

## RESOLUTION 23-09

### APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HR GREEN IN CONNECTION WITH PROVIDING PROFESSIONAL ENGINEERING SERVICES FOR FIBER AND BROADBAND COORDINATION

**WHEREAS** the Village of Manteno acting by and through its Village President and Board of Trustees find it in the public interest that a certified professional be contracted to provide professional engineering services from time to time for the Village; and

**WHEREAS** HR Green, New Lenox, IL, is a company with professional and certified personnel skilled in providing professional engineering services to develop relationships and policies related to Broadband and ROW Management; and

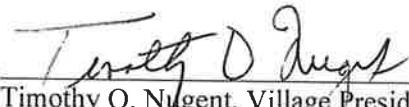
**NOW THEREFORE BE IT RESOLVED** by the President and Board of Trustees of the Village of Manteno, Kankakee County, Illinois as follows:

**SECTION 1:** That an agreement for Professional Services with HR Green, New Lenox, IL, in connection with providing professional engineering services to relationships and policies related to Broadband and ROW Management and the same is hereby approved.

**SECTION 2:** That the Village President is hereby authorized, empowered and directed to execute said agreement for Professional Services provided for in Section One of this resolution in the form and content of **Exhibit "A"** which is attached hereto and made a part hereof.

Passed by the Board of Trustees of the Village of Manteno, Kankakee County, Illinois at a regular meeting thereof held on 16<sup>th</sup> day of January, 2024 and approved by me as Village President on the same day.

RECORD OF THE VOTE	Yes	No	Abstain	Absent
President Timothy Nugent				X
Trustee Timothy Boyce				X
Trustee Samuel Martin	X			
Trustee Diane Dole				X
Trustee Todd Crockett	X			
Trustee Joel Gesky	X			
Trustee Wendell Phillips	X			
TOTAL VOTES or				
BY OMNIBUS VOTE	X			

  
Timothy O. Nugent, Village President

ATTEST:

   
Robin Batka, Village Clerk Deputy VC



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

### **Fiber and Broadband Coordination (Clearwave Fiber)**

Prepared For:

Village of Manteno  
Mayor Timothy Nugent and Trustees  
c/o Mr. Chris LaRocque, Village Administrator  
98 East Third St.  
Manteno, IL 60950  
Ph: 815.929.4800

Prepared By:

Bruce A. Hill, PE  
Municipal Executive – Governmental Services Engineering  
Village Engineering Consultant  
323 Alana Drive  
New Lenox, IL 60451  
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HR Green Job No.: 2303988

December 6, 2023

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THIS **AGREEMENT** is between the Village of Manteno (hereafter "CLIENT") and HR Green, Inc., (hereafter "COMPANY").

## **1.0 Project Understanding**

The Village of Manteno is a strong, stable community that is poised to continue to have sought after companies choose the Village for their facilities. This will likely spur other development and need for the population growth that will accompany those jobs.

Those factors (business, income, and population growth) are attractive to Internet Service Providers (ISPs – also referred to as "providers"). ISPs are already seeing Manteno as a place to invest in broadband infrastructure and that will likely grow.

The vast majority (if not all) of these ISPs will want to locate in the Village's Right-of-Way (ROW). That can cause several challenges. The most important of these is if the Village runs out of available ROW in any particular road segment (or segments), the Village has a public safety issue because ROW is (or will be) needed in the Village's ability to deliver services and other necessary utilities.

Telecommunications is the one utility in which several providers need to access the same ROW. Managing their impact on ROW, including maintaining available ROW and ensuring contractors for ISPs build in the correct location are critical to ensuring that there is adequate ROW for present and future needs.

It is also significant to have the right processes and framework to ensure that the costs of maintaining ROW availability are born by the entities accessing the ROW, not the Village.

Broadband is important for citizens, businesses, and the Village. We rely on having good broadband. Therefore, the Village wants to encourage broadband investment, but at the same time, must manage the costs to the Village, the impacts on citizens and potential of having all ROW consumed in some road segments. Finding the balance between encouraging broadband investment and managing impacts is key for all communities, including Manteno – particularly given that Manteno is an attractive place to provide broadband services.

## **2.0 Scope of Services**

HR Green recommends the following tasks to take a comprehensive approach in balancing the desire for world-class broadband and managing potential negative impacts in the Village.

### **Task 1: Develop Relationships with the ISPs**

In several ways, the goals of the providers align with some of the goals of citizens, businesses, economic development efforts, and Village Leaders. World-class broadband benefits everyone. Also, no one wants the Village to run out of available ROW or to have problems in the deployment process.

In Task 1, HR Green will identify the ISPs in Manteno and in areas close to Manteno to begin a series of discussions (including Village leadership) to build relationships from which open discussions can develop for mutually beneficial processes and steps. Typically, we conduct approximately three meetings. The first is designed to let them know what is happening and to define the role that they will have in the process. Subsequent meetings are to discuss specific proposals and options.

## **Task 2: Develop Policies Related to Broadband and ROW Management**

HR Green will provide policy templates for policies such as:

- Dig Once – when any construction projects are happening that involve ROW (road, sidewalk, and other utilities) as part of the Permit Process, a communication process is developed in which all of the participants decide if it is feasible to put in extra conduit. In some circumstances, the Village pays for materials (the conduit) and the construction company installs it at no cost to the Village.
- Pavement Degradation – during construction, techniques like potholing or trenching are used that cut the road surface. This type of damage to the surface, even if restored, reduces the longevity of the road. HR Green has engineering tables that define those impacts so that there can be payment into a fund to be used for road replacement in the future.
- Collocation – if there is available conduit or there can be joint installations, having a policy and procedures to coordinate that can be important (also see the ROW Management Policy). Particularly if a joint utility trench (JUT) can be installed, there can be significant savings for all involved. If the Village installs the JUT, it can be leased to ISPs (which saves them capital expense dollars and can provide a revenue stream for the Village).
- ROW Management – there is a process the Village can do to:
  - Classify road segments by their necessity in maintaining certain levels of available ROW and any segments that currently have availability concerns.
  - Develop a framework that informs ISPs of the steps they need to take depending on the classification of the road segments.
  - Monitors the installations.
  - This link provides an example of ROW policies that HR Green developed for one of our clients. This is taken from their website:  
<https://www.wdm.iowa.gov/home/showpublisheddocument/30533>.
- Construction standards that meet Village goals (aesthetics, depths, restoration, inspection, etc.).

As long as policies are fair and consistent for all ISPs, the Village has quite a bit of leeway in how policies are developed. Working with providers to discuss mutual goals and challenges can help the policy process.

### **Task 3: Request for Expressions of Interest (RFEI)**

It can be helpful to have a process by which the Village can understand and coordinate the interests that providers have in installing infrastructure in Village ROW. One tool that we have seen used with a fair amount of success is an RFEI. In this process, we develop an RFEI in which we tell the providers the Village's concerns and goals and ask them to tell us what they would like to do.

This gives the Village the opportunity to understand their plans and desires and to coordinate next steps. Depending on the number of responses, what they would like to do and the level of competitiveness, the Village could also discuss possible fibers for the Village and/or revenue streams from a broadband buildout.

### **3.0 Deliverables and Schedules Included in this Contract**

Deliverables and Schedules to be determined after Task Selection has been completed.

### **4.0 Items not included in Agreement/Supplemental Services**

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

### **5.0 Services by Others**

N/A

### **6.0 Client Responsibilities**

N/A

### **7.0 Professional Services Fee**

#### **7.1 Fees**

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.



## 7.2 Invoices

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

## 7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

## 7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

## 7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

**Task 1 – Develop Relationships with ISPs – Lump Sum Fee of \$8,000.00**

**Task 2 – Policy Development – Lump Sum Fee of \$7,500.00**

**Task 3 – RFEI – Lump Sum Fee of \$9,400.00**

**Total – Lump Sum Fee of \$24,900.00**

## 8.0 Terms and Conditions

This Agreement is an addendum to and is considered part of the Master Agreement between CLIENT and COMPANY. All terms and conditions contained in that agreement apply to this Agreement.



This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. CLIENT further agrees that the COMPANY performed prior work for the CLIENT at the CLIENT'S request during the time period beginning August 1<sup>st</sup>, 2023, through the authorization date below. CLIENT agrees that payment for this prior work is hereby authorized under this agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

**HR GREEN, INC.**

Bruce A. Hill, PE

Municipal Executive – Governmental Services – Engineering

Approved by:

Printed/Typed Name: Timothy J. Hartnett

President – Governmental

Title: Services/Principal

Date:

12/6/23

**VILLAGE OF MANTENO**

Accepted by:

Printed/Typed Name: Timothy O. Nugent

Title: Village President

Date:

1/16/24

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