1. That the Agreement entitled "Intergovernmental Agreement Providing for the Creation of the Champaign County Geographic Information System Services Consortium" by and between the County of Champaign, a body politic and corporate ("County"), the Champaign County GIS Consortium (CCGIS), and the Village of Mahomet, a municipal corporation, ("Village") be amended and approved.
2. That the Village President is hereby authorized to execute the final Agreement in substantially the same form as attached hereto.

PASSED and APPROVED this 22nd day of November 2022.

Sean M. Widener, President
Board of Trustees
Village of Mahomet

(SEAL)

Attest:

Dawn Mohr, Village Clerk



TRANSPORTATION DEPARTMENT OCTOBER 2022 REPORT

- Mowed all parks and Village facilities as assigned.
- Checked / emptied trash cans on Main Street as needed.
- Installed the correct colored signs in County Ridge and Harvest Edge from when we were delivered the wrong signs.
- Had the front brakes on truck 207 replaced.
- Took the big trucks in for semi-annual safety inspections.
- Placed topsoil, seed and straw mat at 1405 Ridgefield Drive to finish the job of replacing the underdrain tile and adding a culvert and crosswalk. This job should now be complete.
- Put out message boards and barricades for the Cornbelt Open House.
- Put leaf boxes in three of the trucks. Replaced a tube boot on one box.
- Patched on Dunbar Street in Woodglen S/D.
- Checked / cleaned drains as needed.
- Patched a couple of broken curbs in Country Ridge S/D. This is an experiment to see if the concrete patch will be strong enough.
- Resealed a catch basin at 1208 Roberto.
- Replaced light bulb in the light truck bay.
- Cut down a dead ROW tree at 1405 Heather Drive.
- Created a makeshift ditch at the west end of Country Ridge Drive in Harvest edge to allow water to run off the pavement.
- Met with Pete Farm from AHW John Deere and JP Bliss from MTI Distributing to get quotes for mower replacements. Hoping to have this done before mowing begins next spring.



Engineer's Monthly Report October 2022

- South Mahomet Rd:
 - Feutz has been working hard to get the work south of the tracks done. They are ready for asphalt and as of Nov 1, Cross is scheduled to pave the shoulders and resurfacing on Nov 2 and 3.
 - Feutz plans to continue working on the roundabout and Churchill construction.
 - Lots of computations and bookkeeping.
 - NS has informed us that they have the crossing work scheduled to start January 19 (that includes the new signals at Center St and Sunny Acres Rd).
- Concrete Maintenance Project:
 - There are a few locations left to do in Lakes at Riverbend. Will be done in the first week of Nov.
- Sidewalk Mudjacking:
 - Got started, but not much yet.
- Took the 5-year engineer's selection to the BOT, then sent out letters to them all. Also sent letters to three firms which we invited to interview for the Downtown Streetscape project.
- Hanson is busy with SMR Phase 2 plans and we had a brief meeting to answer some questions.
- Working on redesign and resubmittal of Briarcliff culvert project for IDOT. Took out the expensive cast-in-place concrete structure and proposing a metal farm type structure instead. Trying to get the project cost to a reasonable budget.
- Working on Center and Peacock paving plans to rebid next year.
- Had some meetings with staff and others regarding the DQ.
- Inspection in Sangamon Fields 1. They are at the end of warranty.
- Completed the Division St plan approval process and prepared the IDOT funding agreement which will go to the BOT in Nov.



NOVEMBER 2022

OPERATORS REPORT

WATER SYSTEMS OPERATION AND MAINTENANCE

- 1- October 2022 daily average water production 514,000. October 2021 daily average water production 480,000 gallons/day.
- 2- Flushed the entire water distribution system all went well.
- 3- In the cul-de-sac of Cypress point court, we had a fire hydrant out of service due to a broken isolation valve body. Fuetz excavated and removed and replaced both the valve and hydrant since it was so deep in the ground, about nine feet.
- 4- Excavated and replaced curbstop and box at 502 west Oak.
- 5- Repaired fire hydrant on Deere Run. Replaced valve seat.
- 6- Winterized Park water fountains and Bridle Leash concession/restrooms.
- 7- Growing grass on Elm and Dunbar.
- 8- Read water meters, completed shut offs for nonpayment, collected routine bacti samples, submitted monthly EPA reports.
- 9- Spent some time out at Barber Park with the new splash pad.

WASTEWATER SYSTEMS OPERATION AND MAINTENANCE

- 1- October 2022 daily average influent to the plant 466,000 gallons/day. October 2021 daily average influent to the plant 766,000 gallons/day.
- 2- Submitted maps to consulting engineer for the sewer segments to be lined.
- 3- Pulled one of the Nitrified recycle pumps to replace mechanical seal.
- 4- Installing new bollard covers around the plant.

**MAHOMET POLICE DEPARTMENT
MONTHLY REPORT SUMMARY
2022**



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
METCAD Calls	294	245	316	261	319	331	370	399	361	407			
2021	291	325	337	338	380	361	432	413	339	457	384	280	4337
													YTD
Reports	39	40	49	48	61	61	59	70	65	90			
2021	61	50	66	59	56	62	40	59	60	62	60	45	680
													YTD
Criminal Arrests	1	1	1	2		1	1	2	1	2			12
Traffic Arrests	1	3	3		2	2		2	2	3			18
Warrant Arrests			1		1	3	3	5	1	2			16
NTA's		3	2	3	3			1	1	2			15
													YTD
Citations	34	38	32	22	26	34	38	42	61	76			403
Civil Citations													0
Written Warnings	104	42	73	65	67	65	110	106	97	78			807
													YTD
Regular Hours	1126.5	1724.5	1711.5	2296	1750.5	1717.75	1638.5	1725.5	1641.25	1691.5			17023.5
Overtime Hours	47.75	12.5	9.75	43.75	75.5	26	68	85.25	83.5	92.25			544.25
Personal Hours	16	8				16	32	16		18			106
Vacation Hours	215		69	109	124	72	120	107	117	107			1040
Sick Hours	70		8	40	36.5	26	6	11.5	24	56			241.5
Holiday Hours	148	71		68		64	48		48				511
FTO						121.8	80	69.75	165				436.55
Comp Time Earned	29.25	50.75	94.75	187.5	73.25	67	53.25	103.5	71.5	22			752.75
Comp Time Used	8	94.5	67.5	110	39.25	71.75	64.5	77.25	71.25	36.5			640.5
TOTAL	1660.5	1961.3	1960.5	2854.3	2099	2182.3	2110.25	2195.75	2221.5	2023.25	0	0	21268.55
													YTD
Training Hours	64	56	60	60	58	156	58	20	71	104			707
Patrol Miles Driven	7886	6872	8554	6960	8681	7452	7920.9	8306.6	7668.56	6954.34			77255.4
Burning Complaints	1		2		1	1	1	1					7
ESDA Events													0
Animal Calls	11	6	10	8	10	12	2	6	6	6			77

*January C-19 hours =104+132.5
W/O C-19 = 28