



**Rantoul Village Board of Trustees**  
**Regular Study Session**  
**August 1, 2023**  
**6:00 PM**

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*Order of Business*

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**1. Call to Order**

**2. Roll Call**

**3. Mayor's Presentation**

- (A) Oath of Office | Police Officer Kyle Schlorff
- (B) Oath of Office | Fire Captain Derek Shreves
- (C) Oath of Office | Fire Lieutenant Travis Wallin

**4. Approval of Agenda**

**5. Public Participation**

*Citizens wishing to address the Village Board with respect to any item of business listed on the agenda, or any matter not appearing on the agenda, are asked to sign up on the public participation form, and submit it to the Village Clerk prior to the meeting. Comments will be limited to three minutes for each speaker.*

**6. Items from Trustees**

**7. Items from the Mayor**

- (A) Reappointment of Allen Jones and Ken Waters to the Planning & Zoning Commission with a term expiration of 2027
- (B) Reappointment of Craig Rogers to the Police Pension Board with a term expiration of 2025
- (C) Appointment of Niki Pettit to the Intercontinental Ballistic Missile Sub-Committee

**8. Items from the Clerk**

*All Minutes are draft versions until approved during the Regular Board Meeting. The Village is required to post the approved minutes on the website within ten days of approval.*

- (A) Minutes of the July 5, 2023 Board Study Session
- (B) Minutes of the July 11, 2023 Board Meeting

**9. Items from the Administrator**

**10. Items from Human Resources**

- (A) July 2023 Village Applicant Demographics Report

**11. Items from Police Department**

**12. Items from Fire Department**

**13. Items from Comptroller**

**14. Items from Building Safety**



**Rantoul Village Board of Trustees**  
**Regular Study Session**  
**August 1, 2023**  
**6:00 PM**

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*Order of Business*

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**15. Items from Community Development**

- (A) Ordinance Approving Rezoning Petition ZP23-1 and Amending the Official Zoning Map (700 W Champaign Ave)
- (B) Presentation of Results from the Community Development Survey

**16. Items from Recreation**

**17. Items from Public Works**

- (A) Ordinance Approving a New Sales Agreement for the Purchase of Natural Gas with the Illinois Public Energy Agency (IPEA)
- (B) Presentation of the Public Works Department

**18. Items from Counsel**

**19. Items for Closed Session**

- (A) Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 5, to consider the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired
- (B) Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 6, to consider the setting of a price for sale or lease of property owned by the public body
- (C) Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 1, to consider the employment, compensation, discipline, performance, or dismissal of an employee

**20. Adjournment**

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                            |                            |
|----------------------------|----------------------------|
| ITEM: Mayor's Presentation | DEPARTMENT: Administration |
| DATE: August 1, 2023       | AMOUNT:                    |
| ATTACHMENTS:               | ADMINISTRATIVE NOTES:      |
| SUMMARY HIGHLIGHTS:        |                            |
| RECOMMENDED ACTION:        |                            |
| DEPARTMENT HEAD APPROVAL   | VILLAGE ADMINISTRATOR      |

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                     |                            |
|-----------------------------------------------------|----------------------------|
| ITEM: Oath of Office   Police Officer Kyle Schlorff | DEPARTMENT: Administration |
| DATE: August 1, 2023                                | AMOUNT:                    |
| ATTACHMENTS:                                        | ADMINISTRATIVE NOTES:      |
| SUMMARY HIGHLIGHTS:                                 |                            |
| RECOMMENDED ACTION:                                 |                            |
| DEPARTMENT HEAD APPROVAL                            | VILLAGE ADMINISTRATOR      |

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                   |                            |
|---------------------------------------------------|----------------------------|
| ITEM: Oath of Office   Fire Captain Derek Shreves | DEPARTMENT: Administration |
| DATE: August 1, 2023                              | AMOUNT:                    |
| ATTACHMENTS:                                      | ADMINISTRATIVE NOTES:      |
| SUMMARY HIGHLIGHTS:                               |                            |
| RECOMMENDED ACTION:                               |                            |
| DEPARTMENT HEAD APPROVAL                          | VILLAGE ADMINISTRATOR      |

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                         |                            |
|---------------------------------------------------------|----------------------------|
| ITEM: Oath of Office   Fire Lieutenant<br>Travis Wallin | DEPARTMENT: Administration |
| DATE: August 1, 2023                                    | AMOUNT:                    |
| ATTACHMENTS:                                            | ADMINISTRATIVE NOTES:      |
| SUMMARY HIGHLIGHTS:                                     |                            |
| RECOMMENDED ACTION:                                     |                            |
| DEPARTMENT HEAD APPROVAL                                | VILLAGE ADMINISTRATOR      |

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                            |                       |
|----------------------------|-----------------------|
| ITEM: Public Participation | DEPARTMENT:           |
| DATE: August 1, 2023       | AMOUNT:               |
| ATTACHMENTS:               | ADMINISTRATIVE NOTES: |
| SUMMARY HIGHLIGHTS:        |                       |
| RECOMMENDED ACTION:        |                       |
| DEPARTMENT HEAD APPROVAL   | VILLAGE ADMINISTRATOR |

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                                                                                      |                            |
|----------------------------------------------------------------------------------------------------------------------|----------------------------|
| ITEM: Reappointment of Allen Jones and Ken Waters to the Planning & Zoning Commission with a term expiration of 2027 | DEPARTMENT: Administration |
| DATE: August 1, 2023                                                                                                 | AMOUNT:                    |
| ATTACHMENTS:                                                                                                         | ADMINISTRATIVE NOTES:      |
| SUMMARY HIGHLIGHTS:                                                                                                  |                            |
| RECOMMENDED ACTION:                                                                                                  |                            |
| DEPARTMENT HEAD APPROVAL                                                                                             | VILLAGE ADMINISTRATOR      |

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                                                                |                            |
|------------------------------------------------------------------------------------------------|----------------------------|
| ITEM: Reappointment of Craig Rogers to the Police Pension Board with a term expiration of 2025 | DEPARTMENT: Administration |
| DATE: August 1, 2023                                                                           | AMOUNT:                    |
| ATTACHMENTS:                                                                                   | ADMINISTRATIVE NOTES:      |
| SUMMARY HIGHLIGHTS:                                                                            |                            |
| RECOMMENDED ACTION:                                                                            |                            |
| DEPARTMENT HEAD APPROVAL                                                                       | VILLAGE ADMINISTRATOR      |

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                                                          |                            |
|------------------------------------------------------------------------------------------|----------------------------|
| ITEM: Appointment of Niki Pettit to the Intercontinental Ballistic Missile Sub-Committee | DEPARTMENT: Administration |
| DATE: August 1, 2023                                                                     | AMOUNT:                    |
| ATTACHMENTS:                                                                             | ADMINISTRATIVE NOTES:      |
| SUMMARY HIGHLIGHTS:                                                                      |                            |
| RECOMMENDED ACTION:                                                                      |                            |
| DEPARTMENT HEAD APPROVAL                                                                 | VILLAGE ADMINISTRATOR      |

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                            |                       |
|----------------------------|-----------------------|
| ITEM: Items from the Clerk | DEPARTMENT:           |
| DATE: August 1, 2023       | AMOUNT:               |
| ATTACHMENTS:               | ADMINISTRATIVE NOTES: |
| SUMMARY HIGHLIGHTS:        |                       |
| RECOMMENDED ACTION:        |                       |
| DEPARTMENT HEAD APPROVAL   | VILLAGE ADMINISTRATOR |

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                       |                            |
|-------------------------------------------------------|----------------------------|
| ITEM: Minutes of the July 5, 2023 Board Study Session | DEPARTMENT: Administration |
| DATE: August 1, 2023                                  | AMOUNT:                    |
| ATTACHMENTS:<br><br>1. July 5 Minutes - draft         | ADMINISTRATIVE NOTES:      |
| SUMMARY HIGHLIGHTS:                                   |                            |
| RECOMMENDED ACTION:                                   |                            |
| DEPARTMENT HEAD APPROVAL                              | VILLAGE ADMINISTRATOR      |

**RANTOUL VILLAGE BOARD OF TRUSTEES  
REGULAR STUDY SESSION  
July 5, 2023**

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

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

**Roll Call**

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

Mayor Smith, Trustees Wilson, Robertson, Hall, Workman and Weathersby – 6

The following representatives of Village departments were also present:

Tony Brown, Police Chief; Jake McCoy, Assistant Public Works Director; Debbie Sage, Human Resources; Jake McCoy, Assistant Public Works Director; Chris Milliken, Zoning and Planning; Brian Hunt, Community Development; David Wesner, Attorney; Tana Ward, Deputy Village Clerk and Janet Gray, Village Clerk

**New Police**

The Mayor swore in Kaleb Kraft a new patrol officer. He was a member of the Gibson City department and is a literal transfer. He started on Monday.

**Approval of Agenda**

Trustee Weathersby moved to approve the agenda. Trustee Robertson seconded the motion. On a roll call vote:

    AYE: Weathersby, Wilson, Robertson, Hall and Workman – 5.

    NAYS: None – 0.

    ABSENT: Crider – 1.

The motion carried 5-0.

**Public Participation**

Herbert Burnett addressed the Board regarding the problems with the youth in the community. He submitted a request to the Recreation Department regarding a Midnight Basketball program and has not yet heard back. He would like to begin the program on July 15.

Wendell Golston address the Board regarding the North Drive Park and other issues.

## **Presentations**

Margurette Carter from the Carter Education & Community Foundation gave a presentation on Academic Standards and Parental Engagement. She distributed a flyer announcing three Town Hall meetings. She has worked with the Youth Center which will be open every 4<sup>th</sup> Saturday for 1<sup>st</sup> - 5<sup>th</sup> graders to come in for activities. There is no cost to attend. Mrs. Carter asked everyone in the community to join in these Town Hall meetings.

John Vezzetti, Vice President of Bernardi Securities gave a presentation on Tax Increment Financing Revenue Bonds. The bonds taken out ten years ago for the Evans Road project are coming due in 2023. He is working with a group to obtain a lower interest rate for the remaining term of the bond. He would like authorization to go forward and bring this item back to the Board for approval.

## **Items from Trustees**

### **Trustee Hall**

- Thanked the Public Works Department for getting the electricity back on and the streets cleaned after last week's storm.
- Addressed the Board regarding the violence that the community is experiencing. He said Mr. Burnett has been holding meetings on Sundays at 5:00 pm at the Rantoul Business Center. He also said there are many programs our youth can participate in.
- Suggested that the Village look into having a program where citizens can turn in their guns with no repercussions.

### **Trustee Workman**

- Extended condolences to Trustee Crider on the passing of her mother and to Assistant Public Works Director Jake McCoy on the passing of his mother.
- Asked for more information on the Midnight Basketball program.

## **Items from Mayor**

- Offered sympathy to Trustee Crider and Director McCoy.

## **Items from Clerk**

- A. Minutes of June 6, 2023 Regular Study Session.
- B. Minutes of June 13, 2023 Board Meeting.

These minutes will go to the Board for approval.

### **Items from Administrator**

- A. Debra Sage, the Human Resources Manager presented a proposed amendment to Section 24-148 of Chapter 24 of the Village Code entitled Personnel. This change would amend the requirement for certain officers of the Village to maintain a residence within the corporate limits. This would include the Village Administrator, Chief of Police and Chief of Fire. It would also be amended to state that all other Officers would be required to maintain a residence within 20 miles of the corporate limits and to have a 30-minute response time if recalled for duty.
- B. The Mayor presented a request to issue Tax Increment Refunding Revenue Bonds in the amount not to exceed \$7,700,000.00 for the Evans Road Project. The bonds would be reissued to secure a lower interest rate and the due date would remain the same. The Bonds will come due in December 1, 2033 and are currently at a rate of 6%.

These items will go to the Board.

### **Items from Human Resources**

- A. The June 2023 Village Applicant Demographics Report is in the Board Packet.

### **Items from Police Department**

No items to report.

### **Items from Fire Department**

No items to report.

### **Items from Building & Environmental Safety**

No items to report.

### **Items from Community Development**

- A. The department presented a request from Jeremy and Angela VanMatre dba VanFam Diner for a Micro Loan in the amount of \$50,000.00. The restaurant will be located in the former Pizza Hut building at 2020 Lon Drive. A security interest will be taken on the restaurant equipment. Their Business Plan shows expected revenues sufficient to service the loan. This loan request meets the requirement of the program. A Loan Committee will meet tomorrow to review their Business Plan which was requested at their initial committee meeting in May.
- B. The Department requested the approval of an engineering agreement with Hutchison Engineering for design engineering services for construction of the Veterans/Perimeter Shared Use Path Extension. The amount of the agreement is \$172,226.00 and will be funded through an ITEP grant. The path will be extended from Maplewood Drive to Perimeter Road and to Pleasant Acres School.

Item A will be taken to the Board. Item B will be taken to the Board if the Micro Loan Committee recommends approval at their upcoming meeting.

### **Items from the Parks and Recreation**

No items to report.

### **Items from Public Work**

- A. The Department requested the approval of an Engineering Agreement with BHMG Engineers, Inc. for the Electric Division Prospect Substation Upgrades in the amount of \$452,500.00. This update will include room for the future growth at Rantoul Foods. Funding is included in the FY24 Budget.
- B. The Department requested the approval to purchase a new replacement Mini Excavator for the Street and Systems Division in the amount not-to-exceed \$135,000.00. The old mini excavator is over 17 years old and is reaching the end of its useful life. It will be used as a trade in.

These items will be taken to the Board.

### **Items from Counsel**

#### **Closed Session**

Trustee Hall moved to enter into closed session pursuant to 5 ILCS 120/2 (C) 21, for the purpose of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for the purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. Trustee Robertson seconded the motion. On a Roll Call vote:

YEAS: Hall, Workman, Weathersby, Wilson and Robertson – 5

NAYS: None -0.

ABSENT: Crider - 1

Motion carried 5-0

the Board entered into Closed session at 6:48 pm.

The Board returned to Closed session at 6:54 pm.

#### **Meeting Adjourned**

The Mayor adjourned the meeting at 6:54 pm.

Respectfully submitted,

Janet E. Gray, MMC  
Village Clerk

**Approved**

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Charles Smith  
Village President

**ATTEST:**

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Janet E. Gray, MMC  
Village Clerk

I, Janet E. Gray, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the foregoing minutes are a true and correct copy of the Study Session of the Board of Trustees held July 5, 2023 as the same appears on the records of the Village now in my custody and keeping.

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Janet E. Gray, MMC  
Village Clerk

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                  |                            |
|--------------------------------------------------|----------------------------|
| ITEM: Minutes of the July 11, 2023 Board Meeting | DEPARTMENT: Administration |
| DATE: August 1, 2023                             | AMOUNT:                    |
| ATTACHMENTS:<br><br>1. July 11 Minutes - draft   | ADMINISTRATIVE NOTES:      |
| SUMMARY HIGHLIGHTS:                              |                            |
| RECOMMENDED ACTION:                              |                            |
| DEPARTMENT HEAD APPROVAL                         | VILLAGE ADMINISTRATOR      |

**RANTOUL VILLAGE BOARD OF TRUSTEES  
REGULAR BOARD MEETING  
JULY 11, 2023**

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

A Regular Meeting of the Board of Trustees of the Village of Rantoul was held at 6:00 P.M., President Charles Smith presiding. President Smith called the meeting to order.

**Invocation & Pledge of Allegiance**

Mayor Smith opened the meeting with prayer. Following the invocation, Trustee Hall led the audience in recitation of the Pledge of Allegiance.

**Roll Call**

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

Mayor Smith, Trustees Wilson, Robertson, Hall, Workman and Weathersby – 6.

The following representatives of Village departments were also present:

Tony Brown, Police Chief; Chad Smith, Fire Chief; Luke Humphrey, Recreation & Parks Director; Jake McCoy, Assistant Public Works Director; Chris Milliken, Planning and Zoning; Debbie Sage, Human Resources; David Wesner, Attorney; Tana Ward, Deputy Village Clerk and Janet Gray, Village Clerk.

**Approval of Agenda**

Trustee Hall moved to approve the agenda for the meeting, as presented.

Trustee Robinson seconded the motion. On a Roll Call vote:

YEAS: Hall, Workman, Weathersby, Wilson and Robertson – 5.

NAYS: None – 0.

ABSENT: Crider – 1.

The motion carried 5-0.

**Public Participation**

- Philip Davis asked the Board to allow commercial business to put barbed wire on their fences. Many locations have had catalytic converters taken. He has cameras and gates to help prevent theft. He would also like the Village to consider paid Neighborhood Watch Groups.
- Jolene Gensler addressed the topic of amending the residency requirement as proposed on the agenda. She asked why the Village Harassment Policy was not enforced when she was employed and felt harassed by member of the accounting department.
- Lisa Corley spoke in support of her sister Jolene Gensler, the former Comptroller of the Village.

## **A. Consent Agenda**

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### **Approval of Consent Agenda Items by Omnibus Vote**

- A. Appointment of Mike Runyon to the Planning and Zoning Commission with a term expiration of 2027.
- B. Minutes of Regular Study Session June 6, 2023.
- C. Minutes of Regular Board Meeting June 13, 2023.
- D. Approval of bills and monthly financial report.
- E. Resolution 07-23-1393, A RESOLUTION DETERMINING WHETHER THE NEED FOR CONFIDENTIALITY STILL EXISTS OR IS NO LONGER REQUIRED AS TO ALL OR PART OF THE MUNICES OF ALL CONFIDENTIAL CLOSED MEETINGS

Trustee Hall moved to approve the Consent Agenda items by omnibus vote.

Trustee Robertson seconded the motion. On a Roll Call vote:

YEAS: Hall, Workman, Weathersby, Wilson and Robertson – 5.

NAYS: None – 0.

ABSENT: Crider – 1.

The motion carried 5-0.

## **B. Consideration of Bids, Contracts & Other Items of Expenditure**

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Trustee Weathersby moved to authorize and approve the Micro Loan Application for Jeremy and Angela VanMatre DBA VanFam Diner at 2020 Lon Drive with the additional condition put in place by the Micro Loan Committee to secure a co-signer. The amount of the loan is \$50,000.00. Trustee Wilson seconded the motion. On a Roll Call vote:

YEAS: Weathersby, Wilson, Robertson, Hall and Workman – 5.

NAYS: None – 0.

Absent: Crider – 1.

The motion carried 5-0.

Trustee Robertson moved to authorize and approve the Engineering Agreement with Hutchison Engineering, Inc. for design and construction of the Veterans Parkway / Perimeter Road Shared Use Path Extension in the amount of \$172,226.00. Trustee Hall seconded the motion. On a Roll Call vote:

YEAS: Robertson, Hall, Workman, Weathersby and Wilson – 5.

NAYS: None – 0.

ABSENT: Crider – 1.

The motion carried 5-0.

Trustee Hall moved to authorize and approve the Engineering Agreement for the Electric Division Prospect Substation Upgrades with BHMGE Engineers, Inc. in the amount of \$452,500.00. Trustee Workman seconded the motion. On a Roll Call vote:

YEAS: Hall, Workman, Weathersby, Wilson and Robertson – 5.

NAYS: None – 0.

ABSENT: Crider – 1.

The motion carried 5-0.

Trustee Wilson moved to authorize and approve the purchase of a New replacement Mini Excavator for the Street & Systems Division in the Amount Not-to-Exceed \$135,000.00. Trustee Workman seconded the motion. On a Roll Call vote:

YEAS: Wilson, Robertson, Hall, Workman and Weathersby – 5.

NAYS: None – 0.

Absent: Crider – 1.

The motion carried 5-0.

### **C. Consideration of Ordinances & Resolutions**

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#### **Ordinance No. 2740**

#### **AN ORDINANCE AMENDING ARTICLE V OF CHAPTER 24 "PERSONNEL" OF THE RANTOUL CODE IN CONNECTION WITH EMPLOYMENT POLICIES.**

Trustee Workman moved to pass Ordinance No. 2740. Trustee Weathersby seconded the motion. On a Roll Call vote:

YEAS: Workman, Weathersby, Wilson and Hall – 4.

NAYS: Robertson – 1.

ABSENT: Crider – 1.

The motion carried 4-1.

#### **Ordinance No. 2741**

#### **AN ORDINANCE AUTHORIZING THE ISSUANCE OF TAX INCREMENT REFUNDING REVENUE BONDS, SERIES 2023 (EVANS ROAD PROJECT)**

Trustee Hall moved to pass Ordinance No. 2741. Trustee Workman seconded the motion. On a Roll Call vote:

YEAS: Hall, Workman, Weathersby, Wilson and Robertson – 5.

NAYS: None – 0.

ABSENT: Crider – 1.

The motion carried 5-0.

**Ordinance No. 2742**  
**AN ORDINANCE AUTHORIZING AND APPROVING THE CONTRACT FOR  
PURCHASE OF REAL ESTATE  
(705 N. MAPLEWOOD DRIVE)**

Trustee Wilson moved to pass Ordinance No. 2742. Trustee Weathersby seconded the motion. On a Roll Call vote:

YEAS: Wilson Robertson, Hall, Workman and Weathersby – 5.

NAYS: None – 0.

ABSENT: Crider – 1.

The motion carried 5-0.

**D. Other Business**

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Trustee Hall stated he would not be at the August 8 meeting.

**D. Public Announcement**

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The Recreation Department will host a Senior Luncheon on July 20 at 11:30 am. Please call 217-893-5700 to RSVP.

The Cater Education & Community Foundation and Police Chief Tony Brown will be hosting Town Hall Thursdays, Community Conversations on August 3, 10 and 17 at the Gathering Place at 5:30 pm.

Chief Chad Smith attended Salvation Army's Christmas in July Event and accepted an award for the Fire Department. They were recognized for raising the most money in a municipality as Bell Ringers. Chief Smith said this would not have been possible without the Salvation Army Volunteer of the year Margurette Carter who coordinated the Bell Ringing.

Trustee Wilson announced that August 18 is meet the Eagles Night at RTHS. The Fire Department will host a Fish Fry at the Football field starting at 6:00 pm.

**F. Closed Session**

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No closed session was held.

**G. Adjournment**

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There being no further business to come before the Board, Trustee Workman moved to adjourn the meeting. Trustee Weathersby seconded the motion. On a Roll Call vote:

YEAS: Workman, Weathersby, Wilson, Robertson and Hall – 5.

NAYS: None – 0.

ABSENT: Crider – 1.

The motion carried 5-0.

**MEETING ADJOURNED AT 6:29 pm.**

Janet E. Gray, MMC  
Village Clerk

**Approved**

\_\_\_\_\_  
Charles Smith  
Village President

**ATTEST:**

\_\_\_\_\_  
Janet E. Gray, MMC  
Village Clerk

I, Janet E. Gray, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the foregoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held July 11, 2023 as the same appears on the records of the Village now in my custody and keeping.

\_\_\_\_\_  
Janet E. Gray, MMC  
Village Clerk

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                       |                            |
|-------------------------------------------------------|----------------------------|
| ITEM: July 2023 Village Applicant Demographics Report | DEPARTMENT: Administration |
| DATE: August 1, 2023                                  | AMOUNT:                    |
| ATTACHMENTS:<br><br>1. HR Report - July 2023          | ADMINISTRATIVE NOTES:      |
| SUMMARY HIGHLIGHTS:                                   |                            |
| RECOMMENDED ACTION:                                   |                            |
| DEPARTMENT HEAD APPROVAL                              | VILLAGE ADMINISTRATOR      |

# Open Positions for Village of Rantoul

July 23, 2022 to July 24, 2023

| Position                         |                    |                    |            |                            |            |
|----------------------------------|--------------------|--------------------|------------|----------------------------|------------|
|                                  | Census Report 2021 | Police Officer     |            | Experienced Police Officer |            |
| Race                             |                    | Number             | Percentage | Number                     | Percentage |
| White                            | 61.5%              | 31                 | 53%        | 3                          | 49%        |
| African American                 | 19.6%              | 17                 | 29%        | 1                          | 17%        |
| Asian                            | 1.6%               | 1                  | 2%         | 0                          | 0%         |
| Native Hawaiian/Pacific Islander | 0.0%               | 0                  | 0%         | 0                          | 0%         |
| Hispanic/Latino                  | 12.7%              | 4                  | 7%         | 0                          | 0%         |
| American Indian                  | 0.3%               | 0                  | 0%         | 1                          | 17%        |
| Two or More Races                | 16.2%              | 5                  | 9%         | 1                          | 17%        |
| Unknown                          | 0.0%               | 0                  | 0%         | 0                          | 0%         |
| Gender                           |                    |                    |            |                            |            |
| Male                             | 46.8%              | 41                 | 71%        | 5                          | 83%        |
| Female                           | 53.2%              | 17                 | 29%        | 1                          | 17%        |
| Unknown                          | 0.0%               | 0                  | 0%         | 0                          | 0%         |
| Total Applications               |                    |                    |            |                            |            |
| Population Estimate, 07/01/2021  | 12,119             | 58                 |            | 6                          |            |
| Open / Filled                    |                    |                    |            |                            |            |
|                                  |                    | Full Time Position |            | Full Time Position         |            |
|                                  |                    | Police             |            | Police                     |            |

| Position                         |                    |                    |            |                       |      |
|----------------------------------|--------------------|--------------------|------------|-----------------------|------|
|                                  | Census Report 2021 | Firefighter        |            | Public Works Director |      |
| Race                             |                    | Number             | Percentage |                       |      |
| White                            | 61.5%              | 15                 | 50%        | 6                     | 67%  |
| African American                 | 19.6%              | 7                  | 23%        | 2                     | 22%  |
| Asian                            | 1.6%               | 0                  | 0%         | 1                     | 11%  |
| Native Hawaiian/Pacific Islander | 0.0%               | 0                  | 0%         | 0                     | 0%   |
| Hispanic/Latino                  | 12.7%              | 3                  | 10%        | 0                     | 0%   |
| American Indian                  | 0.3%               | 0                  | 0%         | 0                     | 0%   |
| Two or More Races                | 16.2%              | 4                  | 13%        | 0                     | 0%   |
| Unknown                          | 0.0%               | 1                  | 4%         | 0                     | 0%   |
| Gender                           |                    |                    |            |                       |      |
| Male                             | 46.8%              | 24                 | 80%        | 9                     | 100% |
| Female                           | 53.2%              | 5                  | 17%        | 0                     | 0%   |
| Unknown                          | 0.0%               | 1                  | 3%         | 0                     | 0%   |
| Total Applications               |                    |                    |            |                       |      |
| Population Estimate, 07/01/2021  | 12,119             | 30                 |            | 9                     |      |
| Open / Filled                    |                    |                    |            |                       |      |
|                                  |                    | Volunteer Position |            | Full Time Position    |      |
|                                  |                    | Fire               |            | Public Works          |      |

# Open Positions for Village of Rantoul

July 23, 2022 to July 24, 2023

| Position                         |                    |                                  |            |                    |      |
|----------------------------------|--------------------|----------------------------------|------------|--------------------|------|
|                                  | Census Report 2021 | Chief of Operations - Wastewater |            | Comptroller        |      |
| Race                             |                    | Number                           | Percentage |                    |      |
| White                            | 61.5%              | 4                                | 58%        | 8                  | 100% |
| African American                 | 19.6%              | 1                                | 14%        | 0                  | 0%   |
| Asian                            | 1.6%               | 1                                | 14%        | 0                  | 0%   |
| Native Hawaiian/Pacific Islander | 0.0%               | 0                                | 0%         | 0                  | 0%   |
| Hispanic/Latino                  | 12.7%              | 0                                | 0%         | 0                  | 0%   |
| American Indian                  | 0.3%               | 1                                | 14%        | 0                  | 0%   |
| Two or More Races                | 16.2%              | 0                                | 0%         | 0                  | 0%   |
| Unknown                          | 0.0%               | 0                                | 0%         | 0                  | 0%   |
| Gender                           |                    |                                  |            |                    |      |
| Male                             | 46.8%              | 5                                | 71%        | 5                  | 62%  |
| Female                           | 53.2%              | 2                                | 29%        | 3                  | 38%  |
| Unknown                          | 0.0%               | 0                                | 0%         | 0                  | 0%   |
| Total Applications               |                    |                                  |            |                    |      |
| Population Estimate, 07/01/2021  | 12,119             | 7                                |            | 8                  |      |
| Open / Filled                    |                    |                                  |            |                    |      |
|                                  |                    | Full Time Position               |            | Full Time Position |      |
|                                  |                    | Public Works                     |            | Finance            |      |

| Position                         |                    |                       |     |                                 |    |
|----------------------------------|--------------------|-----------------------|-----|---------------------------------|----|
|                                  | Census Report 2021 | Budget & Data Analyst |     | GIS & SCADA Systems Coordinator |    |
| Race                             |                    |                       |     |                                 |    |
| White                            | 61.5%              | 3                     | 75% | 5                               | 0% |
| African American                 | 19.6%              | 0                     | 0%  | 1                               | 0% |
| Asian                            | 1.6%               | 1                     | 25% | 2                               | 0% |
| Native Hawaiian/Pacific Islander | 0.0%               | 0                     | 0%  | 0                               | 0% |
| Hispanic/Latino                  | 12.7%              | 0                     | 0%  | 0                               | 0% |
| American Indian                  | 0.3%               | 0                     | 0%  | 0                               | 0% |
| Two or More Races                | 16.2%              | 0                     | 0%  | 0                               | 0% |
| Unknown                          | 0.0%               | 0                     | 0%  | 1                               | 0% |
| Gender                           |                    |                       |     |                                 |    |
| Male                             | 46.8%              | 1                     | 25% | 7                               | 0% |
| Female                           | 53.2%              | 3                     | 75% | 2                               | 0% |
| Unknown                          | 0.0%               | 0                     | 0%  | 0                               | 0% |
| Total Applications               |                    |                       |     |                                 |    |
| Population Estimate, 07/01/2021  | 12,119             | 4                     |     | 9                               |    |
| Open / Filled                    |                    |                       |     |                                 |    |
|                                  |                    | Full Time Position    |     | Full Time Position              |    |
|                                  |                    | Finance               |     | Public Works                    |    |

# Open Positions for Village of Rantoul

June 25, 2022, to June 26, 2023

| Position                         |                    |                                |     |                                |     |
|----------------------------------|--------------------|--------------------------------|-----|--------------------------------|-----|
|                                  | Census Report 2021 | Fourm Group Fitness Instructor |     | Sports Complex Site Supervisor |     |
| Race                             |                    |                                |     |                                |     |
| White                            | 61.5%              | 4                              | 33% | 13                             | 38% |
| African American                 | 19.6%              | 3                              | 25% | 11                             | 32% |
| Asian                            | 1.6%               | 0                              | 0%  | 0                              | 0%  |
| Native Hawaiian/Pacific Islander | 0.0%               | 0                              | 0%  | 0                              | 0%  |
| Hispanic/Latino                  | 12.7%              | 2                              | 17% | 4                              | 12% |
| American Indian                  | 0.3%               | 0                              | 0%  | 0                              | 0%  |
| Two or More Races                | 16.2%              | 1                              | 8%  | 5                              | 15% |
| Unknown                          | 0.0%               | 2                              | 17% | 1                              | 3%  |
| Gender                           |                    |                                |     |                                |     |
| Male                             | 46.8%              | 6                              | 50% | 17                             | 50% |
| Female                           | 53.2%              | 5                              | 42% | 17                             | 50% |
| Unknown                          | 0.0%               | 1                              | 8%  | 0                              | 0%  |
| Total Applications               |                    |                                |     |                                |     |
| Population Estimate, 07/01/2021  | 12,119             | 12                             |     | 34                             |     |
| Open / Filled                    |                    |                                |     |                                |     |
|                                  |                    | Part Time                      |     | Part Time                      |     |
|                                  |                    | Recreation                     |     | Recreation                     |     |

| Position                         |                    |                                                             |     |                                     |     |
|----------------------------------|--------------------|-------------------------------------------------------------|-----|-------------------------------------|-----|
|                                  | Census Report 2021 | Total Number of Applicants between 06/25/2022 to 06/26/2023 |     | January 2023 to July 2023 New Hires |     |
| Race                             |                    |                                                             |     |                                     |     |
| White                            | 61.5%              | 92                                                          | 52% | 122                                 | 70% |
| African American                 | 19.6%              | 43                                                          | 24% | 33                                  | 20% |
| Asian                            | 1.6%               | 6                                                           | 4%  | 1                                   | 1%  |
| Native Hawaiian/Pacific Islander | 0.0%               | 0                                                           | 0%  | 0                                   | 0%  |
| Hispanic/Latino                  | 12.7%              | 13                                                          | 7%  | 16                                  | 9%  |
| American Indian                  | 0.3%               | 2                                                           | 1%  | 0                                   | 0%  |
| Two or More Races                | 16.2%              | 16                                                          | 9%  | 0                                   | 0%  |
| Unknown                          | 0.0%               | 5                                                           | 3%  | 0                                   | 0%  |
| Gender                           |                    |                                                             |     |                                     |     |
| Male                             | 46.8%              | 120                                                         | 68% | 89                                  | 52% |
| Female                           | 53.2%              | 55                                                          | 31% | 83                                  | 48% |
| Unknown                          | 0.0%               | 2                                                           | 1%  | 0                                   | 0%  |
| Total Applications               |                    |                                                             |     |                                     |     |
| Population Estimate, 07/01/2021  | 12,119             | 177                                                         |     | 172                                 |     |
| Open / Filled                    |                    |                                                             |     |                                     |     |
|                                  |                    |                                                             |     |                                     |     |
|                                  |                    | Applicants                                                  |     | New Hires                           |     |

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                  |                       |
|----------------------------------|-----------------------|
| ITEM: Items from Building Safety | DEPARTMENT:           |
| DATE: August 1, 2023             | AMOUNT:               |
| ATTACHMENTS:                     | ADMINISTRATIVE NOTES: |
| SUMMARY HIGHLIGHTS:              |                       |
| RECOMMENDED ACTION:              |                       |
| DEPARTMENT HEAD APPROVAL         | VILLAGE ADMINISTRATOR |

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| ITEM: Ordinance Approving Rezoning Petition ZP23-1 and Amending the Official Zoning Map (700 W Champaign Ave)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | DEPARTMENT: Community Development         |
| DATE: August 1, 2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | AMOUNT:                                   |
| ATTACHMENTS:<br><br>1. 08-23-2743 Ordinance - Amending the Official Zoning Map (700 W Champaign Ave)<br>2. Rezoning Petition ZP23-1 - 700 W Champaign Ave                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ADMINISTRATIVE NOTES:                     |
| <p>SUMMARY HIGHLIGHTS:</p> <p>Busey Bank, is requesting that the property located at and commonly known as 700 West Champaign Ave be rezoned from R-1 Single Family Residential to C-2 General Commercial to allow for the construction of a new banking facility at that location.</p> <p>No correspondence or testimony was received from neighboring property owners expressing any specific concerns or objections, with the exception of one neighbor wanting to make sure that overall traffic in the area is looked at.</p> <p>The property is directly adjacent to the Jimmy Johns location, and that property was rezoned in 2016 to accommodate that development. The requested rezoning would be consistent with the Village's adopted Future Land Use Map.</p> <p>The Planning &amp; Zoning Commission recommended approval of the request by a 7-0 vote, and Staff supports approval of this request.</p> |                                           |
| RECOMMENDED ACTION: Approve Ordinance Amending the Zoning Map to rezone 700 West Champaign Ave from R-1 Single Family Residential to C-2 General Commercial.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                           |
| DEPARTMENT HEAD APPROVAL<br>Chris Milliken                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | VILLAGE ADMINISTRATOR<br>Scott Eisenhauer |

**ORDINANCE 2743**

**AN ORDINANCE  
AMENDING THE OFFICIAL ZONING MAP  
(700 W Champaign Ave)**

**VILLAGE OF RANTOUL  
CHAMPAIGN COUNTY, ILLINOIS**

**CERTIFICATE OF PUBLICATION**

Published in pamphlet form this 8th day of August, 2023, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

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Village Clerk

## ORDINANCE 2743

### **AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP (700 W Champaign Ave)**

**WHEREAS**, under and pursuant to Section 46-36, Official Zoning Map, of ARTICLE 3, DISTRICTS AND BOUNDARIES, of Chapter 46 of the Code of Ordinances of the Village of Rantoul, Illinois (Chapter 46, being known and cited as the Rantoul Zoning Ordinance), as supplemented and amended (the **“Zoning Ordinance”**), the President and Board of Trustees (the **“Corporate Authorities”**) of the Village of Rantoul, Champaign County, Illinois (the **“Village”**) made provision for the Official Zoning Map (the **“Official Zoning Map”**), made it a part of the Zoning Ordinance, and provided that any change affecting the boundaries or the classification of land shall be portrayed on such Official Zoning Map in conformity with the procedures set forth in the Zoning Ordinance; and

**WHEREAS**, under and pursuant to Section 46-246, Amendments, of ARTICLE 17, ZONING CHANGE APPLICATIONS AND REVIEW, of the Zoning Ordinance, all amendments to such Zoning Ordinance, including the Official Zoning Map, may be initiated by any of the following methods:

1. The written request of the legal or equitable owner, by a contract purchaser or the holder of a binding option, which is filed with the Chairman or Secretary of the Village of Rantoul Planning and Zoning Commission (the **“Commission”**) or the Office of the President; or
2. By Resolution of the Corporate Authorities; or
3. By approved motion of the Planning and Zoning Commission; and

**WHEREAS**, Busey Bank, as contract purchaser, has filed with the Commission a request for a change in zoning classification from the R-1 Single Family Residential District to the C-2 General Commercial District (the **“Requested Zoning Change”**) for the parcel of real estate located generally at 700 W Champaign Ave within the Village, more particularly described as follows (the **“Parcel”**):

The East half of Lot 12 and all of Lots 13 and 14 of Murray’s Subdivision, as per Plat recorded in Plat Book “M”, at Page 39, in Champaign County, Illinois, EXCEPT that part of said lots conveyed to the State of Illinois for highway purposes by Warranty Deed recorded in Book 845, at Page 375, as Document No. 759618. (PIN:20-09-03-102-021); and

**WHEREAS**, notices of a public hearing (the **“Notices”**) to be held at 6:00pm, on Thursday, July 13, 2023, in the Village of Rantoul Municipal Building, 333 S. Tanner Street, Rantoul, Illinois on the Requested Zoning Change was (i) published once in the News Gazette, a newspaper of general circulation within Village, on June 28, 2023; (ii) mailed to the last known taxpayers of record adjacent to or within 250 feet of the Parcel on June 27, 2023, and (iii) posted with a sign on the Parcel on June 27, 2023, all such dates being not more than thirty (30) days nor less than fifteen (15) days before the date of such public hearing; and

**WHEREAS**, on July 13, 2023, at the time and place specified in the Notices, the Commission held and conducted the public hearing on the Requested Zoning Change, during which public hearing any person appearing at such public hearing and wishing to be heard or to otherwise communicate in writing concerning the Requested Zoning Change was permitted to do so by the Commission before final adjournment of such public hearing in connection with such Requested Zoning Change; and

**WHEREAS**, after hearing all testimony, receiving such written reports and other documentation related to the Requested Zoning Change and following a full and complete discussion of the Requested Zoning

Change, the Commission, by an affirmative vote of 7-0, made and forwarded its recommendation to the Corporate Authorities that the change in zoning classification as requested in the Requested Zoning Change be approved, and the Commission thereafter adjourned its meeting of July 13, 2023 in connection with the Requested Zoning Change;

**WHEREAS**, the Corporate Authorities hereby find that the requested Zoning Change is consistent with existing uses and zoning of nearby properties, will not reduce, but rather enhance property values, will not create any hardship on the property owner, the property is suitable for the zoning classification sought, and the zoning classification sought is consistent with the Village’s comprehensive plan; and,

**WHEREAS**, the Corporate Authorities, after full and complete consideration of the Requested Zoning Change and the recommendation of the Commission in connection therewith, has now determined to approve such change to the Official Zoning Map, including as supplemented and amended, as is hereinafter set forth in this Ordinance below.

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

**Section 1.** The foregoing recitals are incorporated herein as if fully set forth as findings of the Village Board.

**Section 2.** The Official Zoning Map, as established under and pursuant to the Zoning Ordinance, is hereby authorized to be amended to change the zoning classification in the manner described in the Requested Zoning Change for the applicable Parcel.

**Section 3.** In accordance with the applicable provisions of Section 46-36 of ARTICLE 3 of the Zoning Ordinance, the appropriate officers of the Village are hereby authorized and directed to include such change as is authorized under Section 1 of this Ordinance above to the Official Zoning Map, but such change as is authorized under Section 1 of this Ordinance above shall become effective ten days after publication of this Ordinance regardless of whether such change has been incorporated in the Official Zoning Map.

**Section 4.** This Ordinance shall become effective ten (10) days after its passage, approval and publication as required by law.

**Section 5.** The Village Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form.

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

**PASSED** this 8th day of August, 2023.

\_\_\_\_\_  
Village Clerk

**APPROVED** this 8th day of August, 2023.

\_\_\_\_\_  
Village President

**REZONING PETITION**

**#ZP23-1**

**Busey Bank**

**700 West Champaign Ave**

PZ

TO: The Planning & Zoning Commission  
of the Village of Rantoul,  
Champaign County, Illinois

✓ok com 6/6/23

|                        |                 |
|------------------------|-----------------|
| Zoning Case Number:    | <u>2P23-1</u>   |
| Date of Filing:        | <u>6/6/2023</u> |
| [For Village Use Only] |                 |

**APPLICATION FOR ZONING CHANGE**

1. **APPLICANT(S)**. The name and address of applicant and interest in property:

NAME(S): Busey Bank

ADDRESS: 201 W. Main Street

Urbana, IL 61801

DAYTIME PHONE: 217-433-8203

E-MAIL ADDRESS: Sheri.Boberg@busey.com

Applicant's Interest in property: ( ) Owner (X) Contract Purchaser

( ) Other \_\_\_\_\_

The name and address of owner of record if different from the applicant:

NAME: GORDON FAMILY FARMS 136, LLC

ADDRESS: 1421 A COUNTY ROAD 2900 NORTH

RANTOUL, IL 61866-0000

DAYTIME PHONE: 217-819-4386

E-MAIL ADDRESS: jpark@meyercapel.com

2. **PROPERTY**. The address and legal description of the property for which the zoning change is sought, present zoning classification, and the proposed zoning classification requested by the applicant.

Common Address: 700 W. CHAMPAIGN AVE.

Legal Description (Attach additional sheet, if necessary):

Present Zoning Classification: R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT

Proposed Zoning Classification: C-2 GENERAL COMMERCIAL DISTRICT

3. **State briefly the reasons for requesting the zoning change and describe any construction or improvements that you contemplate if the change is granted.**

Applicant intends to develop a banking facility with drive through on the premises. Proposed site plan is attached.

4. **Site Plan.** Attach to this application a site plan, approximately to scale, of the property showing the lot lines, dimensions, the location of any existing structures and any other improvements to be constructed on the property, including parking and loading areas if any, and where the zoning change is sought. The Site Plan should be on paper no larger than 11" x 17". At least 10 copies of such site plan shall be submitted with this application.

5. **List of names and address of all adjacent property owners within 250 feet.** Submit a list that contains the common addresses, owner names and mailing addresses for all properties located within 250 feet of the subject property. (the width of any public street or alley should be excluded in determining such 250 foot requirement). You should be able to obtain this information through the Champaign County Supervisor of Assessments office via their website at <http://www.co.champaign.il.us/ccao/propsearch.php>.

6. **Filing Fee and Cost of Publication.** Attach the filing fee in the form of a check made payable to the Village of Rantoul in the amount of \$50.00. The costs of publishing any notices of the public hearing to be held in connection with this application must also be paid by the Applicant(s) in the form of a check made payable to the Village of Rantoul upon being billed by the Village of Rantoul for such costs.

7. **Authorization or Consent of Others Having Ownership Interests.** If the applicant(s) signing this application below do not include all persons or entities having a legal or equitable interest in the property, submit with this application the written authorization or consent of any such other persons or entities to make application for the zoning change requested.

Each of the undersigned, being first duly sworn do hereby state that each knows the contents of this application and the matters and things therein set forth, and that the same are true and correct to the best of the knowledge and belief of each of the undersigned.

DATED this 17<sup>th</sup> day of May, 2023.

Busey Bank

By: Sheri Boberg

Applicant Signature Sheri Boberg, Senior Vice President

\_\_\_\_\_  
Applicant Signature

Subscribed and sworn to before me this

17<sup>th</sup> day of May, 2023.

Magan L. Withers  
Notary Public



323-473

Exhibit A

[Legal Description]

The East Half of Lot 12 and all of Lots 13 and 14 of Murray's Subdivision, as per Plat recorded in Plat Book "M", at Page 39, in Champaign County, Illinois, EXCEPT that part of said Lots conveyed to the State of Illinois for highway purposes by Warranty Deed recorded in Book 845, at Page 375, as Document No. 759618.

P.I.N.: 20-09-03-102-021

**PROPERTY OWNERS WITHIN  
250 FEET OF OUTER BOUNDARIES  
OF PROPERTY**

- ✓✓ 1. Maruti Gagan Management  
PO Box 1645, Danville, IL 61834-1645  
PIN: 20-09-03-102-022
- ✓✓ 2. Apgar Investments LLC  
1240 E. County Rd. 1250N, Tuscola, IL 61953-7804  
PIN: 20-09-03-102-025
- ✓✓ 3. Gordon Family Farms 136, LLC c/o Stephen A. Gordon  
1421 A County Road 2900 North, Rantoul, IL 61866-0000  
PIN: 20-09-03-102-010, 20-09-03-102-023 & 20-09-03-102-024
- ✓✓ 4. Buddy Bells Land Holdings LLC c/o Nick Kallergis  
PO Box 379, Fontana, WI 53125-0000  
PIN: 20-09-03-152-001
- ✓✓ 5. Pagitt, Ronald W. and Alison M.  
625 W. Champaign Ave., Rantoul, IL 61866  
PIN: 20-09-03-152-019
- ✓✓ 6. Linders Limited LLC  
1605 S. State St., Suite 1A, Champaign, IL 61820-0000  
PIN: 20-09-03-151-004
- ✓✓ 7. Parr Financial Usps  
1300 SW 5<sup>th</sup> Ave., Ste. 2815, Portland, OR 97201-5619  
PIN: 20-09-03-151-018
- ✓✓ 8. Rantoul Hospitality Inc.  
207 S. Murray Rd., Rantoul, IL 61866-2100  
PIN: 20-09-03-101-002
- ✓✓ 9. Murray Trust c/o Joe Murray  
3061 County Road 1500 E, Rantoul, IL 61866-9775  
PIN: 20-09-03-101-003

May 15, 2023

Village of Rantoul  
333 South Tanner  
Rantoul, IL 61866

Re: Application for Zoning Change: 700 W. Champaign (PIN 20-09-03-102-021)

Ladies & Gentlemen:

Please be advised that Gordon Family Farms 136, LLC, the owner of the above referenced property, hereby consents to the Application for Zoning Change submitted by Busey Bank requesting the rezoning of such property from R-1 Single-Family Residential to C-2 General Commercial.

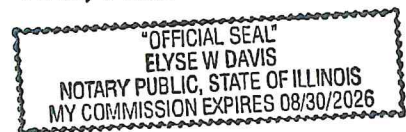
GORDON FAMILY FARMS 136, LLC,  
an Illinois limited liability company

By: *Maurice A. Gordon III*  
Maurice A. Gordon III, Manager

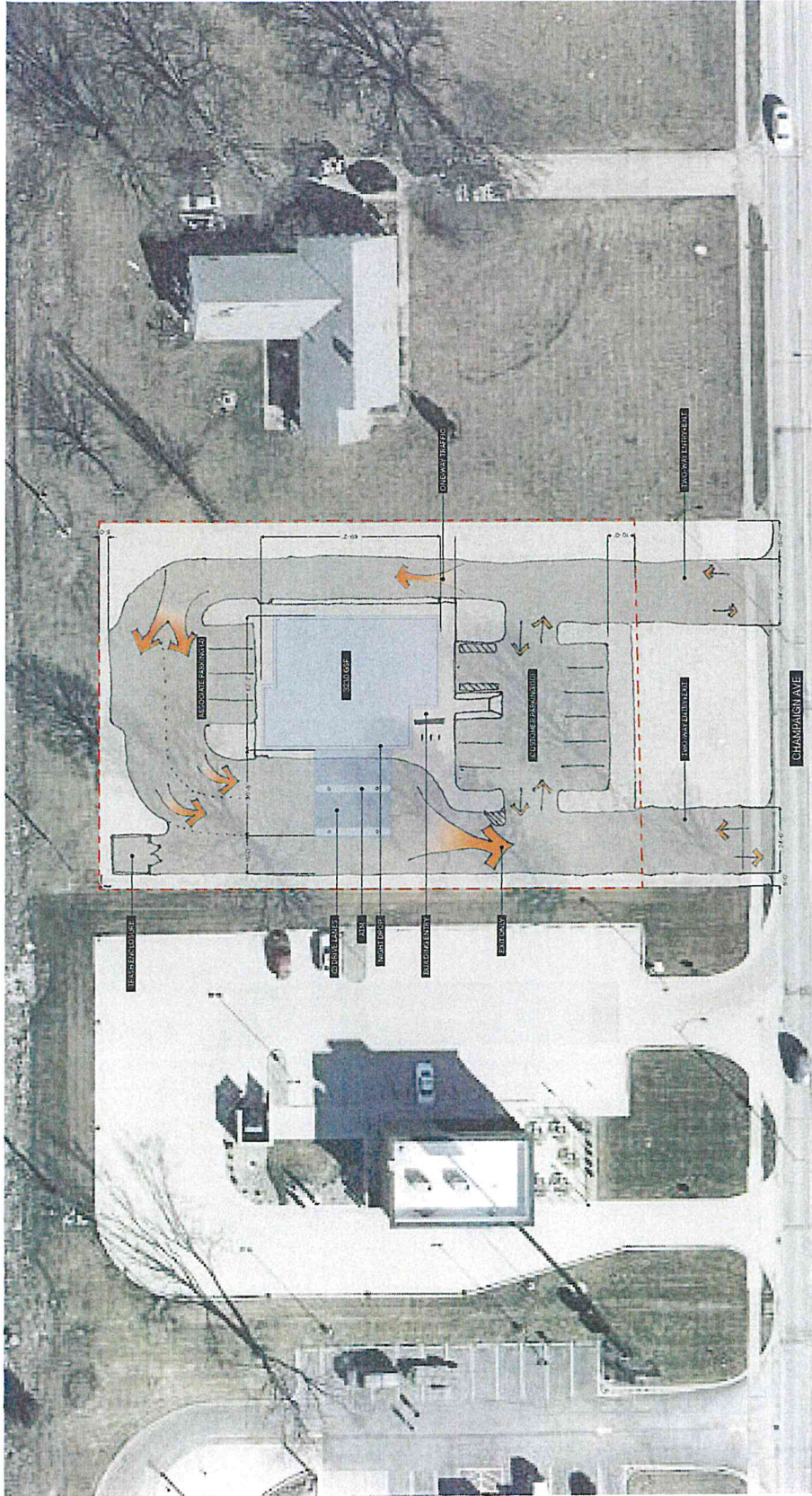
By: *Stephen A. Gordon*  
Stephen A. Gordon, Manager

Subscribed and acknowledged to before me this 22 day of May, 2023.

*Elyse W Davis*  
Notary Public



323-474



0 10 20 40

## PROPOSED SITE PLAN

BUSEY BANK / RANTOUL, IL BRANCH CONCEPT DESIGN



## **PLANNING & ZONING DIVISION PRELIMINARY STAFF REPORT**

PETITION: **ZP23-1**

DATE PREPARED: **7/3/2023**

---

### **A. IDENTIFYING INFORMATION**

**REQUEST:** The petitioner Busey Bank is requesting that the property commonly known as 700 West Champaign Ave. be rezoned from R-1 (Single Family Residential) to C-2 (General Commercial) to allow for the construction of a new banking facility at that location.

**DATE PETITION FILED:** 06/06/2023

**SITE DESCRIPTION:** The site is on the North side of West Champaign Ave. between Murray Rd. and East Ave. and is approximately 142 feet in width (East/West) and 230 feet deep (North/South). The property is approximately .75 acres in size. The property is currently vacant/undeveloped.

### **PROPOSED PHYSICAL IMPROVEMENTS, CHANGES AND/OR ADDITIONS**

**TO THE PROPERTY:** Construction of a new building for a banking facility.

### **EXISTING ZONING:**

|                   |                                              |
|-------------------|----------------------------------------------|
| SUBJECT PARCEL -  | R-1 (Single Family Residential)              |
| NORTH of PARCEL - | Outside of Village Limits (AG-County Zoning) |
| SOUTH of PARCEL - | C-2 (General Commercial)                     |
| EAST of PARCEL -  | R-1                                          |
| WEST of PARCEL -  | C-2                                          |

### **EXISTING LAND USE:**

|                   |                        |
|-------------------|------------------------|
| SUBJECT PARCEL -  | Vacant/undeveloped lot |
| NORTH of PARCEL - | Farmland               |
| SOUTH of PARCEL - | Commercial Restaurants |
| EAST of PARCEL -  | Vacant/undeveloped lot |
| WEST of PARCEL -  | Commercial Restaurants |

### **B. CONFORMITY WITH COMPREHENSIVE PLAN**

**FUTURE LAND USE MAP DESIGNATION:** Office/Hospitality –

The development and proposed use for this property would be consistent with the Comprehensive Plan. This zoning change is consistent with the Future Land Use Map and the uses allowed by the change would be consistent with the existing and planned development of the immediate area.

### **C. CONFORMITY WITH ZONING REGULATIONS**

**1. HAVE ALL HEIGHT, BULK AND SETBACK REQUIREMENTS BEEN MET?**

Yes

**2. HAVE PARKING SPACE REQUIREMENTS BEEN MET?**

YES

**3. HAVE MINIMUM LANDSCAPING AND BUFFERING STANDARDS BEEN MET?**

To be determined

**4. IS PROPOSED SIGNAGE IN COMPLIANCE WITH THE ORDINANCE?**

To be determined

**5. IS THE PRESENT USE A NON-CONFORMING USE?**

No

**6. IS EXISTING DEVELOPMENT IN THE GENERAL AREA CONTRARY TO THE ZONING ORDINANCE? (ie. non-conformities, variations, violations)**

No

### **D. IMPACT ON SURROUNDING NEIGHBORHOOD**

**PRESENT CHARACTER OF NEIGHBORHOOD:** The area to the West and South is primarily commercial in character with a number of different businesses while the development to the East is Residential in character and consists mostly of single family residences.

- |                                                                                                                                                               |            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>1. Has there been a considerable change in the land use pattern of the area in the past 10 years?</b>                                                      | <u>No</u>  |
| <b>2. Will change be contrary to the general welfare? (i.e. excessive noise or traffic)</b>                                                                   | <u>No</u>  |
| <b>3. Would the proposed change jeopardize public safety in the vicinity of the property? (i.e. dangerous traffic patterns)</b>                               | <u>No</u>  |
| <b>4. Would the change adversely influence living conditions in the vicinity due to any type of pollution?</b>                                                | <u>No</u>  |
| <b>5. May property values in the vicinity be adversely affected by change?</b>                                                                                | <u>No</u>  |
| <b>6. Will the proposed change create a conflict with existing neighboring uses?</b>                                                                          | <u>No</u>  |
| <b>7. Would change substantially alter the population density of the area and thereby harmfully increase the load on public facilities?</b>                   | <u>No</u>  |
| <b>8. Are there other sites in the neighborhood with this proposed use in existence?</b>                                                                      | <u>No</u>  |
| <b>9. Would the change result in significant private investment which would be beneficial to the redevelopment or revitalization of a deteriorating area?</b> | <u>N/A</u> |

## **E. IMPACT ON INFRASTRUCTURE AND SERVICES**

### **ANTICIPATED IMPACT TO EXISTING:**

**PUBLIC INFRASTRUCTURE** – The subject property is accessed via West Champaign Ave, which currently carries an average of 14,000 vehicles per day in this area. The proposed change and subsequent development is expected to generate an increase in vehicle trips per day, with an additional 250 to 300 vehicle trips per day expected.

**MUNICIPAL SERVICES** – No additional roadways or infrastructure would come under the jurisdiction of the Village or need to be maintained by the Village going forward.

**UTILITIES** – All connections would be made to existing utility infrastructure already in place.

## **F. UNANSWERED QUESTIONS**

1. Specific lighting/screening to be used for the site?
2. concerns of neighboring residents/property owners?
- 3.
- 4.

## **G. STAFF RECOMMENDATION**

Based on the information currently available, and without the benefit of additional information that may be presented at the public hearing, the Planning & Zoning Division recommends APPROVAL of this request to rezone the property commonly known as 700 West Champaign Ave from R-1 to C-2 General Commercial to allow for the construction of a bank facility at that location subject to the following conditions:

1. None.

The requested rezoning is generally consistent with the Future Land Use Map designation for the area, and it is anticipated that further land uses changes in the form of further commercial development will occur in the immediate vicinity in the future. The request is generally consistent with the goals and objectives of the Comprehensive Plan because it provides for development of the community in an area where services and utilities are already in place.

According to the Zoning Ordinance, the C-2 Zoning District is “intended to provide a variety of commercial uses meeting the general shopping, service, and business needs of the Village and wider geographic area”. Rezoning of the site to C-2 would be consistent with the zoning ordinances stated purposes because the property would be developed with a commercial use that would serve not only the Village but the entire area.

The requested rezoning will meet the LaSalle Case Criteria. Specifically, the proposed zone would be compatible with existing land uses and other zoning designations in the vicinity. The proposed zone would preserve and enhance the property value of the site by allowing for improved development opportunities for the lot to be made. The proposed zone would help to promote the general welfare of the public by providing contiguous development for the community. Finally, under its current zoning designation, the site has sat vacant/undeveloped for a number of years now.

The petitioner has been made aware of the Village’s development codes and standards that would be applicable to the development of this site if this request is approved. The conceptual site plan included represents only the preliminary development plan. A final site plan will need to be reviewed and approved administratively in order for the development of the site to proceed.

Precedents: The rezoning of the lot directly adjacent on the West side was approved in 2016, with commercial development now occupying that site.

Staff has received no correspondence from neighboring property owners concerning this request.

#### **H. PRELIMINARY FINDINGS OF FACT**

- 1. The proposed amendment IS consistent with the goals, objectives and policies of the Village's Comprehensive Plan and IS in general conformity with the designations delineated on the Future Land Use Map.**
- 2. The proposed amendment IS consistent with the spirit, purpose and intent of the Zoning Ordinance.**
- 3. The development allowed by the proposed amendment WILL be compatible with existing uses and existing zoning classifications of property within the general area.**
- 4. The proposed amendment WILL NOT constitute an entering wedge and DOES NOT create an isolated, unrelated zoning district.**
- 5. The development allowed by the proposed amendment WILL preserve the essential character of the neighborhood in which it is located.**
- 6. The land use pattern of the area HAS NOT changed since the present zoning was applied to the subject property.**
- 7. The proposed amendment WILL NOT adversely affect the health, safety or welfare of the public.**
- 8. The proposed amendment WILL NOT adversely influence living conditions in the immediate vicinity.**
- 9. The development allowed by the proposed amendment WILL NOT be injurious to the use and enjoyment of adjacent properties.**
- 10. The proposed amendment WILL NOT adversely impact existing traffic patterns.**
- 11. The proposed amendment DOES appear to meet the LaSalle Case criteria.**

# 700 West Champaign Ave

Aerial Acquired - Spring 2020

0 50 100 200 Feet

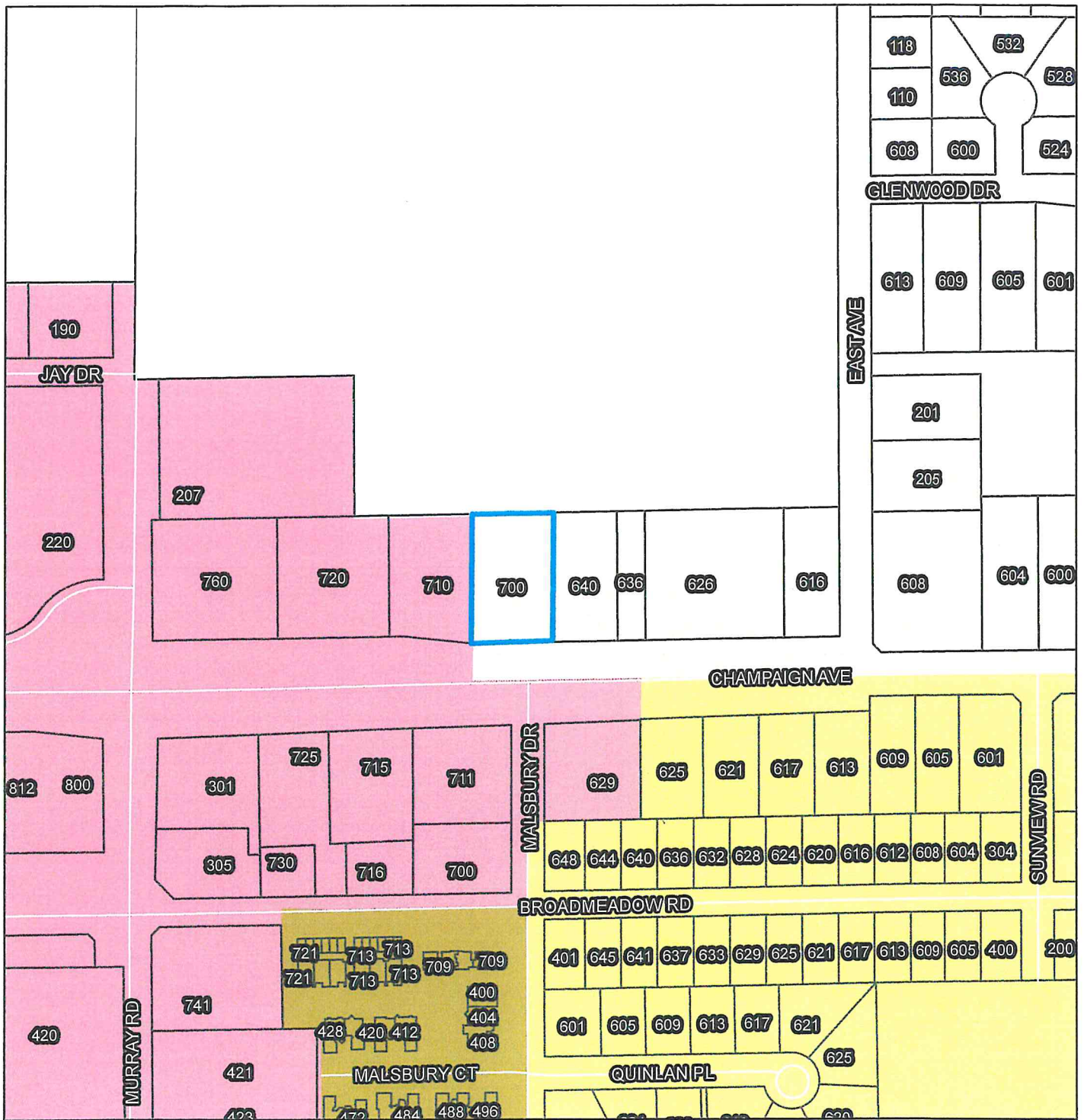


## Legend

 Subject Property



1 inch = 200 feet



 Subject Property

**Zoning Code**

 C-2 General Commercial

 R-1 Single Fam. Residential

 R-2 Single Fam. Residential

 R-4 Multifamily Residential

*Village of Rantoul*

**Official Zoning**

**700 W Champaign Ave**

**Area**



0 50 100 200 Feet



July 3, 2023



333 S. Tanner Street  
Rantoul, IL 61866

Phone 217.892.6800  
Fax 217.892.5501

June 26, 2023

Owner  
In care of  
Address  
City, ST ZIP

**Re: Notice of Public Hearing on Application for a Change in Zoning Classification at 700 West Champaign Ave, Rantoul, IL**

TO WHOM IT MAY CONCERN:

This is to notify you that a Meeting of the Rantoul Planning and Zoning Commission will be held:

DATE: Thursday, July 13, 2023  
TIME: 6:00 p.m.  
PLACE: Board Room, Village of Rantoul Municipal Building  
333 S. Tanner Street, Rantoul, IL

This meeting is being held regarding a request for a rezoning from R-1 (Single Family Residential) to C-2 (General Commercial) at 700 West Champaign Avenue. This change is being requested to allow for the construction of a bank facility at that location. The contract purchaser, Busey Bank is the petitioner.

This letter is sent to property owners within 250 feet of the subject property for your information. You are welcome to attend this meeting to voice your opinions. If you are unable to attend the meeting, please do not hesitate to call with your comments or concerns (217) 892-6822.

Thank you,

*Christopher Milliken*

Christopher Milliken  
Zoning Administrator  
Village of Rantoul



333 S. Tanner Street  
Rantoul, IL 61866

Phone 217.892.6800  
Fax 217.892.5501

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## MEMORANDUM

TO: Mike Seghetti  
Elias, Meginnes & Seghetti, P. C.  
416 Main Street, Suite 1400  
Peoria, IL 61602

FROM: Christopher Milliken

DATE: 6/27/2023

SUBJECT: Rantoul Planning & Zoning Commission Meeting

Please be advised that your request for a change of zoning at 700 West Champaign Avenue will be heard at the Planning and Zoning Commission meeting on **Thursday, July 13, 2023 at 6:00 p.m.** in the Board Room of the Village of Rantoul Municipal Building at 333 S. Tanner Street, Rantoul, IL. Please plan to attend. If you cannot attend please send another representative with thorough knowledge of the request to speak on your behalf.

If you should have any questions regarding this matter, please contact my office at (217) 892-6822.

Thank you,

*Christopher Milliken*

Christopher Milliken  
Zoning Administrator  
Village of Rantoul

**NOTICE OF PUBLIC HEARING ON REQUESTED CHANGE  
TO THE OFFICIAL ZONING MAP OF THE VILLAGE OF RANTOUL**

A public hearing before the Planning and Zoning Commission of the Village of Rantoul, Champaign County, Illinois (the “**Planning and Zoning Commission**”), will be held on Thursday, July 13, 2023 at 6:00 p.m. in the Boardroom of the Village of Rantoul Municipal Building, 333 S. Tanner Street, Rantoul, Illinois, to consider the following:

Request made by Busey Bank, as contract purchaser, for a change in zoning classification from the R-1 Single Family Residential District to the C-2 General Commercial District for the parcel of real estate generally located at 700 West Champaign Ave., Rantoul, Illinois, more particularly described as follows:

The East half of Lot 12 and all of Lots 13 and 14 of Murray’s Subdivision, as per Plat recorded in Plat Book “M”, at Page 39, in Champaign County, Illinois, EXCEPT that part of said lots conveyed to the State of Illinois for highway purposes by Warranty Deed recorded in Book 845, at Page 375, as Document No. 759618. (PIN:20-09-03-102-021)

Such public hearing may be adjourned or continued from time to time to another date and time without further notice.

A copy of such request for the change in zoning classification is available for public inspection and examination by any interested person at the Office of the Recording Secretary of the Planning and Zoning Commission in of the Village of Rantoul Municipal Building, 333 S. Tanner Street, Rantoul, Illinois.

Any person wishing to appear at such public hearing and be heard may do so in person or by attorney or other representative. Communications in writing in relation to such request for the change in zoning classification may also be filed with the Planning and Zoning Commission at the office of its Recording Secretary or at such public hearing at any time prior to the time that such public hearing is finally adjourned.

PLANNING AND ZONING COMMISSION OF  
THE VILLAGE OF RANTOUL, ILLINOIS

By: /s/Allen Jones

Chairman

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**NOTE TO THE NEWS GAZETTE:**

This notice is to be published one time on Wednesday, June 28, 2023 in the legal notice section of the newspaper. Please send two (2) publication certificates and your invoice to Chris Milliken, Village of Rantoul Municipal Building, 333 S. Tanner Street, Rantoul, Illinois 61866.

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                                     |                                   |
|---------------------------------------------------------------------|-----------------------------------|
| ITEM: Presentation of Results from the Community Development Survey | DEPARTMENT: Community Development |
| DATE: August 1, 2023                                                | AMOUNT:                           |
| ATTACHMENTS:                                                        | ADMINISTRATIVE NOTES:             |
| SUMMARY HIGHLIGHTS:                                                 |                                   |
| RECOMMENDED ACTION:                                                 |                                   |
| DEPARTMENT HEAD APPROVAL                                            | VILLAGE ADMINISTRATOR             |

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                                                                                                                                       |                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| ITEM: Ordinance Approving a New Sales Agreement for the Purchase of Natural Gas with the Illinois Public Energy Agency (IPEA)                                         | DEPARTMENT: Public Works |
| DATE: August 1, 2023                                                                                                                                                  | AMOUNT: N/A              |
| ATTACHMENTS:<br><br>1. IPEA New Natural Gas Sales Agreement<br>2. 2023 Member Addendum B-1<br>3. IPEA New Natural Gas Ordinance<br>4. IPEA Contract Discussion Points | ADMINISTRATIVE NOTES:    |

**SUMMARY HIGHLIGHTS:**

This Agenda Item provides for a New Natural Gas All-Requirements Agreement through March 31, 2029, between the Village of Rantoul and the Illinois Public Energy Agency (IPEA) to purchase natural gas. The new Sales Agreement is backed by the recently secured extension to the supply agreement IPEA made with its current gas supplier Constellation Energy and the 5-year pricing options. The relationship between IPEA and the Village of Rantoul for natural gas supply has been a long and successful one since 2005. The current agreement was entered into in 2012 for a delivery period that started in 2013, which was extended through March 31, 2024, by amendment. It seems appropriate that the parties enter a new Sales Agreement now. The new Sales Agreement will coincide with your commitment to the IPEA to purchase gas at favorable rates, and it will act to extend the commitment to March 31, 2029.

The changes from the current IPEA / Rantoul contract include the following:

- The term of the contract extends to March 31, 2029, and will coincide with the term of the IPEA/IMEA Management Service Agreement.
- No change in the IPEA fees
- Identifies the volumes of natural gas anticipated for the Rantoul customer base
- No change in the base period of payment requirements (7 days)

The Village is an active and involved member of the IPEA (municipal joint-action agency

for natural gas and similar in function to the IMEA) and has an excellent working relationship with the member communities and Constellation, so there are no concerns with extending this working relationship.

**RECOMMENDED ACTION:** Authorize the approval of a New Natural Gas All-Requirements Agreement through March 31, 2029 between the Village of Rantoul and the Illinois Public Energy Agency (IPEA) to purchase natural gas.

**DEPARTMENT HEAD APPROVAL**  
Jacob D. McCoy, P.E.

**VILLAGE ADMINISTRATOR**  
Scott Eisenhauer

# ILLINOIS PUBLIC ENERGY AGENCY

## NATURAL GAS ALL-REQUIREMENTS SALES AGREEMENT

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Illinois Public Energy Agency, a municipal gas agency organized and existing pursuant to the Illinois Joint Municipal Natural Gas Act ("IPEA"), and the Village of Rantoul, a Municipal Corporation ("Member"), who agree as follows:

### 1. PURCHASE AND SALE

- 1.1. IPEA warrants that it has full legal authority to sell natural gas to its members and eligible utilities, as defined in the Illinois Joint Municipal Natural Gas Act ("Act"). Member warrants that it is a Municipal Corporation lawfully organized under the laws of the State of Illinois and that it is a municipality within the meaning of that term as defined in the Act.
- 1.2. IPEA shall sell and provide all natural gas to Member to meet the full requirements of Member's municipal natural gas utility and distribution system up to Member's Maximum Daily Quantity ("MDQ") as set forth in Schedule A, which is attached hereto and incorporated herein. If Member's natural gas requirements exceed its MDQ on any day, IPEA will cause its underlying supplier to take steps to obtain such additional pipeline capacity and gas supply on a commercially reasonable basis.
- 1.3. Member shall purchase and take all of the natural gas required to meet the full requirements of Member's municipal natural gas utility and distribution system exclusively from IPEA during the term of this Agreement.
- 1.4. Natural gas purchased hereunder shall be delivered to and accepted by Member at one or more Receipt/Delivery Points as set forth on Schedule A.
- 1.5. Member's MDQ may be changed during the term of this Agreement upon mutual agreement of the parties, subject to approval by the applicable pipeline company.
- 1.6. Unless stated otherwise on Schedule A, Member controls the rights to the transportation capacity between the Receipt Point and its distribution system by virtue of one or more contracts with one or more pipeline companies. Member is responsible for all such transportation, storage, and delivery contracts with pipeline companies or other transport provider. IPEA or its underlying supplier, acting as limited agent for Member will undertake all arrangements for the transportation and storage of gas to Member, including nominations, scheduling, and balancing. To the extent IPEA includes charges for such transportation, storage or related delivery charges on its invoices to Member, IPEA does so solely as a collection agent to facilitate payment of the underlying natural gas supplier or pipeline company.

- 1.7. A forecast of Member's natural gas requirements for each month of the calendar year is set forth in Schedule A.
- 1.8. IPEA will make arrangements with its natural gas supplier to offer the opportunity to participate in hedging activities, such as locking in fixed price volumes.
- 1.9. Member acknowledges that IPEA's underlying supplier may require it to execute an agreement, addendum, and/or guaranty, and Member hereby agrees to execute such documents if and to the extent that the terms thereof are commercially reasonable at the time based on industry practice and the state of the natural gas market.

## 2. TERM OF AGREEMENT

- 2.1. The initial term of this Agreement shall run from April 1, 2024, through March 31, 2029. This Agreement shall automatically continue in force thereafter for consecutive one-year terms from year to year until terminated by either party giving to the other not less than one hundred and eighty (180) days' prior written notice of its desire to terminate at the end of the initial term or any subsequent term. In the event IPEA has entered into a commitment with its underlying natural gas supplier or another third-party supplier for the supply of natural gas to Member that extends beyond the then-current term of this Agreement, Member shall remain responsible for costs incurred by IPEA with respect thereto to the extent that such commitment was undertaken specifically for Member's benefit and cannot be terminated or reasonably mitigated by IPEA; provided, however, that IPEA shall not enter into any such commitments without Member's prior knowledge and consent.

## 3. CHARGES FOR NATURAL GAS

- 3.1. Member shall pay to IPEA an administrative fee of four and one-half cents per dekatherm (\$0.045/Dth) for all natural gas purchased for the account of Member plus the costs billed to IPEA for or in connection with such natural gas (which costs may include fixed price purchases made for Member, and any charges incurred at Member's request in connection with a provider of gas purchasing strategies and related service, but which costs shall not include, reflect or be reduced for any discounts to index or other discounts realized by IPEA as a result of its commitment to purchase prepaid natural gas under an arrangement involving the issuance of tax-exempt bonds or a similar prepay arrangement), plus all costs of transportation (including any storage, scheduling, balancing, or other transportation-related charges) billed to and paid or to be paid by IPEA. The IPEA's administrative fee shall be reviewed annually by IPEA and may be modified if determined necessary and appropriate by its Board of Directors. Member may contest the costs billed to IPEA for or in connection with the natural gas purchased for Member's account to the extent that such cost resulted from the gross negligence of IPEA in purchasing gas for Member on matters solely within IPEA's control.

#### 4. DELIVERIES

- 4.1. Deliveries of natural gas to Member may commence as soon as all required transportation, storage, and delivery agreements are in place to the Receipt/Delivery Points. The gas provided hereunder shall be pipeline quality natural gas.

#### 5. BILLINGS AND PAYMENTS

- 5.1. Member will be required to accept and to pay IPEA for the natural gas purchased for the account of Member as set forth in Section 3 above.
- 5.2. IPEA shall furnish an invoice to Member on or before the 12th day of each month stating the total charges for gas sold (including other charges from IPEA's supplier) during the preceding calendar month. Member shall make payment to IPEA within seven (7) calendar days of the date of IPEA's billing. Payment received by IPEA after seven (7) calendar days of the date of IPEA's billing will be deemed late, entitling IPEA to interest.
- 5.3. Late payments will incur an added charge in the form of interest which shall accrue at the per annum rate of two (2) percentage points above the prime rate reported in the financial section of the Wall Street Journal on the date that the payment became past due. If Member does not make timely payment, Member shall be responsible for paying for collection costs and reasonable attorney fees incurred by IPEA in its efforts to collect delinquent payments.
- 5.4. If failure to pay shall continue for twenty (20) days beyond the due date or such shorter period as imposed on IPEA by its natural gas supplier, IPEA may, upon notice, in addition to any other remedies available, suspend further deliveries to Member until all amounts due are paid.
- 5.5. If either Party discovers that the amount billed in any invoice or payment rendered under this Agreement is incorrect, such inaccuracy shall be adjusted within thirty (30) calendar days of its discovery. Corrections to billing, if any, will be reflected in the next billing rendered after the need for correction is discovered. Payment (or credit) for corrected billings will be made or reflected in the next due payment. No adjustments shall be made for any inaccuracy not claimed within eighteen (18) months after the original billing date of any bill.
- 5.6. Upon the termination of this Agreement, Member agrees to timely pay IPEA for any costs incurred by IPEA for gas purchased, transportation, storage, or any other charges for the account of Member that have not yet been billed to Member.
- 5.7. IPEA agrees to maintain records of all natural gas purchased for the account of Member and costs relating thereto, which records will be available for inspection by Member

upon reasonable notice during the term of this Agreement and for not less than two (2) years thereafter.

## 6. TITLE TO NATURAL GAS

- 6.1. Title to natural gas sold pursuant to this Agreement will pass to Member at the first point in the supply path where gas is transported on transportation capacity owned by Member. IPEA warrants that the natural gas sold hereunder will be free and clear from any liens and encumbrances.

## 7. FORCE MAJEURE

- 7.1. The term "*Force Majeure*" shall mean but is not limited to, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, acts of terrorism, wars, blockades, insurrections, riots, epidemics, landslides, tornados, hurricanes, lightning, earthquakes, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage of, or accident to, machinery or lines of pipe, partial or entire failure of wells, curtailment of interruptible or firm transportation, and any other like causes not within the control of the party claiming suspension. Any binding order of a court, including a bankruptcy court, which compels Member to honor the terms and conditions of any other contract or agreement for gas supply in lieu of or in addition to this Agreement does not constitute *Force Majeure* under this Agreement regardless of the economic feasibility of this Agreement.
- 7.2. In the event either party is rendered unable, wholly or in part, by *Force Majeure* to carry out its obligations under this Agreement, it is agreed that the obligations of such party, other than the obligation to make payments when due, so far as they are affected by such *Force Majeure*, shall be suspended during the continuation of any inabilities so caused, but for no longer period than the current Force Majeure is in effect, and such cause shall as far as possible be remedied with all reasonable dispatch; provided, however, that no party shall be required against its will to adjust any labor dispute. It is agreed that the party claiming *Force Majeure* shall give notice by telephone as soon as possible, with full particulars of such *Force Majeure* event to be delivered in writing within twenty-four (24) hours after initial notice, telecopied or e-mailed to the other party. Notice of *Force Majeure* must be sent reasonably promptly without regard to standard business hours to each of the representatives for Member or IPEA.

## 8. MISCELLANEOUS

- 8.1. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective heirs, representatives, successors, and assigns of Member and IPEA. This Agreement, its schedules, and the addenda and guaranties required by IPEA's underlying supplier as set forth in Section 1.9 constitute the entire understanding of Member and IPEA with respect to the subject matter hereof and supersede, replace, and cancel any and all previous or similar Agreements between the parties hereto covering the same subject and time periods.

- 8.2. This Agreement is expressly made subject to all present and future valid rules, orders, or regulations of duly constituted governmental authorities having jurisdiction over the subject matter hereof.
- 8.3. The failure by either party hereto to act in the event of default shall not constitute a waiver of the right to so act unless otherwise provided herein.
- 8.4. This Agreement shall be governed by the laws of the State of Illinois, without reference to the conflicts of law principals thereof, and venue for the purpose of resolving all disputes hereunder or related hereto shall be Sangamon County, Illinois.
- 8.5. This Agreement shall constitute the entire agreement between the parties with regard to the subject matter herein. No modifications of the terms and provisions of this Agreement shall be or become effective except by the execution of a supplementary written agreement.
- 8.6. If any action or suit is brought with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs from the other.

IN WITNESS WHEREOF, the Illinois Public Energy Agency and the Village of Rantoul have caused their duly authorized representatives to execute this Agreement as of the date written below.

ILLINOIS PUBLIC ENERGY AGENCY

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

Attested By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_

VILLAGE OF RANTOUL

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

Attested By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_

## SCHEDULE A

### ILLINOIS PUBLIC ENERGY AGENCY

MEMBER/PURCHASER: Village of Rantoul, Illinois

1. Applicability. These service specifications are applicable to the Natural Gas All-Requirements Sales Agreement dated as of \_\_\_\_\_, 20\_\_\_\_ covering the supply and delivery of natural gas by the Illinois Public Energy Agency ("IPEA" or "Agency") to Member set forth above.
2. Pipeline/Transportation Contract(s). Member controls the rights to the transportation capacity between the Receipt Point and its distribution system and, if applicable, to storage capacity by virtue of one or more contracts with one or more pipeline companies, or has arrangements in place to move gas across the distribution system and, if applicable, use storage capacity of another natural gas utility with which its system is interconnected as follows:

Transportation and Storage Agreement(s) between the Village of Rantoul and NICOR.

Member shall designate IPEA or its underlying gas supplier, from time to time, as agent for Member under its natural gas transportation contracts or storage contracts and for the day-to-day management of natural gas deliveries for Member. IPEA or its underlying gas supplier shall act as agent for all functions related to Member's natural gas needs with its pipeline transporters, including specifically making and changing on behalf of Member all nominations for daily deliveries to and from Receipt Point(s) and Delivery Point(s) under its transportation agreement(s).

3. Receipt/Delivery Point(s). Natural gas purchased under the Natural Gas All-Requirements Sales Agreement shall be delivered to and accepted by Member at the following Receipt/Delivery Point(s): Title to the gas transfers at the first point in the supply path where gas is transported on transportation capacity owned by Member.

Receipt Point(s): NICOR distribution facilities as set forth in Member's Transportation and Storage Contracts.

Delivery Point(s): Rantoul city gate facility locations – A/C 7-23-01-9511 located at ES Leonard Ave. IN and A/C 7-25-02-9560 located at WS 1800E, Rantoul, Illinois as set forth in Member's Transportation and Storage Contracts.

4. Maximum Daily Quantity ("MDQ"). Member's MDQ under its Transportation Contracts is set by NICOR. Member shall notify IPEA of any changes to the MDQ by NICOR. The MDQ represents Member's anticipated maximum daily natural gas use requirements at the time of preparation of this Schedule.

5. Forecast by Month. The following reflects the forecasted calendar year annual volumes in Dth/month for Member:

|     |        |     |        |
|-----|--------|-----|--------|
| Jan | 34,104 | Jul | 3,564  |
| Feb | 32,241 | Aug | 3,496  |
| Mar | 19,813 | Sep | 3,980  |
| Apr | 12,362 | Oct | 9,473  |
| May | 6,704  | Nov | 20,570 |
| Jun | 3,963  | Dec | 25,841 |

## 2023 MEMBER ADDENDUM B-1 – VILLAGE OF RANTOUL, ILLINOIS

This 2023 Member Addendum is entered into by the Illinois Public Energy Agency (“IPEA” or “Buyer”), Constellation NewEnergy – Gas Division, LLC (“Seller” or “Constellation”) and the Village of Rantoul, Illinois (“Member” or “Rantoul”).

### RECITALS

WHEREAS, Buyer and Seller entered into an IPEA Gas Sales Management and Agency Fourth Master Agreement for the sale and purchase of natural gas effective April 1, 2018, as amended effective April 1, 2023 (“Fourth Master Agreement”), whereby Seller shall supply gas to Buyer for use for and on behalf of its Members; and

WHEREAS, Member is in good standing with the IPEA and desires to meet all of its natural gas needs through the IPEA.

NOW THEREFORE, Member, Buyer and Seller agree as follows:

1. **Master Agreement:** Member agrees to abide by, conform with and perform all of the terms and conditions of the Fourth Master Agreement, which are applicable to gas sales and purchases inuring to the benefit of Member. Member acknowledges that it has received and reviewed a copy of the Fourth Master Agreement.
2. **Services:** During the term of the Fourth Master Agreement, the Maximum Daily Quantity (“MDQ”) Seller is obligated to sell and deliver on a Firm basis, and Buyer is entitled to purchase and receive for and on behalf of Member at the Delivery Point below is set by Northern Illinois Gas Company, d/b/a Nicor Gas Company (“NICOR”). Subject to the scheduling provisions provided in Section 6 of the Fourth Master Agreement, Buyer shall be entitled to purchase any volume up to the MDQ. The MDQ represents Member’s anticipated maximum daily natural gas use requirements at the time of preparation of this 2023 Addendum. The MDQ may be changed with the mutual agreement of Buyer and Seller in consultation with Member. Seller shall use commercially reasonable efforts to supply at a mutually agreed price any volumes above the MDQ that are timely requested by Buyer.

In the event that the IPEA enters into a “Prepay” arrangement, Buyer, Seller and Member will negotiate in good faith to amend this 2023 Member Addendum to address the Prepaid Gas volumes.

3. **Term:** This 2023 Member Addendum shall become effective on April 1, 2023, and shall continue through March 31, 2028, but in no event later than the end of the term of the then-current Natural Gas All-Requirements Sales Agreement between Buyer and Member. In the event that the termination is prior to the expiration of any Index or Fixed pricing currently in place Seller will liquidate all forward transactions and determine an early termination payment.

4. **Receipt/Delivery Points:**

- a. **Receipt Point(s):** NICOR distribution facilities provided in Section 6d below; provided however, the Receipt Point(s) may change and/or additional Receipt Point(s) may be added or removed during the term of the Member Addendum if the Member makes changes with respect to its transportation and/or storage contracts identified in Section 6d below. This Member Addendum shall be amended to reflect any such change.
  - b. **Delivery Point(s):** Rantoul city gate facility locations – A/C 7-23-01-9511 located at ES Lenard Ave. 1N and A/C 7-25-02-9560 located at WS 1800E, Rantoul, IL referenced in Member's transportation agreements cited in Section 6d below. Pursuant to the Fourth Master Agreement and as previously agreed to by the parties, title to the gas transfers at the first point in the supply path where gas is transported on transportation capacity owned by Member, which shall be the point at which title shall pass from Seller to Buyer and then from Buyer to Member. Seller, as Member's agent, shall arrange for Member's transportation to the NICOR city gate delivery point(s). In the event Member has no transportation capacity title shall pass from Seller to Buyer and then from Buyer to Member at the NICOR city gate Delivery Point(s).
5. **Volume:** Seller will manage 100% of the Member's individual requirements including storage activities, if any. Annual usage is estimated at 176,112 MMBtu as provided in Section 7 below.
6. **Price:** Buyer shall pay the following prices for natural gas volumes delivered to the Delivery Point(s) referenced in Section 4 above. If the Receipt Point(s) in Section 4a are changed as provided therein, the price(s) set forth below will be adjusted to reflect the appropriate Index for any new Receipt Point, if the price(s) are based on an Index, and the appropriate basis and positive or negative margin will also be adjusted so that the Member enjoys the cost savings resulting from the change of Receipt Point(s) and Seller makes proportionately the same margin as if the Receipt Point(s) had not changed. This Member Addendum shall be amended to reflect the changed or additional Receipt Point(s) and such price(s).
- a. **Scheduled Daily Baseload Quantities:** At least five (5) Business Days prior to the first Business Day of the following month, Buyer, in consultation with Member, shall notify Seller in writing of the first of the month Scheduled Daily Baseload Quantity ("SDBQ") that Buyer, on behalf of Member requires for the next month. Absent such notification or mutual agreement to the contrary, the SDBQ shall be the monthly forecasted volumes provided in Section 7 below. For gas deliveries to be effective for the first of the month at the Receipt Point(s) of Member's Transportation Agreement(s) referenced in Section 6d below, the natural gas commodity shall be priced at the Index. Index is defined as the price reported in Natural Gas Intelligence, Weekly Gas Price under "Spot Gas Price, Bid Week, Midwest" for deliveries to Chicago City Gate plus

the Market-Based Adjustment of \$0.000 per MMBtu a margin of \$0.0400 per MMBtu, or in accordance with the provisions of Section 6g.

Member is in the Seller's Nicor pool and Member's storage capacity contributes to the balancing of the pool as a whole. Seller will conduct an annual storage valuation which will be completed in March of each year for the forward summer/winter spread. The NYMEX summer/winter spread will be analyzed to determine what value to place on the Member's storage capacity. This value shall be provided to Member in the form of a discount to the price for the Scheduled Daily Baseload Quantities set forth in this Section 6(a) for the subsequent April through March term.

- b. **Excess Gas:** For gas deliveries to be effective in excess of the SDBQ nominated after the first of the month at the Receipt Point(s) of Member's Transportation Agreement(s) referenced in Section 6d below, the natural gas commodity shall be priced at the Midpoint reported in **Platt's Gas Daily** in the table "Daily Price Survey", for "Chicago City Gate" ("GDD Index") minus a Market Based Adjustment of \$0.0100 per MMBtu plus a \$0.0400 margin per MMBtu, or in accordance with the provisions of Section 6g.
- c. **Undertakes:** For gas deliveries to be effective below the SDBQ nominated after the first of the month at the Receipt Point(s) of Member's Transportation Agreement(s) referenced in Section 6d below, the natural gas commodity shall be priced at the Midpoint reported in **Platt's Gas Daily** in the table "Daily Price Survey", for "Chicago City Gate" ("GDD Index") plus a Market Based Adjustment of \$0.0100 per MMBtu minus a \$0.0400 margin per MMBtu, or in accordance with the provisions of Section 6g.
- d. **NICOR Demand, Volumetric and Retainage Charges:** Member shall pay the demand charges, if any, under its NICOR Agreements, or any successor, replacement or additional transportation agreements that become effective during the term of this Member Addendum, including transportation and storage demand, transportation and storage commodity and accumulated fuel retainage between the receipt point(s) and the delivery point(s) contained on the Transportation and Storage Agreement(s) to Buyer and Buyer shall reimburse Seller for 100% of these charges to the extent initially paid by Seller. In addition to the demand charges under the Agreements, Buyer shall remain solely responsible for all commodity charges applicable to city gate deliveries, including but not limited to, (i) new and existing taxes, (ii) surcharges, (iii) usage and volumetric fees applicable to gas transported on Buyer's behalf and priced pursuant to Sections 6a, 6b and 6c, (iv) other charges as applicable and (v) all physical, legal and other liabilities as may apply. Volumes purchased or sold pursuant to Sections 6a, 6b and 6c shall be adjusted to account for the accumulated retainage on NICOR between the applicable Receipt Point(s) and the Delivery Point, as applicable.
- e. **NICOR Storage:** Constellation will manage Member's NICOR storage. Seller agrees to reimburse Buyer for any penalties imposed on Buyer by NICOR due to actions on the part of Seller. Penalties shall be defined as costs charged by NICOR for (i) unauthorized use and (ii) excess storage charges.

- f. **Prepaid Gas Volume Charges:** In the event the IPEA enters into a "Prepay" arrangement, Constellation will charge Member an administrative fee in an amount to be mutually agreed upon by the Parties for Constellation's administrative services of the Prepaid Gas.
- g. **Pricing Options:** While this Member Addendum has a term as set forth in Section 3, the Parties agree that the Member shall have the option to lock in Index Pricing or Cost Pricing for periods less than the full term. Such price locks may be for a minimum period of 12 months at a time. Member has elected Index Pricing for the period April 1, 2023, through March 31, 2028 ("Initial Pricing Term") and pricing will be as defined in 6a, 6b, and 6c above.

Sixty days prior to the end of the Initial Pricing Term, and any subsequent time period elected under the pricing options to be provided below, Seller shall provide Buyer and Member with pricing options for the remainder of the term of this Member Addendum in accordance herewith. Seller shall offer pricing for either:

- (i) Index based pricing ("Index Pricing"). Index pricing would be comprised of: (1) the commodity price on the appropriate index associated with the Member's/Eligible Utility's Receipt Point(s), (2) charges associated with delivering gas from the pooling point, or other point of purchase, to the Member's/Eligible Utility's Receipt Point(s) ("Field Zone Charges"), if any, (3) the Market-Based Adjustment, if any, and (4) a \$0.04/MMBtu margin as consideration for Seller's services under the Fourth Master Agreement. The "Market-Based Adjustment" would include Seller's good faith estimate of the amount above or below the flat index price that the commodity is trading for the applicable receipt point, if any, and of the value to Seller of Member's storage rights, if any. The pricing for first-of-the-month (otherwise referred to in the Addendum Bs as Scheduled Baseload Quantities) shall be determined using the appropriate monthly Index such as Platt's Inside FERC Gas Market Report. Intra month buys/sells (otherwise referred to in the Addendum Bs as Excess Gas and Undertakes) shall be determined using the appropriate daily Index price such as Platt's Gas Daily; or
- (ii) Cost based pricing ("Cost Pricing") would be Seller's actual costs of natural gas based on the weighted average cost of all gas purchased for the applicable type of purchases, such as Scheduled Daily Baseload Quantities, Excess Gas or Undertakes, for all of Seller's customers on the applicable pipeline/location, not just purchases for Buyer's Members/Eligible Utilities plus a \$0.04/MMBtu margin.

At the conclusion of any locked in pricing period, the Parties will work together to agree to a new price at least one month prior to the expiration of any existing lock. This Member Addendum shall be amended as necessary to reflect such price(s). If the locked in pricing period expires without an agreement on future pricing, deliveries hereunder shall be priced at Cost Pricing on a month-to-month basis until agreement on future pricing is reached.

7. **Forecasted Annual Volumes:** The following reflects the forecasted calendar year annual volumes in MMBtu/month, anticipated usage, including storage activities, if any, for Rantoul:

|          |        |           |        |
|----------|--------|-----------|--------|
| January  | 34,104 | July      | 3,564  |
| February | 32,241 | August    | 3,496  |
| March    | 19,813 | September | 3,980  |
| April    | 12,362 | October   | 9,473  |
| May      | 6,704  | November  | 20,570 |
| June     | 3,963  | December  | 25,841 |

8. **Guaranty:** Member agrees to execute a Guaranty, in the form attached hereto as Exhibit "B", prior to the receipt of any gas by Member, in order to assure payment to Seller in the Event of Default on the part of Buyer for any gas sold to Buyer for Member's benefit.
9. **Correspondence and Notices:** All notices between Buyer, Seller and Member shall be delivered to the persons identified on the attached Exhibit "A" at the addresses and by the means specified.
10. **Pipeline Agency:** Constellation shall act as Rantoul's agent for all functions related to all its natural gas needs with its pipeline transporter, including specifically making and changing on behalf of Rantoul all nominations for daily deliveries to and from Receipt Point(s) and Delivery Point(s) under its transportation agreements referenced in Section 6d and any successor or replacement transportation agreements. Rantoul shall designate IPEA/Constellation as its agent under these Agreements for all functions including nominations, dispatch, and payments of bills.

**Seller: Constellation NewEnergy –  
Gas Division, LLC**

By: Amanda Stewart

Printed Name: Amanda Stewart

Title: Vice President – Retail Ops

Date: February 3, 2023

**Buyer: Illinois Public Energy Agency**

By: Kevin M. Green

Printed Name: KEVIN M. GREEN

Title: PRESIDENT & CEO

Date: 2/6/23

**Member: Village of Rantoul, Illinois**

By: Charles Smith

Printed Name: CHARLES SMITH

Title: MAYOR

Date: 2-27-2023

Attest: \_\_\_\_\_

**EXHIBIT A TO 2023 MEMBER ADDENDUM B-1**

**CORRESPONDENCE AND NOTICES**

**To Seller:**

**Notices:**

**Constellation NewEnergy – Gas Division, LLC**

Attn: Contract Administration

9400 Bunsen Parkway

Suite 100

Louisville, KY 40220

Tel.: (502)426-4500

Fax: (502)214-6381

**Billing Inquiries:**

**Constellation NewEnergy – Gas Division, LLC**

Attn: Contract Administration

9400 Bunsen Parkway

Suite 100

Louisville, KY 40220

Tel.: (502)426-4500

Fax: (502)214-6381

**Commercial:**

**Constellation NewEnergy – Gas Division, LLC**

Attn: Contract Administration

9400 Bunsen Parkway

Suite 100

Louisville, KY 40220

Tel.: (502)426-4500

Fax: (502) 214-6381

E-mail:

**To Member:**

**Notices and Invoices:**

**Village of Rantoul, Illinois**

Attn: Jolene Gensler, Comptroller

333 S. Tanner

P.O. Box 38

Rantoul, Illinois 61866

Tel.: (217) 893-1661, Ext. 228

Fax: (217) 892-551

E-mail: [jgensler@myrantoul.com](mailto:jgensler@myrantoul.com)

**For Operational Flow Orders:**

**Village of Rantoul**

Attn: Mr. Jake McCoy

Interim Director of Public Works

200 W. Grove Ave.

Rantoul, Illinois 61866

Tel.: (217) 892-61866

Fax: (217) 892-8710

E-mail: [jmccoy@village.rantoul.il.us](mailto:jmccoy@village.rantoul.il.us)

**To IPEA/Buyer:**

**Notices and Invoices**

**Illinois Public Energy Agency**

Attn: Tia King

3400 Conifer Drive

Springfield, IL 62711

Fax: (217) 789-4642

E-mail: [tking@imea.org](mailto:tking@imea.org)

**With Copy to:**

**Illinois Public Energy Agency**

3400 Conifer Drive

Springfield, IL 62711

Tel.: (217) 789-4632

Fax: (217) 789-4642

E-mail: [ipea@imea.org](mailto:ipea@imea.org)

## **EXHIBIT B TO 2023 MEMBER ADDENDUM B-1**

### **GUARANTY OF PAYMENT IN FAVOR OF CONSTELLATION NEWENERGY – GAS DIVISION, LLC**

This Guaranty is made \_\_\_\_\_, 2023 by Village of Rantoul ("Guarantor") also referred to as "Member", of 333 S. Tanner, Rantoul, Champaign County, IL ("Guarantor"), to Constellation NewEnergy – Gas Division, LLC, a Limited Liability Company with its principal place of business located at 9400 Bunsen Parkway, Suite 100, Louisville, KY 40220, ("Creditor"), for credit extended and to be extended in connection with the sale of natural gas and associated Management Services to The Illinois Public Energy Agency ("IPEA"), of 3400 Conifer Drive, Springfield, IL ("Debtor").

### **RECITALS**

A. Debtor is currently a customer of Creditor and purchases natural gas and associated management services for use in the conduct of its business in providing natural gas to its members.

B. Creditor requires security for payment of all current indebtedness and all indebtedness incurred in the future by Debtor solely on behalf of the Member identified above.

C. Guarantor/Member is willing to furnish such security in the form of a personal guaranty of payment of the current and future indebtedness of Debtor.

D. Guarantor/Member hereby gives notice that each and every Guaranty of Payment previously executed by Guarantor/Member for Debtor in favor of Creditor or any of its predecessors in interest is hereby revoked effective as of 11:59 PM Central Time on March 31, 2023.

E. By accepting this Guaranty of Payment, Creditor acknowledges such revocation on behalf of itself, its affiliates, and its predecessors or successors in interest, and Guarantor/Member and Creditor both agree that this Guaranty of Payment supersedes and replaces all prior Guaranty of Payments executed by Guarantor/Member for Debtor in favor of Creditor.

In consideration of Creditor's continued supply of natural gas and Management Services to Debtor, on behalf of Member, a commercial relationship of interest and benefit to both Debtor and Guarantor, Guarantor agrees as follows:

### **SECTION ONE.**

#### **STATEMENT OF GUARANTY**

Guarantor guarantees prompt payment when due of all amounts due under the 2023 Member Addendum B-1 to the IPEA Gas Sales Management and Agency Fourth Master Agreement between the Creditor and Debtor, as amended, effective as of 12:00 AM on April 1, 2023 ("Fourth Master Agreement"), in connection with the sale by Creditor and purchase by Debtor of natural gas for the account of Guarantor and any payment outstanding under the previous agreement or incurred in the future by Creditor to Debtor for the supply of natural gas used in the conduct of the business of Debtor. If Debtor defaults in the payment of any such indebtedness, Guarantor will pay to Creditor or its order on demand, in any coin or currency that is legal tender in the United States at the time of payment, the amount due, subject to the limitation of liability set forth in

Section Three of this guaranty. Guarantor shall also pay to Creditor or its order on demand reasonable attorney fees and all costs and other expenses incurred by it in collecting or compromising any indebtedness of Debtor guaranteed under this guaranty or in enforcing this guaranty against Guarantor.

## **SECTION TWO.**

### **SCOPE AND DURATION**

This is a continuing guaranty. Notice of acceptance is waived. This guaranty shall remain in full force and effect until Guarantor delivers to Creditor written notice revoking it as to indebtedness incurred subsequent to such delivery. Such revocation shall not affect any of Guarantor's obligations under this guaranty with respect to indebtedness previously incurred. Revocation of this Guaranty is not effective until three (3) business days after notice of revocation is received by Creditor.

## **SECTION THREE.**

### **LIMITATION OF LIABILITY**

The maximum liability of Guarantor under this agreement shall be limited to One Million Four Hundred Thousand and 00/100 (\$1,400,000.00). Payment of any sum by Guarantor pursuant to this agreement shall operate to reduce Guarantor's maximum liability subsequently by an amount equal to the amount of such payment. This Guaranty is strictly limited to the Member named herein and only guarantees payment by the named Member for gas delivered to the IPEA for and on behalf of the named Member and no other Member of IPEA.

## **SECTION FOUR.**

### **RIGHTS OF CREDITOR**

Without further authorization from or notice to Guarantor, Creditor may grant credit to Debtor from time to time. No exercise or non-exercise by Creditor of any right given to it by this guaranty, no dealing by Creditor with Debtor or any other Guarantor, and no change, impairment, or suspension of any right or remedy of Creditor shall in any way affect any of Guarantor's obligations under this guaranty or give Guarantor any recourse against Creditor.

If legal action is taken to enforce this guaranty or any provision of it, such action may be maintained alone, or joined with any action or other proceeding related to the obligations of Creditor. Prior action or suit against Debtor, whether alone or jointly with other guarantors, shall not be a prerequisite to Creditor's right to proceed under this guaranty in case of Debtor's default. The rights of Creditor are cumulative and shall not be exhausted by its exercise of any of its rights under this guaranty or otherwise against Guarantor or by any number of successive actions until and unless all indebtedness guaranteed by this guaranty has been paid.

## **SECTION FIVE.**

### **SUBROGATION**

Until all indebtedness guaranteed by this guaranty has been paid in full, Guarantor shall not have any right of subrogation unless expressly granted in writing by Creditor.

## **SECTION SIX.**

### **SUBORDINATION OF OTHER INDEBTEDNESS OF GUARANTOR**

All existing or future indebtedness of Debtor to Guarantor is subordinated to all indebtedness guaranteed by this guaranty. Without the prior written consent of Creditor, no such indebtedness shall be paid in whole or in part as long as there exists any outstanding indebtedness guaranteed by this guaranty.

## **SECTION SEVEN.**

### **SEVERABILITY**

Should any one or more provisions of this guaranty be determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

## **SECTION EIGHT.**

### **SUCCESSORS AND ASSIGNS**

This agreement shall inure to the benefit of Creditor, its successors and assigns. It shall be binding on Guarantor and Guarantor's legal representatives. Guarantor has executed this guaranty at \_\_Rantoul, Illinois\_\_ the day and year first above written.

## **SECTION NINE.**

### **CHOICE OF LAW AND FORUM**

It is expressly agreed that the law of the State of Illinois is the sole and exclusive law that governs any and all claims, suits or disputes related in any way to this guaranty including any tort and statutory claims including claims and issues involving the validity, construction interpretation and effect of this guaranty and any and all other claims or actions at law or in equity which may arise between the Parties, without regard to principles of conflicts of law. The sole and exclusive venue for any disputes, claims or causes of action, legal or equitable, shall be the state or federal courts located in Illinois.

SECTION TEN.

AUTHORITY

The party making this Guaranty has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of Guarantor has been properly authorized and empowered to enter into this Guaranty. Guarantor/Member agrees that it will assist Creditor in assuring that this Guaranty is duly authorized prior to execution by the appropriate governing body of Guarantor/Member, and shall provide evidence to Creditor of same such as copies of certified board resolutions, etc. Guarantor/Member further agrees to provide to Creditor additional evidence of proper execution, such as an opinion of Guarantor/Member's counsel that this instrument has been duly authorized and executed in proper form.

Guarantor

By: Charles Smith

Printed name: Charles Smith

Title: MAYOR

ORDINANCE \_\_\_\_\_

AN ORDINANCE OF THE VILLAGE OF RANTOUL,  
ILLINOIS AUTHORIZING THE EXECUTION AND IMPLEMENTATION  
OF A NATURAL GAS ALL-REQUIREMENTS SALES AGREEMENT  
WITH THE ILLINOIS PUBLIC ENERGY AGENCY

WHEREAS, the Illinois Public Energy Agency (“IPEA”) is organized under the Illinois Joint Municipal Natural Gas Act, 65 ILCS 5/119.2-1 *et seq.* as a municipal natural gas agency, and it provides natural gas supply and related services to its member municipalities that own and operate their own municipal natural gas distribution systems and other eligible utilities as defined in the Act; and

WHEREAS, the Village of Rantoul, Illinois is a Member of IPEA and presently purchases the natural gas for its natural gas system from IPEA pursuant to a Natural Gas All-Requirements Sales Agreement, dated December 11, 2012, as amended, which has a term through March 31, 2024; and

WHEREAS, the Board of Trustees of the Village of Rantoul currently maintains a successful, longstanding relationship with IPEA to supply its natural gas needs, and has determined that it is necessary, desirable and in the best interest of the Village to authorize the execution and delivery of the new Natural Gas All-Requirements Sales Agreement attached hereto and incorporated herein, which has a term commencing on April 1, 2024 and extending through March 31, 2029.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, ILLINOIS, AS FOLLOWS:

Section 1: The findings and determinations set forth in the preamble to this Ordinance are hereby made findings and determinations of the Board of Trustees of the Village of Rantoul and incorporated into the text of this Ordinance by this reference.

Section 2. The Village President is hereby authorized and directed to execute and deliver and the Village Clerk shall attest, pursuant to this Ordinance, the attached Natural Gas All-Requirements Sales Agreement with the Illinois Public Energy Agency.

Section 3. The Village President is hereby authorized to execute and deliver and to the extent necessary the Village Clerk shall attest, pursuant to this Ordinance, any and all other agreements, instruments or documents reasonably necessary or appropriate in connection with the execution, implementation and administration of the Natural Gas All-Requirements Sales Agreement, including but not limited to agreements, transaction confirmations, addenda and guaranties with or in favor of IPEA’s underlying third-party gas supplier(s) and such instruments as are required by the Village’s pipeline companies to designate IPEA or its underlying gas supplier, from time to time, as agent for the Village under the Village’s natural gas transportation contracts and/or storage contracts and for the day-to-day management of natural gas deliveries for the Village.

Section 4. \_\_\_\_\_ is hereby authorized and designated to communicate directly with IPEA or its underlying gas supplier to all necessary and appropriate actions to place all nominations or to make commitments and orders for all quantities of natural gas, including fixed-price quantities or quantities committed to under other gas hedging mechanisms, from IPEA and/or the underlying gas supplier, and for IPEA and/or the underlying gas supplier to schedule and deliver natural gas for the Village's needs and for services incidental thereto, and \_\_\_\_\_ is hereby authorized and designated as the alternate to perform such functions and duties in the event of the absence or inability to act of such person.

Section 5. This Ordinance shall be in full force and effect from and after its passage.

PASSED, APPROVED AND ADOPTED by the Board of Trustees of the Village of Rantoul, Champaign County, Illinois, as required by law and approved by the Village President this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRESIDENT

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

(MUNICIPAL SEAL)

## **Rantoul/IPEA Contract Extension Discussion Points**

**IPEA Background** - The Illinois Public Energy Agency (IPEA) is a municipal joint action agency that was established by natural gas municipal utilities that wanted to “band together” to gain economies of scale to purchase natural gas for their customers. The IPEA was founded in 2005 and is managed by the staff of the Illinois Municipal Electric Agency (IMEA) in Springfield, IL. The IMEA also provides wholesale electric service to 32 Illinois communities. The IPEA acts as an umbrella organization that coordinates about 4 million dekatherms (annually) of natural gas supply for 12 municipals and two natural gas cooperatives. IPEA staff also helps the members with key accounts, utility operations and management training, legislative issues, billing and pipeline issues and other supply-related matters. IPEA has recently completed a new 5-year supplier agreement with Constellation New Energy. The members of the IPEA have considerable experience with this provider.

Our community has been part of IPEA and buying all of our gas supply with this non-profit cooperative effort since 2005. I sit on the IPEA Board of Directors and have a direct say in the overall direction of the Agency.

**Contract Features** - The proposed agreement is essentially the current agreement terms with different dates. The Contract Extension is a renewal for five years after our current agreement expires on March 31, 2024. The extension runs for five years and extends through the end of March 2029.

Administrative fees from the gas supplier will not increase under the extension. The cost that we pay to have our gas supply managed by professionals in this area is far less than if we were performing these tasks on our own.

**Contract Extension Advantages** - Commodity future prices are currently very low and favorable pricing is available for a number of years. This contract extension clears the way for hedging and commodity price lock-ins past our current contract end date of March 31, 2024.

Locking in for long-term pricing (past March 2024) allows the members to deliver stable, low-priced natural gas to the community at rates that are forecastable and help us budget for the future.

The IPEA provides some of the lowest administrative fees in the Midwest. Our fee is currently 4.5 cents per Dkth, while others typically charge 6 cents to 10 cents per Dkth. That administrative fee totals about \$7000 per year or \$583 per month to our community, so clearly, we could not manage all these tasks ourselves for anywhere near this cost.

This agreement allows for seamless continued service from a proven provider.

**Recommendation** - Our gas utility has been involved with IPEA since 2005 and I recommend that we sign the contract extension with IPEA.

# Value of IPEA Hedging Program

## Rantoul's Natural Gas Hedging

- ▶ IPEA helps Rantoul work with Constellation to "lock in" Natural Gas volumes in advance
- ▶ This reduces exposure to volatile gas market prices
- ▶ Thanks to the Village's forward-thinking approach to Natural Gas purchasing, Rantoul residents saved more than **\$300,000 total** over the last two winter seasons on natural gas bills
- ▶ Rantoul remains well hedged into the future

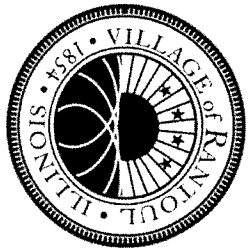
| Value of Hedging             |               | Dkth           |             | Dkth             |                   | Dkth            |               | Dkth         |             | Dkth             |                   |
|------------------------------|---------------|----------------|-------------|------------------|-------------------|-----------------|---------------|--------------|-------------|------------------|-------------------|
| Rantoul                      | Dkth          | Hedged Price   | NYMEX Price | Savings per Dkth | Estimated Savings | Rantoul         | Dkth          | Hedged Price | NYMEX Price | Savings per Dkth | Estimated Savings |
| September, 2021              | 1,800         | \$ 2.830       | \$ 4.370    | \$ 1.540         | \$ 2,772          | September, 2022 | 1,800         | \$ 2.830     | \$ 9.353    | \$ 6.523         | \$ 11,741         |
| October, 2021                | 3,872         | \$ 2.830       | \$ 5.841    | \$ 3.011         | \$ 11,659         | October, 2022   | 3,872         | \$ 2.830     | \$ 6.868    | \$ 4.038         | \$ 15,635         |
| November, 2021               | 9,279         | \$ 2.830       | \$ 6.202    | \$ 3.372         | \$ 31,289         | November, 2022  | 9,279         | \$ 2.830     | \$ 5.186    | \$ 2.356         | \$ 21,861         |
| December, 2021               | 15,228        | \$ 2.830       | \$ 5.447    | \$ 2.617         | \$ 39,852         | December, 2022  | 15,228        | \$ 2.830     | \$ 6.712    | \$ 3.882         | \$ 59,115         |
| January, 2022                | 16,195        | \$ 2.830       | \$ 4.024    | \$ 1.194         | \$ 19,337         | January, 2023   | 16,195        | \$ 2.830     | \$ 4.709    | \$ 1.879         | \$ 30,430         |
| February, 2022               | 13,320        | \$ 2.830       | \$ 6.265    | \$ 3.435         | \$ 45,754         | February, 2023  | 13,320        | \$ 2.830     | \$ 3.109    | \$ 0.279         | \$ 3,716          |
| March, 2022                  | 13,195        | \$ 2.830       | \$ 4.568    | \$ 1.738         | \$ 22,933         | March, 2023     | 13,195        | \$ 2.830     | \$ 2.451    | \$ (0.379)       | \$ (5,001)        |
| <b>Total</b>                 | <b>72,889</b> |                |             |                  | <b>\$ 173,595</b> | <b>Total</b>    | <b>72,889</b> |              |             |                  | <b>\$ 137,499</b> |
| <b>Grand Total Two Years</b> |               | <b>145,778</b> |             |                  |                   |                 |               |              |             |                  | <b>\$ 311,094</b> |



**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                                                                  |                                           |
|--------------------------------------------------------------------------------------------------|-------------------------------------------|
| ITEM: Presentation of the Public Works Department                                                | DEPARTMENT: Public Works                  |
| DATE: August 1, 2023                                                                             | AMOUNT:                                   |
| ATTACHMENTS:<br><br>1. Public Works Overview                                                     | ADMINISTRATIVE NOTES:                     |
| SUMMARY HIGHLIGHTS:<br>This Agenda item is to provide an overview of the Public Works Department |                                           |
| RECOMMENDED ACTION:                                                                              |                                           |
| DEPARTMENT HEAD APPROVAL<br>Jacob D. McCoy, P.E.                                                 | VILLAGE ADMINISTRATOR<br>Scott Eisenhauer |

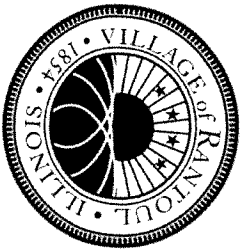


# Public Works Department

Village of Rantoul

Director:

Asst. Director: Jake McCoy, P.E.

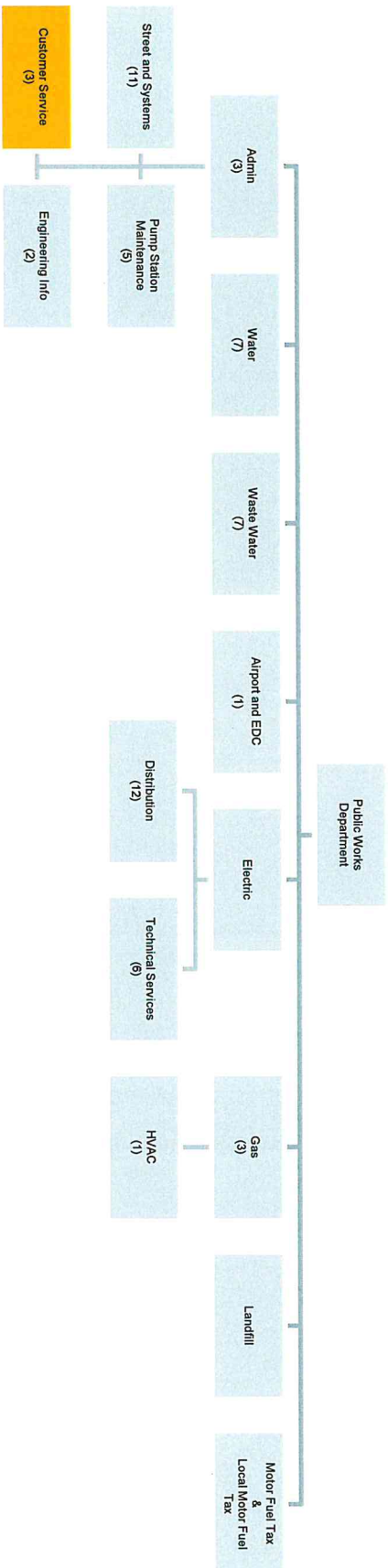


# Public Works Mission

- The Public Works Department Mission is to oversee the development, operation and maintenance of the Village's infrastructure and utility systems. Public Works is entrusted with these responsibilities in partnership with the citizens, customers and system users for the benefit, welfare and safety of the community and the environment.



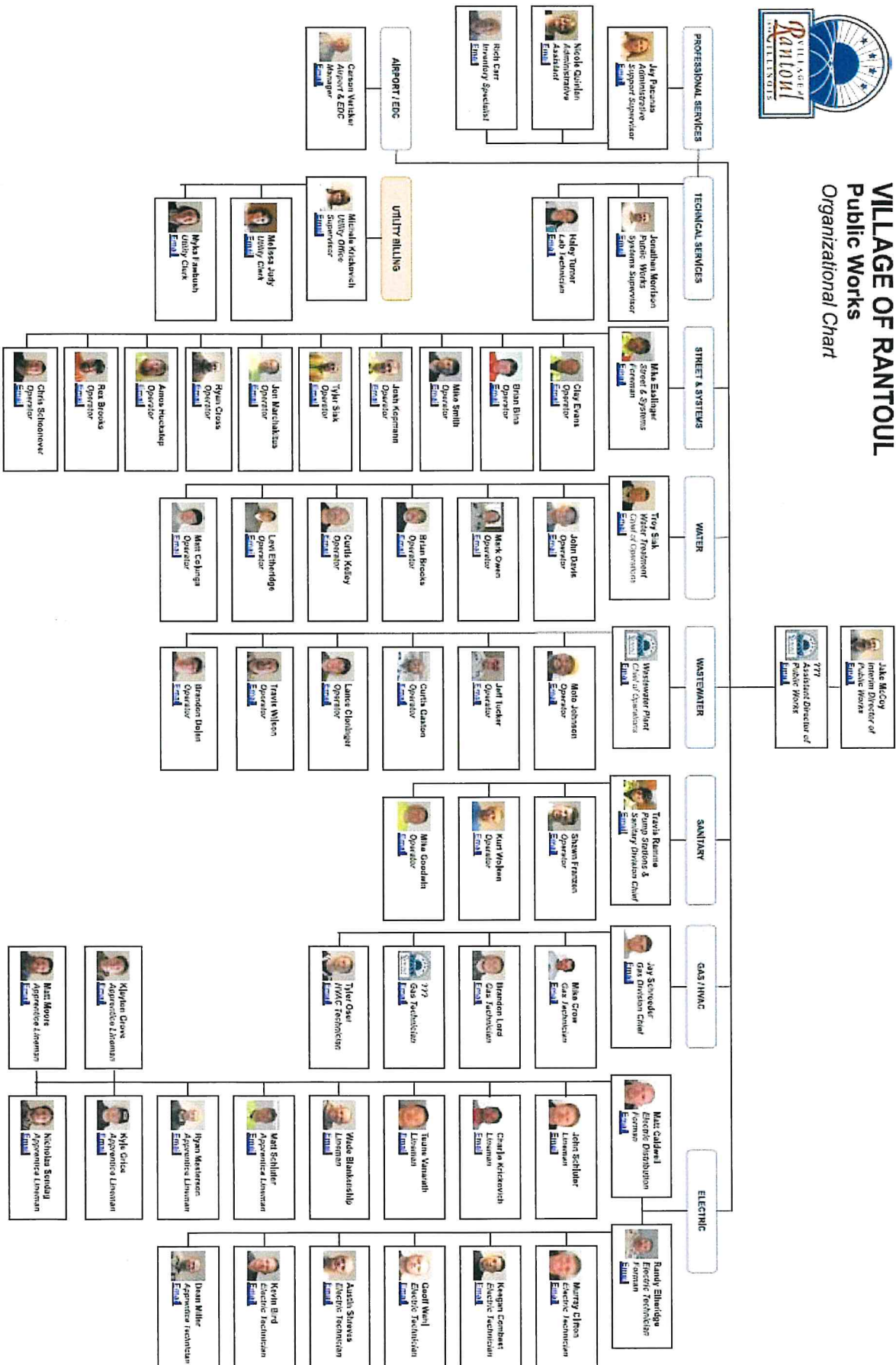
# Public Works Organization

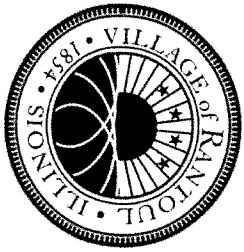


Total Positions: 56



# VILLAGE OF RANTOUL Public Works Organizational Chart





# Public Works Funding

- Enterprise Funds - Fund PW Activities
  - Electric
  - Water
  - Wastewater
  - Gas
  - Airport
  - Chanute EDC
- Corporate Transfers – Fund PW Activities
  - Street
  - Landfill
- Storm Drainage Fee – Fund PW Activities
  - Systems Maintenance
- User Fees – Fund PW Activities
  - HVAC
- Motor Fuel Tax & Local Motor Fuel Tax – Fund PW Activities
  - Street Division
  - Street Projects



# Public Works Fund Divisions

- Admin Division
  - Administrative and Logistical Support
  - Managerial and Engineering
- Customer Service Division
  - Utility Billing
- Engineering Info Division
  - GIS
  - SCADA
  - R.O.W. / Easements
  - Engineering Information Management
- Street and Systems Division
  - Street Safety, Repairs and Cleaning
  - Snow Removal
  - Water Distribution
  - Brush and Leaf Pickup
  - Fleet Funding
- Pump Station and Sanitary Maintenance Division
  - Pump Station
  - Sanitary Collection
  - Storm Water
- Forestry





# Electric Division

- Full Service Electric Utility
  - Generation
  - Transmission
  - Distribution
  - Fiber
- Member of the IMEA
- 157,000,000 Kwh a year
- Peak Demand 34 Mw
- Generation Capacity - 14.2 MW
- Customers
  - Residential - 5587
  - Commercial - 460
  - Industrial - 73
  - Largest Customer - Rantoul Foods
- Revenues - \$18.5 million
- Projects
  - New Industrial Commercial Substation - \$1,500,000





# Water Division

- Source: Mahomet Aquifer 8 wells
- Storage Capacity 2.3 million gallons
- Treatment Capacity 4.8 mgd max
- Firm Capacity 4.5 mgd
- Average Daily Demand - 1.59 mgd
- Peak Daily Demand - 2.5 mgd
- Excess Capacity - 2 mgd
- Largest Customer - Rantoul Foods
- Revenues - \$2.8 million
- Projects
  - Filter Underdrain Replacement \$300,000
  - Hardware and Install \$250,000

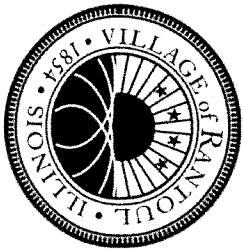




# Waste Water Division

- Two Stage Trickling Filter Facility
  - Tertiary Filtration
  - Stormwater Detention
  - Sludge Handling
- Treatment Capacity
  - 8.3 mgd
- Present avg Load
  - 2.98 mgd
- Excess Capacity – 1.3 mgd
  - Accounts for wet weather flows
- Largest Customer – Rantoul Foods
- Revenues - \$3.2 million
- Projects
  - Sanitary Sewer Slip Lining Project - \$250,000
  - Clarifier Improvements - \$50,000
  - Various Facility Improvements - \$200,000
  - Engineering Studies per the Permit Requirements - \$60,000





# Gas Division

- Service Territory- Former Chanute AFB
  - NICOR has franchise agreement for remaining portion of community
- Maintenance of Village owned HVAC Systems
- Customers: 1384
- Member of the IPEA
- Gas Usage – 1.9 million therms
- Revenues: \$1.3 million



# Storm Water

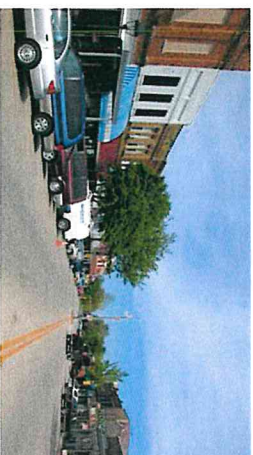
- Storm Water Fee
  - Eight Land use categories
  - Implemented in 2001
  - Billed once a year
  - \$792,000 Annual Budget
- Storm Sewer Repairs and Maintenance
- Street Sweeping and Leaf Pickup
- Recent Storm water Projects
  - \$1.92 million Wabash Storm Sewer Project
  - \$1.16 million Gleason Drive
  - \$1.61 million Northwest Storm Sewer and Outfall
  - \$1.18 million Broadmeadow
  - \$235,000 Rudzinski Pond
  - \$250,000 Illinois Drive

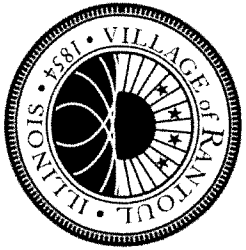




# Motor Fuel Tax/ LMFT

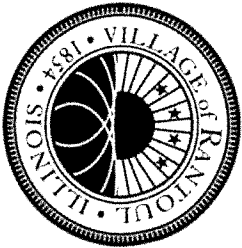
- Motor Fuel Tax
  - Funds Street Projects
  - Day Labor and Equipment
  - Per capita based revenue
  - \$330,000
  - Supplemented with TIF Funds and Sales Tax
  - IDOT District 5
- Local Motor Fuel Tax
  - 5 Cents per Gallon
  - \$360,000





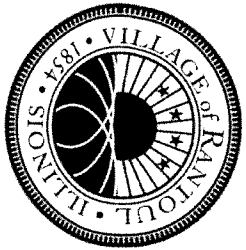
# Landfill

- Landfill closed in 1993
- Post Closure Period
- Funded From Garbage Fund
- Maintenance, sampling and upkeep of closed site
- Landfill Cap Repair Project



# Chanute

- Closed in 1993
- Total Acreage – 2200 acres
- Transferred to Date -1798.6 acres
- Remaining – 331.86 acres
  - 66.74 acres Negotiated Sale – Village
  - 203.97 acres EDC – Village
  - 9.83 acres – Public Sale – Willow Pond Golf Course
  - 48.57 acres – ED PBC – University of Illinois
- **Issues**
  - Emerging Contaminants – PFCs – Additional investigations
  - EPA Review



# Airport

- Former Chanute Air Force Base
- General Aviation
- FAA Public Benefit Conveyance
- \$870,000 revenues
- Projects
  - Taxiway E Reconstruction Project - \$1,091,444
  - Phase 3 Wildlife Deterrent Fence Project - \$608,000

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                                                                                                                                                                                                                                   |                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| ITEM: Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 5, to consider the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired | DEPARTMENT: Administration |
| DATE: August 1, 2023                                                                                                                                                                                                                                              | AMOUNT:                    |
| ATTACHMENTS:                                                                                                                                                                                                                                                      | ADMINISTRATIVE NOTES:      |
| SUMMARY HIGHLIGHTS:                                                                                                                                                                                                                                               |                            |
| RECOMMENDED ACTION:                                                                                                                                                                                                                                               |                            |
| DEPARTMENT HEAD APPROVAL                                                                                                                                                                                                                                          | VILLAGE ADMINISTRATOR      |

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                                                                                                                                     |                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| ITEM: Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 6, to consider the setting of a price for sale or lease of property owned by the public body | DEPARTMENT: Administration |
| DATE: August 1, 2023                                                                                                                                                | AMOUNT:                    |
| ATTACHMENTS:                                                                                                                                                        | ADMINISTRATIVE NOTES:      |
| SUMMARY HIGHLIGHTS:                                                                                                                                                 |                            |
| RECOMMENDED ACTION:                                                                                                                                                 |                            |
| DEPARTMENT HEAD APPROVAL                                                                                                                                            | VILLAGE ADMINISTRATOR      |

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                                                                                                                                          |                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| ITEM: Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 1, to consider the employment, compensation, discipline, performance, or dismissal of an employee | DEPARTMENT: Administration |
| DATE: August 1, 2023                                                                                                                                                     | AMOUNT:                    |
| ATTACHMENTS:                                                                                                                                                             | ADMINISTRATIVE NOTES:      |
| SUMMARY HIGHLIGHTS:                                                                                                                                                      |                            |
| RECOMMENDED ACTION:                                                                                                                                                      |                            |
| DEPARTMENT HEAD APPROVAL                                                                                                                                                 | VILLAGE ADMINISTRATOR      |