



Announcement of a **Meeting** for the  
***DATS Policy Committee***  
Danville Area Transportation Study

**DATE:** Thursday, August 11, 2016  
**TIME:** 10:30 AM  
**PLACE:** Danville City Hall  
Mayor Conference Room, 2<sup>nd</sup> Floor  
17 W. Main St.  
Danville, IL 61832

## **AGENDA**

- I. Call to Order & Roll Call**
- II. Approval of Agenda**
- III. Approval of Minutes**
  - a. Policy Meeting of July 14, 2016*
- IV. Public Comment Period**
- V. New Business**
  - a. Items of Information:*
    - i. Roundabout Education*
  - b. Discussion & Vote:*
    - i. UPWP Amendment*
      - *Extended Funds*
      - *Agreement with ESI Consultants Interim Management Services*
- VI. Old Business**
  - a. Agency Reports*
    - i. Village of Westville*
    - ii. City of Danville*
    - iii. Vermilion County*
    - iv. IDOT*
- VII. Adjournment**

*If you are unable to attend this meeting please contact:  
David Schnelle, Director (217) 431-2384.*

## DATS POLICY COMMITTEE MINUTES

July 14, 2016

A meeting of the Danville Area Transportation Study (DATS) Policy Committee was held on Thursday, June 09, 2016 at Danville City Hall, 17 W. Main St., Danville, IL.

DATS Policy Committee Chairman Proxy Doug Staske called the meeting to order at 10:30 AM

I. Roll Call:

MEMBERS IN ATTENDANCE: Mike Marron, County Board Chairman  
*Proxy Doug Staske*  
Mayor Mike Weese, Village of Westville  
Craig Emberton, IDOT District 5  
*Proxy Robert Nelson*

MEMBERS NOT PRESENT: Mayor Scott Eisenhauer, City of Danville

OTHERS IN ATTENDANCE: Liila Bagby, DATS Planner  
Tom Caldwell, IDOT OP &P  
Ross Hilleary, City of Danville  
Betsy Tracy, FHWA  
Christina Foster, Citizen

II. Approval of Agenda

Motion to approve the agenda made by Mike Weese and seconded by Robert Nelson

a. Voice vote: Yea 3 Nay 0 Absent 1 Abstain 0

III. Approval of Minutes from Policy Committee Meeting of June 09, 2016 made by Robert Nelson and seconded by Mike Weese.

a. Voice vote: Yea 3 Nay 0 Absent 1 Abstain 0

IV. Public Comment Period

a. No public comments

V. New Business

a. Items of information:

- i. **Bike Map Distribution:** MPO Staff has been working with Northern Illinois University on creating the updated regional bicycle map for distribution. Staff has printed maps and has been distributing to various locations in the area. The staff had extra copies on site for any members to take.

b. Discussion and Vote

i. **TIP Additions by IDOT**

1. IDOT has added projects to the 2017-2020 Transportation Improvement Program. Elements show up in FY 17 and FY 20 and include concrete overlay and Bridge Deck Repairs
2. A motion was made by Robert Nelson to approve the additions to the TIP and seconded by Doug Staske and approved by all.

Yea 3 No 0 Absent 1 Abstain 0

**ii. TIP Amendment by City of Danville**

1. As noted at the last meeting the City would need to split project DA-17-01 into two projects. Intersection improvements have been moved to FY 18 as project DA-18-03. All cost have been listed as an agency cost as discussed at the technical committee meeting.
2. The DHS Shared Use Path cost has gone down on account the intersection improvements have been moved to FY 18.
3. A motion was made by Robert Nelson to approve the TIP and seconded by Mike Weese and approved by all.

Yea 3      No 0      Absent 1      Abstain 0

**VI. Old Business**

**a. Agency Reports**

**i. Vermilion County**

1. Rossville Road full width repairs going well
2. Emergency bridge repair on Catlin- Homer Road
3. Balloons over Vermilion County this weekend

**ii. IDOT**

1. US 150 resurfacing and ADA improvements
2. Patching on I-74

**iii. Westville**

1. Looking at \$100,000 to replace pump station
2. Tar and chip will start early next month

**iv. City of Danville-No Report**

**v. FHWA- No Report**

**VII. Adjournment**

- a. Motion to adjourn made by Robert Nelson and seconded by Doug Staske

DATS Policy Committee meeting was adjourned at 10:40 AM.

Extended Funds

<b>EXHIBIT III: Line-Item Budget</b>					
<b>A. Revenues:</b>					
<b>FUND AMOUNT</b>	<b>FUND SOURCE</b>		<b>Total Budget</b>		
\$3,634	PL		<b>\$4,542</b>		
	FTA				
\$908	STATE METRO				
\$0	LOCAL				
\$4,542	TOTAL				
<b>B. Expenses</b>					
<b>PERSONNEL</b>	<b>TOTAL COST</b>	<b>FUND SOURCE</b>	<b>AMOUNT</b>	<b>REQUIRED MATCH</b>	<b>MATCH SOURCE</b>
MPO Staff	\$934	PL	\$747	\$186.76	STATE METRO / LOCAL
Director (80%)	\$934	FTA		\$0	STATE METRO / LOCAL
Planner 1 (55%)					
Support Staff					
Oversight		Personnel amounts reflect direct and non-direct expenses.			
GIS (25%)					
Financial (10%)					
Professional Intern(s)					
<b>CONTRACTUAL</b>	<b>TOTAL COST</b>	<b>FUND SOURCE</b>	<b>AMOUNT</b>	<b>REQUIRED MATCH</b>	<b>MATCH SOURCE</b>
Advertising	\$296	PL	\$236	\$59	STATE METRO / LOCAL
Professional Services	\$1,932	PL	\$1,546	\$386	STATE METRO / LOCAL
Dues	\$0	PL	\$0	\$0	STATE METRO / LOCAL
Training	\$538	PL	\$430	\$108	STATE METRO / LOCAL
Computer Services & Support	\$0	PL	\$0	\$0	STATE METRO / LOCAL
Postage	\$235	PL	\$188	\$47	STATE METRO / LOCAL
Other Contractual	-\$514	PL	-\$411	-\$103	STATE METRO / LOCAL
<b>COMMODITIES</b>	<b>TOTAL COST</b>	<b>FUND SOURCE</b>	<b>AMOUNT</b>	<b>REQUIRED MATCH</b>	<b>MATCH SOURCE</b>
Publications	\$100	PL	\$80	\$20	STATE METRO / LOCAL
Office Supplies	\$380	PL	\$304	\$76	STATE METRO / LOCAL
Telephone	\$44	PL	\$35	\$9	STATE METRO / LOCAL
<b>CAPITAL OUTLAYS</b>	<b>TOTAL COST</b>	<b>FUND SOURCE</b>	<b>AMOUNT</b>	<b>REQUIRED MATCH</b>	<b>MATCH SOURCE</b>
Technology Upgrades	\$599	PL	\$479	\$120	STATE METRO / LOCAL

After Line Item Transfers- To be added to UPWP

<b>EXHIBIT III: Line-Item Budget</b>					
<b>A. Revenues:</b>					
<b>FUND AMOUNT</b>	<b>FUND SOURCE</b>			<b>Total Budget</b>	
\$3,634	PL			<b>\$4,542</b>	
	FTA				
\$908	STATE METRO				
\$0	LOCAL				
\$4,542	TOTAL				
<b>B. Expenses</b>					
<b>PERSONNEL</b>	<b>TOTAL COST</b>	<b>FUND SOURCE</b>	<b>AMOUNT</b>	<b>REQUIRED MATCH</b>	<b>MATCH SOURCE</b>
MPO Staff	\$0	PL	\$0	\$0.00	STATE METRO / LOCAL
Director (80%)	\$0	FTA	\$0	\$0	STATE METRO / LOCAL
Planner 1 (55%)					
Support Staff					
Oversight		Personnel amounts reflect direct and non-direct expenses.			
GIS (25%)					
Financial (10%)					
Professional Intern(s)					
<b>CONTRACTUAL</b>	<b>TOTAL COST</b>	<b>FUND SOURCE</b>	<b>AMOUNT</b>	<b>REQUIRED MATCH</b>	<b>MATCH SOURCE</b>
Advertising	\$0	PL	\$0	\$0	STATE METRO / LOCAL
Professional Services	\$0	PL	\$0	\$0	STATE METRO / LOCAL
Dues	\$0	PL	\$0	\$0	STATE METRO / LOCAL
Training	\$0	PL	\$0	\$0	STATE METRO / LOCAL
Computer Services & Support	\$0	PL	\$0	\$0	STATE METRO / LOCAL
Postage	\$0	PL	\$0	\$0	STATE METRO / LOCAL
Other Contractual	\$0	PL	\$0	\$0	STATE METRO / LOCAL
<b>COMMODITIES</b>	<b>TOTAL COST</b>	<b>FUND SOURCE</b>	<b>AMOUNT</b>	<b>REQUIRED MATCH</b>	<b>MATCH SOURCE</b>
Publications	\$0	PL	\$0	\$0	STATE METRO / LOCAL
Office Supplies	\$0	PL	\$0	\$0	STATE METRO / LOCAL
Telephone	\$0	PL	\$0	\$0	STATE METRO / LOCAL
<b>CAPITAL OUTLAYS</b>	<b>TOTAL COST</b>	<b>FUND SOURCE</b>	<b>AMOUNT</b>	<b>REQUIRED MATCH</b>	<b>MATCH SOURCE</b>
Technology Upgrades	\$4,542	PL	\$3,634	\$908	STATE METRO / LOCAL



ESI Consultants, Ltd.  
*Excellence. Service. Integrity*

August 5, 2016

Mr. R. David Schnelle, P.E., S.E.  
Director of Engineering & Urban Services  
City of Danville  
1155 E Voorhees Suite B  
Danville, IL 61832

**RE: Agreement – Acting Director Danville Area Transportation Study**

Dear Mr. Schnelle,

ESI Consultants (ESI) is pleased to present an agreement to provide services to assist with the Director's duties for the Danville Area Transportation Study (DATS). As per our discussions DATS is requesting services by Scott Lackey, Senior Manager, to function as their Acting Director until such time that a permanent Director may be secured.

Please see the attached agreement for execution by the Danville Area Transportation Study. Should you have any questions or need additional information please contact Scott A Lackey, P.E., Senior Manager, at 217-348-1900 or email at [slackey@esiltd.com](mailto:slackey@esiltd.com).

Sincerely,  
ESI Consultants, Ltd.

A handwritten signature in black ink, appearing to read "D. Clark", with a stylized flourish at the end.

David Clark, P.E.  
Vice President

Local Agency Danville Area Transportation Study	<b>L O C A L  A G E N C Y</b>	<b>Administrative Services Agreement</b>	<b>C O N S U L T A N T</b>	Consultant ESI Consultants, Ltd.
County Vermilion				Address 753 Windsor Road
Section 2016 DATS Administration Services				City Charleston
Project No.				State Illinois
Job No.				Zip Code 61938
Contact Name/Phone/E-mail Address Mr. R. David Schnelle, PE, SE 217-431-2384 www.cityofdanville-eus.org				Contact Name/Phone/E-mail Address Mr. David Clark, PE 217-348-1900 dclark@esiitd.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Agency (LA) and Consultant (CONSULTANT) and covers certain planning assistance services in connection with the PROJECT.

#### Project Description

Description: Provide Planning Assistance to the Danville Area Transportation Study (DATS)

#### Agreement Provisions

##### I. THE CONSULTANT AGREES,

- To perform or be responsible for the performance of the following scope of work:

Develop meeting agendas and packets including call for items  
 Keeping the website up to date  
 Distribute packets and minutes  
 Provide required public notifications through City of Danville staff  
 Create meeting minutes  
 Update UPWP, TIP, including solicitations and public reviews  
 Coordinate the use and programming of STU funds  
 Assist with budget revisions  
 Participate in communications with Local Agencies  
 Represent DATS at required seminars / training  
 Assist with RFP development consultant solicitation

and all other work that may be assigned by DATS.

- That the classifications of the employees used in the work should be consistent with the employee classifications listed below.

Administrative Assistant 3  
 Project Engineer  
 Senior Manager

If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.

- That the CONSULTANT is qualified technically and has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the CONSULTANT will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

5. The undersigned certifies neither the CONSULTANT nor I have:
  - a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT,
  - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
6. That the CONSULTANT will bill the LA monthly for the administrative services and reimbursable expenses. Payment is to be made within thirty (30) days of receipt of our invoice. If the LA objects to any invoice submitted by CONSULTANT, LA shall so advise CONSULTANT in writing giving reasons therefore within fourteen (14) days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable to LA. CONSULTANT reserves the right to stop work if invoices are overdue by more than thirty (30) days. CONSULTANT shall not be liable for damages arising out of any such stop of work, nor deemed to be in default of this Agreement as a result thereof. These financial arrangements are based on the orderly and continuous progress of the Project.
7. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

## II. THE LA AGREES,

1. To furnish the CONSULTANT all presently available documents, computer files, and information required to complete the Scope of Work.
2. To pay the CONSULTANT as compensation for all services based on the following hourly rates and to a maximum amount of \$50,000.00:

Administrative Assistant 3 - \$65.00  
Project Engineer - \$95.00  
Senior Manager - \$140.00

In addition to the professional services fees set forth above, CONSULTANT shall be compensated for reimbursable expenses such as printing, postage, messenger service, travel and other similar project-related items should they be necessary. These expenses will be in accordance with the Illinois Department of Transportation's current acceptable rates. CONSULTANT shall be compensated an amount equal to the actual expenses incurred.

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



### III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the CONSULTANT prior to issuance by the LA of a written Notice to Proceed.
2. That documents and computer files prepared by the CONSULTANT in accordance with this AGREEMENT shall be delivered to and become the property of the LA and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA, without restriction or limitation as to their use.
3. During the performance of the administrative services herein provided for, the CONSULTANT shall be responsible for any loss or damage to the documents herein enumerated while they are in the CONSULTANT's possession and any such loss or damage shall be restored at the CONSULTANT's expense.
4. That none of the services to be furnished by the CONSULTANT shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the CONSULTANT shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 2 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the CONSULTANT shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the CONSULTANT's work and shall indemnify and save harmless the LA, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the CONSULTANT at the CONSULTANT's last known post office address. Upon such termination, the CONSULTANT shall cause to be delivered to the LA all documents and computer files with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- a. Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.

- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
  - f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
10. The CONSULTANT or sub-consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

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Executed by the LA:

\_\_\_\_\_ (Municipality/Township/County)

ATTEST

By: \_\_\_\_\_  
\_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

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Executed by the CONSULTANT:

ATTEST:

8/5/16  
\_\_\_\_\_

By: Burt A. Long  
Title: Senior Manager

By: [Signature]  
Title: Vice President