



Rantoul Village Board of Trustees
Regular Study Session
April 2, 2024
6:00 PM

Order of Business

1. Call to Order

2. Roll Call

3. Mayoral Proclamation

Autism Awareness and Acceptance Month

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

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 March 5, 2024 Board Study Session

(B) Minutes of the March 14, 2024 Board Meeting

9. Items from Human Resources

(A) March 2024 Village Applicant Demographics Report

(B) Village Career Opportunities

10. Items from Police Department

11. Items from Fire Department

12. Items from Comptroller

13. Items from Building & Environmental Safety

14. Items from Community Development

(A) Contract for the Restoration of the US Air Force Minuteman Intercontinental Ballistic Missile located at 300 Borman Drive with Crispin Auto, LLC in the amount of \$39,000.00, with a contingency of \$8,000.00

(B) Ordinance Approving Rezoning Petition ZP24-1, and Amending the Official Zoning Map for 636-640 West Champaign Avenue

(C) Resolution Authorizing a Request for EDA's Release of Federal Interest in the Village's EDA funded Revolving Loan Fund Program

15. Items from Recreation



Rantoul Village Board of Trustees
Regular Study Session
April 2, 2024
6:00 PM

Order of Business

16. Items from Public Works

- (A) Purchase of a Replacement Toro Mower for the Recreation Department from MTI Distribution Equipment in the amount of \$152,982.62, with a contingency fund of \$7,017.38, for a total amount of \$160,000.00
- (B) Ordinance Authorizing Power Sales Contract and Capacity Purchase Agreement with Illinois Municipal Electric Agency (Commencing on 10-01-35)
- (C) Purchase of a Pad-Mounted Primary Disconnect Gear and a Switch for the Industrial Area from Anixter Power Solutions in the amount of \$80,294.84
- (D) Engineering Agreement for the Development of a Wastewater Treatment Plant and Systems, Phase II Final Design with Donohue & Associates, Inc. in the amount of \$440,800.00
- (E) Engineering Service Agreement for the Planning, Design, and Construction Phases of the Airport Improvement of Runway 9-27 Rehabilitation with Hanson Professional Services in the amount not-to-exceed \$221,283.00 (Village share of \$11,064.15)
- (F) Service Agreement for the Excavation, Hauling, and Disposal of the Stockpile from the Range for the Wastewater Treatment Plant with Dirtworks Trucking & Excavating in the amount of \$146,587.20, with a contingency of \$10,000.00

17. Items from the Administrator

- (A) Ordinance Amending Chapter 4, Article II of the Rantoul Code in Connection with Liquor Licenses
- (B) Ordinance to Readopt, Ratify, and Reaffirm the License, Permit, and Service Fees, and Administrative Penalties Schedule with Amendments
- (C) Fiscal Transfer of Funds for Negative Accounts

18. Items from Counsel

19. Items for Closed Session

- (A) 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
- (B) Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 2, to consider collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees

20. Adjournment

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

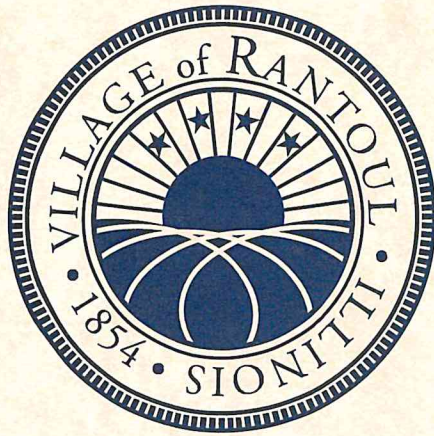
AGENDA ITEM

ITEM: Mayoral Proclamation	DEPARTMENT: Administration
DATE: April 2, 2024	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Autism Awareness and Acceptance Month	DEPARTMENT: Administration
DATE: April 2, 2024	AMOUNT:
ATTACHMENTS: 1. Proclamation - Autism Awareness and Acceptance Month	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR



Proclamation

by the Mayor of Rantoul, Illinois

To All to Whom these Presents Shall Come:

Whereas, Autism Spectrum Disorder is the fastest growing developmental disability. The Centers for Disease Control and Prevention estimate that one in 44 Americans currently live with the disability, increasing in US children by 119.4% since 2010. Autism knows no racial, ethnic, or social boundaries, and it affects the young and old alike.

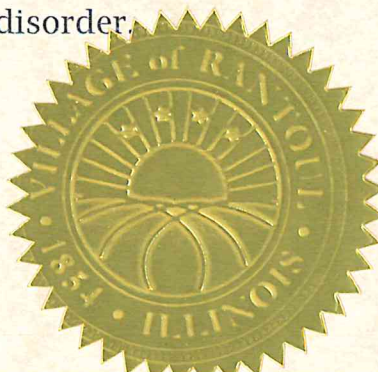
Whereas, Autism is a lifelong neurological disorder that affects each individual differently, ranging from very mild to severe. The learning, thinking, and problem-solving abilities of this disorder can range from gifted to severely challenged. Autism can cause significant social, communication, and behavioral challenges.

Whereas, our understanding of Autism has grown tremendously since it was first diagnosed by psychiatrist in 1943, there is no known cure for Autism. Accurate, early diagnosis, and the resulting appropriate education and intervention, are vital to the future growth and development of the individual.

Whereas, there is a need for continued research into this disorder, hope currently lies in a broad spectrum of treatments, and in an informed public and community committed to providing support and service to individuals diagnosed with Autism Spectrum Disorder.

Whereas, during the month of April, we strive to promote autism awareness, inclusion, and self-determination for all, and assure that each person with Autism Spectrum Disorder is provided an opportunity to achieve the highest possible quality of life.

Now therefore, I, Charles Smith, Mayor of Rantoul, do hereby proclaim the month of April 2024 to be designated as **Autism Awareness and Acceptance Month**, and I urge our Village to participate in this annual observance to celebrate the differences of, learn more about, and empower Autistic individuals in the hope that it will lead to a better understanding of this disorder.



Given Under my hand and the
Corporate Seal of said Rantoul, Illinois
this 1st day of MARCH 2024

Charles Smith

Mayor and President of the Village Board of Trustees

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Public Participation	DEPARTMENT:
DATE: April 2, 2024	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: April 2, 2024	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 March 5, 2024 Board Study Session	DEPARTMENT: Administration
DATE: April 2, 2024	AMOUNT:
ATTACHMENTS: 1. March 5 Minutes - draft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**RANTOUL VILLAGE BOARD OF TRUSTEES
REGULAR STUDY SESSION
MARCH 5, 2024**

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, Crider, Hall, Workman and Weathersby – 7

The following representatives of Village departments were also present: Scott Eisenhauer, Administrator; Tony Brown, Police Chief; Chad Smith, Fire Chief; Angie Schultz, Comptroller; Jake McCoy, Public Works Director; Luke Humphrey, Parks and Recreation Director; Chris Milliken, Zoning and Planning; Debbie Sage, Human Resources; Brian Hunt, Community Development; David Wesner, Attorney; Tana Ward, Deputy Village Clerk and Janet Gray, Village Clerk.

Approval of Agenda

Trustee Crider moved to approve the agenda. Trustee Hall seconded the motion. On a roll call vote:

AYE: Crider, Hall, Workman, Weathersby, Wilson and Robertson – 6.

NAYS: None – 0.

The motion carried 6-0.

Public Participation

There was no public participation.

Items from Trustees

Trustee Weathersby stated that Rantoul Early Head Start is still open and seeking teachers. She gave her phone number.

Trustee Hall stated that the trash receptacles that are placed at the curb for pickup are not being taken back to the houses in a timely manner. This creates a sight hazard on the streets. He asked if something could be put on the utility bill stating when the receptacles can go out and when they need to be removed.

Trustee Wilson said St. Malachy 7th grade girls' volleyball team qualified for sectional. The Fire department will escort them out of town to the tournament.

Mayor's Presentation

- A. Youth Center Ribbon Cutting and Open House on March 16, 2024 at 10:00 am.
- B. Fire Department Station 2 Ribbon Cutting & Open House on March 20, 2024 from 6:00 - 8:00 pm.
- C. Recreation Department Senior Luncheon on March 21, 2024 at 11:30 am. Call 217-893-5700 to RSVP.

Items from Clerk

- A. Minutes of February 6, 2024 Regular Study Session.
- B. Minutes of February 13, 2024 Board Meeting.

These minutes will go to the Board for approval.

Items from Human Resources

- A. The February 2024 Village Applicant Demographics Report is in the Board Packet.
- B. A list of Village Career Opportunities was also included in the Board Packet.
- C. Trustee Hall asked if the Village was still taking applications for the Sports Complex. The Village is and there is no closing date due to vacancies that become open throughout the season.

Items from Police Department

- A. The department is requesting the approval of a Law Enforcement Technology Package with Axon in the amount of \$670,714.28 over a ten-year period. This contract will cover the replacement of body cameras, tasers and update of the Drone Program. It would also provide replacement equipment with new technology during the term of the contract. It will also provide more Cloud storage and a redacting system for FOIA requests.

This item will go to the Board for approval.

Items from Fire Department

No items to report.

Items from Comptroller

No items to report.

Items from Building & Environmental Safety

No items to report.

Items from Community Development

- A. The department is requesting the approval of an Agreement for Sale of Real Estate between the Village of Rantoul and Chilla Homes, LLC for property at 109 Wheat Ave. Chilla Homes plans to build 25 micro-homes for owner occupation and price them at \$90,000.00. Proceeds of the sale would go back into the EDC fund for further development. Willie Salae addressed the Board regarding their plans. Ron Hindman will be the local contact for the project.

- B. The department is requesting the approval of an Ordinance Authorizing the Conveyance of Certain Surplus Real Estate Owned by the Village at 272 Keystone Drive to Habitat for Humanity. No one has expressed interest in the lot and the Village sees no reason to continue to hold on to it.
- C. The department is requesting the approval of an Ordinance Approving Rezoning Petition ZP23-3 and Amending the Official Zoning Map for 1310 S Century Blvd. New Kids Investment Group, LLC requested the rezoning to C-4 (Commercial/Industrial) to allow for the construction of mini-warehouses. The Planning and Zoning Commission recommended approval of this request. Mr. Pundmann addressed the board.
- D. The department is requesting approval of a Contract for Demolition with Lee Farms Excavating in the amount of \$144,500.00 for the demolition of the building at 119 E Sangamon Ave. This building was conveyed to the Village via court proceedings and is in such a state of disrepair that demolition is the only option. The building shares common walls on both sides which will make demolition difficult.

Items A, B and D will go to the Board for approval. Item C will be postponed.

Items from Recreation

No items to report.

Items from Public Works

- A. The department is requesting the approval of Resolution 03-24-1409, A Resolution Regarding Temporary Closing of State Right-of-Way. This would allow the Village to close a portion of Rt. 136 for the Independence Day Parade on July 4, 2024.
- B. The department is requesting the approval of Resolution 03-24-1410, A Resolution Regarding Temporary Closing of State Right-of-Way. This would allow the Village to close an intersection on Rt. 45 for the RTHS Homecoming Parade on October 4, 2024.
- C. The department is requesting the approval of Resolution 03-24-1411, A Resolution Regarding Temporary Closing of State Right-of-Way. This would allow the Village to close an intersection on Rt. 45 for the Christmas Parade on December 7, 2024.
- D. The department is requesting the approval to purchase 1500 feet of 350 MCM CU Wire for the Electric Department from Anixter Power Solutions in the amount of \$40,545.00. This wire will replace underground wire in the 900 area.
- E. The department is requesting the approval of the purchase of a Pad-mounted Primary Disconnect Gear for the Electric Department from Anixter Power Solutions in the amount of \$40,645.00. This purchase will allow the Village to disconnect the secondary lines from the campground during emergencies or rehab projects.

F. The department is requesting the approval of a Construction Contract with Grunloh Building, Inc. in the amount of \$15,588.207.00 to Develop the Phase One Project for the Wastewater Treatment Plant and Systems. The project will include construction of wastewater treatment facilities, pump stations and force main replacement and extension. There is also a request for contingency funds. These items will go to the Board for Approval.

Items from Administrator

- A. The department is requesting the approval of an Ordinance Amending Chapter 26, Article III "Transient Merchants". This ordinance would create a Mobile Food Truck License and operating regulations. The fee would be \$100.00 per month.
 - B. The department is requesting the approval of a Resolution Authorizing Intervention in a Pending Property Tax Assessment Appeal before the Illinois Property Tax Appeal Board for Rantoul Lodging, LLC - 946 Broadmeadow Road (Holiday Inn).
 - C. The Administrator gave a presentation on Fiscal Year 2024-25 Budget. The Budget Hearing will be held at 5:30 pm on April 2 and will be voted on at the Regular Board Meeting on April 9.
- Items A and B will go to the Board for approval.

Items from Counsel

No items to report.

Closed Session

There was no closed session.

Trustee Hall stated he would not be in attendance next week.

Trustee Weathersby also said she would not be in attendance next week.

Meeting Adjourned

The Mayor adjourned the meeting at 8:15 pm.

Respectfully submitted,

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 Study Session of the Board of Trustees held March 5, 2024 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: Minutes of the March 14, 2024 Board Meeting	DEPARTMENT: Administration
DATE: April 2, 2024	AMOUNT:
ATTACHMENTS: 1. March 14 Minutes - draft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**RANTOUL VILLAGE BOARD OF TRUSTEES
RESCHEDULED BOARD MEETING
MARCH 14, 2024**

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

A Rescheduled 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

Pastor Chris King, United Pentecostal Church 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, and Trustees Robertson, Crider, Hall, Workman and Weathersby – 5.

The following representatives of Village departments were also present:

Scott Eisenhauer, Administrator; Tony Brown, Police Chief; Angie Schultz, Comptroller; Luke Humphrey, Recreation & Parks Director; Jake McCoy, Public Works Director; Chris Milliken, Zoning and Planning; 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 Weathersby seconded the motion. On a Roll Call vote:

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

NAYS: None – 0.

ABSENT: Wilson - 1.

The motion carried 5-0.

Audit Report

Faith Freeman from CliftonLarsonAllen, LLP Independent Auditors presented the annual Audit Report for the year ended April 30, 2023.

Public Participation

There was no public participation.

A. Consent Agenda

Approval of Consent Agenda Items by Omnibus Vote

- A. Minutes of Regular Study Session February 6, 2024.
- B. Minutes of Regular Board Meeting February 13, 2024.
- C. Approval of bills and monthly financial report.

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, Robertson and Crider – 5.

NAYS: None – 0.

ABSENT: Wilson - 1.

The motion carried 5-0.

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

Trustee Crider moved to authorize and approve a Law Enforcement Technology Package for the Police Department with Axon Enterprise, Inc. in the amount of \$910,697.05 over a ten-year period. Trustee Weathersby seconded the motion. On a Roll Call vote:

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

NAYS: None – 0.

ABSENT: Wilson - 1.

The motion carried 5-0.

Trustee Workman moved to authorize and approve a Contract for the Demolition of the Building at 119 E. Sangamon Avenue with Lee Farms Excavating, Inc in the Amount of \$144,500.00. Trustee Crider seconded the motion. On a Roll Call vote:

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

NAYS: None – 0.

ABSENT: Wilson - 1.

The motion carried 5-0.

Trustee Weathersby moved to authorize and approve the Purchase of 1500 feet of 350 MCM CU Wire for the Electric Department from Anixter Power Solutions in the amount of \$40,545.00. Trustee Hall seconded the motion. On a Roll Call vote:

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

NAYS: None – 0.

ABSENT: Wilson - 1.

The motion carried 5-0.

Trustee Crider moved to authorize and approve the Purchase of a Pad-mounted Primary Disconnect Gear for the Electric Department from Anixter Power Solutions in the \$40,645.00. Trustee Hall seconded the motion. On a Roll Call vote:

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

NAYS: None – 0.

ABSENT: Wilson - 1.

The motion carried 5-0.

Trustee Hall moved to authorize and approve a Construction Contract to Develop the Phase One Project for the Wastewater Treatment Plant and Systems with Grunloh Building Inc. in the amount of \$16,060,000.00. Trustee Workman seconded the motion. On a Roll Call vote:

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

NAYS: None – 0.

ABSENT: Wilson - 1.

The motion carried 5-0.

C. Consideration of Ordinances & Resolutions

Ordinance No. 2762

AN ORDINANCE AMENDING CHAPTER 26, ARTICLE III “SOLICITORS AND TRANSIENT MERCHANTS” OF THE VILLAGE CODE IN CONNECTION WITH MOBILE FOOD TRUCKS

Trustee Weathersby moved to pass Ordinance No. 2762. Trustee Hall seconded the motion. On a Roll Call vote:

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

NAYS: None – 0.

ABSENT: Wilson - 1.

The motion carried 5-0.

Ordinance No. 2763

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN SURPLUS REAL ESTATE TO HABITAT FOR HUMANITY (272 Keystone Drive)

Trustee Hall moved to pass Ordinance No. 2763. Trustee Robertson seconded the motion. On a Roll Call vote:

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

NAYS: None – 0.

ABSENT: Wilson - 1.

The motion carried 5-0.

Ordinance No. 2764
**AN ORDINANCE AUTHORIZING AN AGREEMENT FOR
THE SALE OF REAL ESTATE WITH CHILLA HOMES, LLC
(109 Wheat Ave)**

Trustee Robertson moved to pass Ordinance No. 2764. Trustee Crider seconded the motion. On a Roll Call vote:

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

NAYS: None – 0.

ABSENT: Wilson - 1.

The motion carried 5-0.

Ordinance No. 2765
**AN ORDINANCE AUTHORIZING AN AGREEMENT FOR THE
EXCHANGE OF REAL ESTATE
(112 E. Flessner Ave & 1310 S. Century Blvd)**

Trustee Hall moved to pass Ordinance No. 2765. Trustee Robertson seconded the motion. On a Roll Call vote:

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

NAYS: None – 0.

ABSENT: Wilson - 1.

The motion carried 5-0.

Resolution No. 3-24-1409
**A RESOLUTION AUTHORIZING REGARDING TEMPORARY CLOSING
OF STATE RIGHT-OF-WAY FOR A PARADE
(INDEPENDENCE DAY)**

Trustee Crider moved to pass Resolution No. 3-24-1409. Trustee Robertson seconded the motion. On a Roll Call vote:

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

NAYS: None – 0.

ABSENT: Wilson - 1.

The motion carried 5-0.

Resolution No. 3-24-1410
**A RESOLUTION AUTHORIZING REGARDING TEMPORARY CLOSING
OF STATE RIGHT-OF-WAY FOR A PARADE
(Rantoul Township High School Homecoming Parade)**

Trustee Weathersby moved to pass Resolution No. 3-24-1410. Trustee Robertson seconded the motion. On a Roll Call vote:

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

NAYS: None – 0.

ABSENT: Wilson - 1.

The motion carried 5-0.

Resolution No. 3-24-1411
**A RESOLUTION AUTHORIZING REGARDING TEMPORARY CLOSING
OF STATE RIGHT-OF-WAY FOR A PARADE
(CHRISTMAS)**

Trustee Robertson moved to pass Resolution No. 3-24-1411. Trustee Hall seconded the motion. On a Roll Call vote:

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

NAYS: None – 0.

ABSENT: Wilson - 1.

The motion carried 5-0.

Resolution No. 3-24-1412
**A RESOLUTION AUTHORIZING INTERVENTION IN A PENDING
PROPERTY TAX ASSESSMENT APPEAL BEFORE THE ILLINOIS
PROPERTY TAX APPEAL BOARD**

(Rantoul Lodging, LLC – 946 Broadmeadow Road)

Trustee Robertson moved to pass Resolution No. 3-24-1412. Trustee Crider seconded the motion. On a Roll Call vote:

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

NAYS: None – 0.

ABSENT: Wilson - 1.

The motion carried 5-0.

Resolution No. 3-24-1413
**A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF
ROAD SALT FROM THE ILLINOIS DEPARTMENT OF CENTRAL
MANAGEMENT SERVICES IN THE AMOUNT OF \$47,000.00**

Trustee Weathersby moved to pass Resolution No. 3-24-1413. Trustee Robertson seconded the motion. On a Roll Call vote:

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

NAYS: None – 0.

ABSENT: Wilson - 1.

The motion carried 5-0.

D. Other Business

There was no other business brought before the Board.

E. Public Announcement

- A. Youth Center will hold a Ribbon Cutting & Open House on March 16, 2024 at 10:00 am
- B. Fire Department Station 2 will hold a Ribbon Cutting & Open House on March 20, 2024 from 6:00 - 8:00 pm
- C. Recreation Department will hold a Senior Luncheon March 21, 2024 from 1:30 am - 12:30 pm. Call 217-893-5700 to RSVP.

F. Closed Session

No closed session was held.

G. Adjournment

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

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

NAYS: None – 0.

ABSENT: Wilson - 1.

The motion carried 5-0.

MEETING ADJOURNED AT 6:32 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 Rescheduled Meeting of the Board of Trustees held March 14, 2024 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: March 2024 Village Applicant Demographics Report	DEPARTMENT: Administration
DATE: April 2, 2024	AMOUNT:
ATTACHMENTS: 1. HR Report - March 2024	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

Open Positions for Village of Rantoul

March 27, 2023 to March 26, 2024

Position					
	Census Report 2021	Police Officer		Experienced Police Officer	
Race		Number	Percentage	Number	Percentage
White	61.5%	53	60%	5	72%
African American	19.6%	18	20%	0	0%
Asian	1.6%	0	0%	0	0%
Native Hawaiian/Pacific Islander	0.0%	1	1%	0	0%
Hispanic/Latino	12.7%	10	11%	0	0%
American Indian	0.3%	0	0%	1	14%
Two or More Races	16.2%	6	7%	1	14%
Unknown	0.0%	1	1%	0	0%
Gender					
Male	46.8%	71	80%	5	71%
Female	53.2%	17	19%	2	29%
Unknown	0.0%	1	1%	0	0%
Total Applications					
Population Estimate, 07/01/2021	12,119	89		7	
Open / Filled					
		Full Time Position		Full Time Position	
		Police		Police	

Position					
	Census Report 2021	Firefighter		Assistant Public Works Director	
Race		Number	Percentage	Number	Percentage
White	61.5%	8	42%	22	88%
African American	19.6%	7	37%	1	4%
Asian	1.6%	0	0%	0	0%
Native Hawaiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	2	11%	2	8%
American Indian	0.3%	0	0%	0	0%
Two or More Races	16.2%	1	5%	0	0%
Unknown	0.0%	1	5%	0	0%
Gender					
Male	46.8%	17	89%	21	84%
Female	53.2%	2	11%	3	12%
Unknown	0.0%	0	0%	1	4%
Total Applications					
Population Estimate, 07/01/2021	12,119	19		25	
Open / Filled					
		Volunteer Position		Full Time Position	
		Fire		Public Works	

Open Positions for Village of Rantoul

March 27, 2023 to March 26, 2024

Position					
	Census Report 2021	Chief of Operations - Wastewater		GIS Systems Coordinator	
Race		Number	Percentage	Number	Percentage
White	61.5%	4	80%	21	66%
African American	19.6%	0	0%	1	3%
Asian	1.6%	0	0%	4	13%
Native Hawaiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	0	0%	2	6%
American Indian	0.3%	1	20%	0	0%
Two or More Races	16.2%	0	0%	1	3%
Unknown	0.0%	0	0%	3	9%
Gender					
Male	46.8%	5	100%	27	84%
Female	53.2%	0	0%	4	13%
Unknown	0.0%	0	0%	1	3%
Total Applications					
Population Estimate, 07/01/2021	12,119	5		32	
Open / Filled					
		Full Time Position		Full Time Position	
		Public Works		Public Works	

Position					
	Census Report 2021	Street & Systems Operator		Sports Complex Concession Staff	
Race		Number	Percentage		
White	61.5%	6	86%	41	35%
African American	19.6%	0	0%	34	29%
Asian	1.6%	0	0%	0	0%
Native Hawaiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	0	0%	20	17%
American Indian	0.3%	1	14%	1	1%
Two or More Races	16.2%	0	0%	21	18%
Unknown	0.0%	0	0%	0	0%
Gender					
Male	46.8%	7	100%	39	33%
Female	53.2%	0	0%	78	67%
Unknown	0.0%	0	0%	0	0%
Total Applications					
Population Estimate, 07/01/2021	12,119	7		117	
Open / Filled					
		Full Time Position		Part Time Position	
		Public Works		Recreation	

Open Positions for Village of Rantoul

March 27, 2023 to March 26, 2024

Position					
	Census Report 2021	Sports Complex Maintenance		Sports Complex Scoreboard	
Race					
White	61.5%	19	37%	15	52%
African American	19.6%	16	31%	7	24%
Asian	1.6%	0	0%	0	0%
Native Hawaiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	5	10%	2	7%
American Indian	0.3%	0	0%	0	0%
Two or More Races	16.2%	10	20%	4	14%
Unknown	0.0%	1	2%	1	3%
Gender					
Male	46.8%	35	69%	16	55%
Female	53.2%	16	31%	13	45%
Unknown	0.0%	0	0%	0	0%
Total Applications					
Population Estimate, 07/01/2021	12,119	51		29	
Open / Filled					
		Part Time Position		Part Time Position	
		Recreation		Recreation	

Position					
	Census Report 2021	Lifeguard		Aquatic Pool Manager	
Race					
White	61.5%	14	62%	6	86%
African American	19.6%	4	18%	0	0%
Asian	1.6%	0	0%	0	0%
Native Hawiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	1	5%	0	0%
American Indian	0.3%	1	5%	0	0%
Two or More Races	16.2%	1	5%	0	0%
Unknown	0.0%	1	5%	1	14%
Gender					
Male	46.8%	12	55%	3	43%
Female	53.2%	10	45%	3	43%
Unknown	0.0%	0	0%	1	14%
Total Applications					
Population Estimate, 07/01/2021	12,119	22		7	
Open / Filled					
		Seasonal Position		Seasonal Position	
		Recreation		Recreation	

Open Positions for Village of Rantoul

March 27, 2023 to March 26, 2024

Position					
	Census Report 2021	Aquatic Swim Lesson Instructor		Swim Team Coach	
Race					
White	61.5%	3	75%	2	100%
African American	19.6%	1	25%	0	0%
Asian	1.6%	0	0%	0	0%
Native Hawiian/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%	0	0%
Gender					
Male	46.8%	1	25%	2	100%
Female	53.2%	2	50%	0	0%
Unknown	0.0%	1	25%	0	0%
Total Applications					
Population Estimate, 07/01/2021	12,119	4		2	
Open / Filled					
		Seasonal Position		Seasonal Position	
		Recreation		Recreation	

Position			
	Census Report 2021	Aquatic Group Fitness Instructor	
Race			
White	61.5%	0	0%
African American	19.6%	0	0%
Asian	1.6%	0	0%
Native Hawiian/Pacific Islander	0.0%	0	0%
Hispanic/Latino	12.7%	0	0%
American Indian	0.3%	0	0%
Two or More Races	16.2%	0	0%
Unknown	0.0%	0	0%
Gender			
Male	46.8%	0	0%
Female	53.2%	0	0%
Unknown	0.0%	0	0%
Total Applications			
Population Estimate, 07/01/2021	12,119	0	
Open / Filled			
		Seasonal Position	
		Recreation	

Open Positions for Village of Rantoul

March 27, 2023 to March 26, 2024

Position					
	Census Report 2021	Total Applicants March 27, 20233 to March 26, 2024		New Hires March 2024	
Race					
White	61.5%	219	53%	29	60%
African American	19.6%	89	21%	12	25%
Asian	1.6%	4	1%	0	0%
Native Hawaiian/Pacific Islander	0.0%	1	0%	0	0%
Hispanic/Latino	12.7%	44	11%	7	15%
American Indian	0.3%	5	1%	0	0%
Two or More Races	16.2%	45	11%	0	0%
Unknown	0.0%	9	2%	0	0%
Gender					
Male	46.8%	261	63%	31	65%
Female	53.2%	150	36%	17	35%
Unknown	0.0%	5	1%	0	0%
Total Applications					
Population Estimate, 07/01/2021	12,119	416		48	
Open / Filled					
		Application Totals		New Hires	

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Village Career Opportunities	DEPARTMENT: Administration
DATE: April 2, 2024	AMOUNT:
ATTACHMENTS: 1. Now Hiring 2. Now Hiring - Seasonal	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR



Now Hiring

- Chief of Operations - Wastewater
- GIS Systems Coordinator
- Assistant Public Works Director
- Entry Level Police Officer
- Experienced Police Officer
- Firefighter

Apply Online Today!

www.myrantoul.com/jobs



Now Hiring!

Website: www.myrantoul.com/jobs



Aquatic Center

- Lifeguard
- Pool Manager
- Swim Lesson Instructor
- Group Fitness Instructor

Sports Complex

- Concession
- Maintenance
- Scoreboard



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Items from Building & Environmental Safety	DEPARTMENT:
DATE: April 2, 2024	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Contract for the Restoration of the US Air Force Minuteman Intercontinental Ballistic Missile located at 300 Borman Drive with Crispin Auto, LLC in the amount of \$39,000.00, with a contingency of \$8,000.00	DEPARTMENT: Community Development
DATE: April 2, 2024	AMOUNT: \$39,000.00 Contract <u>\$8,000.00</u> Contingency \$47,000.00 Total
ATTACHMENTS: 1. Minuteman Missile Restoration Contract 2. Missile Restoration Scope of Work	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This item provides for the restoration of the US Air Force Minuteman Intercontinental Ballistic Missile located at 300 Borman Drive. The missile's condition has continued to worsen over time. There has been much discussion about the future of the missile for quite some time, leading to the recent formation of the Intercontinental Ballistic Missile (ICBM) Sub-Committee by the Board. The ICBM Sub-Committee spent time looking at the feasibility of either demolition and removal, or restoration of the missile, which led the Community Development Department to issue a Request for Proposals for the restoration of the missile in January. Two proposals were then received in response to that RFP request. Those two proposals were shared with the ICBM Sub-Committee, and the Sub-Committee unanimously recommended proceeding with the proposal submitted by Crispin Auto, LLC. The contract provides for the restoration of the missile in place with the scope including the removal of the existing finishes; structural repair; structure protection; and surface refinishing, with work to be completed over an approximately two-month time period at a cost of \$39,000.00. The funding for the restoration is slated to come from the Village Economic Development Fund 208-0140-450.30-29. The restoration work would begin	

within 30 days of approval, and be completed within 90 days, with an anticipated contractor start date of May 1 and completion just prior to Independence Day.

After the restoration is complete, it is understood that the ICBM Sub-Committee will meet to discuss design and fundraising for additional improvements to be made around the base of the missile, including uplighting, landscaping, and a commemorative plaque for those who served at Chanute Air Force Base.

RECOMMENDED ACTION: Authorize the awarding of a contract to Crispin Auto, LLC in the amount of \$39,000, with a contingency of \$8,000, for the restoration of the USAF Missile at 300 Borman Drive

DEPARTMENT HEAD APPROVAL Chris Milliken	VILLAGE ADMINISTRATOR Scott Eisenhower
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CONTRACT
USAF MISSILE RESTORATION AT 300 BORMAN DR IN RANTOUL, ILLINOIS 61866
VRTNL-24-R-02

BY AND BETWEEN THE

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS

AND

CRISPIN AUTO, LLC

DATED AS OF MARCH 25, 2024

RESTORATION CONTRACT
USAF MISSILE AT 300 BORMAN DRIVE

THIS RESTORATION CONTRACT (this “**Contract**”) is made and entered into as of but actually executed by the parties on the dates respectively set forth to the left of their signatures below, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation (the “**Village**”) and Crispin Auto, LLC (the “**Contractor**”).

WHEREAS, the Village has made a Request for Proposals (**RESTORATION OF USAF MISSILE LOCATED AT 300 BORMAN DR, RANTOUL, IL** dated January 16, 2024 (the “**RFP**”) under and by which proposers were invited to provide proposals for any and all work, including any related labor, parts, materials, supplies and equipment in connection with the **USAF Missile Restoration Project** (the “**Project**”); and

WHEREAS, the Contractor submitted a Proposal dated February 6, 2024 (the “**Proposal**”) under and by which the Contractor proposed to perform all work required to be performed under the Contract Documents (as defined below) in connection with the Project; and

WHEREAS, the Village has determined that it is necessary and in the best interests of the Village that it enter into this Contract in order that the Contractor may provide such restoration work for and on behalf of the Village in connection with the Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, obligations and agreements herein contained, the Village and the Contractor hereby mutually covenant and agree as follows:

Section 1. The Restoration Work. The Contractor agrees to perform and/or furnish any and all restoration work, including any and all labor, parts, materials, supplies and equipment required to be performed and/or furnished under the Contract Documents (as defined below), including the submission of any and all documents, instruments and certificates required to be submitted thereunder (collectively, the “**Work**”). In material part, such Work is more particularly specified under the Scope of Work (as defined in Section 2 of this Contract below).

Section 2. Contract Documents. Incorporated into and made a part of this Contract to the same extent as if fully set forth herein, and referred to jointly together with this Contract, are the following documents (collectively, the “**Contract Documents**”):

- (a) The Scopes of Work for the Project, (the “**Scope of Work**”);
- (b) The GENERAL TERMS AND CONDITIONS (RESTORATION CONTRACT) (the “**General Terms and Conditions**”);
- (c) The Proposal Form of the Contractor dated February 6, 2024 (the “**Proposal**”).

The Contract Documents, together with any Change Orders to the Scope of Work subsequently ordered by the Village under and pursuant to the Contract Documents, shall constitute the entire agreement between the Village and the Contractor. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Village and the Contractor other

than as set forth in the Contract Documents. The Contract Documents are intended to be complementary and any requirement or obligation under any one of them shall, to the extent applicable, be construed to be a requirement or obligation under all. The provisions of each of the Contract Documents are therefore further intended to be construed together in such a manner as to give full effect to each in the context of application, but in the event of any irreconcilable conflict between or among any of the provisions of the Contract Documents, the provisions of each of the following Contract Documents, in the order named below, shall prevail:

- (a) The Scope of Work;
- (b) This Contract;
- (c) The General Terms and Conditions; and
- (d) The Proposal Form.

Section 3. Prevailing Rate of Hourly Wages. The Contractor shall pay as and to the extent required by the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) not less than the prevailing rate of hourly wages to all laborers, workers and mechanics employed by the Contractor or any subcontractor in connection with the Work. As required by such Prevailing Wage Act, the most recently revised prevailing rate of hourly wages, as determined by the Department of Labor of the State of Illinois, is attached to this Contract as notice to the Contractor of such revised rates. Contractor will comply with all requirements of the State of Illinois prevailing wage act.

Section 4. Contract Term. The Work under this Contract shall be commenced within thirty (30) calendar days after this Contract has been executed by the Village and shall continue until completed within a period not greater than ninety (90) calendar days thereafter, subject to any modifications or earlier termination as provided for in the Contract Documents (the “**Contract Term**”). The Contract Documents shall be and remain in full force and effect for the full period of the Contract Term and thereafter until the Village determines that all requirements and conditions of the Contract Documents have been met and that the Work is deemed complete. No Work shall be deemed complete unless and until it is accepted by the Village.

Section 5. Contract Amount. The Village shall pay to the Contractor, as full and complete consideration for the Contractor’s satisfactory performance of all of its obligations under the Contract Documents, except as may otherwise be specifically provided therein, a total [not to exceed] amount of **thirty-nine thousand dollars (\$39,000.00)** for all completed Work provided by the Contractor during the Contract Term, subject to the terms and conditions of the Contract Documents.

Section 6. Payment. After complete performance of the Work in accordance with all applicable provisions of the Contract Documents and upon an invoice submitted by the Contractor to the Village for such completed Work, the Village shall pay the Contractor the amount of such invoice as does not exceed the Contract Amount. Such invoice shall be in such form and detail as may be required by the Village and shall be accompanied by waivers of liens or the equivalent from all suppliers and subcontractors, if any. Such amount shall be paid by the Village within thirty (30) calendar days of the date submitted to the Village by the Contractor, provided, however, that the Village may withhold from such amount a sufficient amount of payment otherwise due to cover any or all of the following:

- (a) any defective Work not otherwise remedied by the Contractor;
- (b) any claim arising in or from the performance of the Work by the Contractor under the Contract Documents; or
- (c) any failure of the Contractor to make any proper payment in connection with the Work to any of the Contractor's laborers, workers, mechanics, suppliers or subcontractors.

Section 7. Performance and Payment Bond. At the time of the execution and delivery of this Contract, the Contractor shall submit both a Performance Bond and a Labor and Material Payment Bond or a combined Performance and Payment Bond in favor of the Village. The Contractor shall not commence any of the Work under the Contract Documents until such bond(s) have been approved by the Village. Such bond(s) shall cover such performance of the Work, including any related services, and all labor, parts, materials, supplies and equipment for the Work as described in the Contract Documents, whether by the Contractor or by any subcontractor. Such bond(s) shall remain in full force and effect for the duration of the Contract Term and thereafter as required by the Contract Documents. Such performance and payment bond(s) shall be conditioned on the full and faithful performance by the Contractor under the Contract Documents and shall be in an amount not less than 100% of the Contract Amount. Should the Contractor fail to perform as required by the Contract Documents or to pay for any services, labor, parts, materials, supplies or equipment in connection with the Work, the Village may draw upon such performance and payment bond(s) to the extent necessary to complete the Work and compensate the Village for any reasonable costs and expenses, including attorney fees, incurred by the Village in connection therewith.

Section 8. Minimum Insurance Requirements. The Contractor and any of its subcontractors may not commence any Work under the Contract Documents until the Contractor and any such subcontractors have obtained and paid for all such insurance as may be required under and pursuant to such sections, and until such insurance has been approved by the Village. The types of insurance coverages and the amounts thereof (denoted in minimum amounts) under the Contract Documents (the "**Minimum Insurance Requirements**") are attached to this Contract and made part hereof:

Section 9. Training and employment opportunities/contracts for work on Contractor Project. The contractor agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, which requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of Champaign County and contracts for work in connection with the Contractor Project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in Champaign County.

Section 10. Notices. All notices, or other communications under or in respect of the Contract Documents, shall be in writing and shall be deemed to have been given when the same are: (i) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested; (ii) personally delivered; (iii) deposited with a nationally-recognized carrier for next day delivery, delivery charge prepaid; or (iv) telecopied; in each case, to the Village and the Contractor at their respective addresses (or at such other address as each may designate by written notice to the other), as follows:

If to the Village: Village of Rantoul
Municipal Building
333 South Tanner Street
Rantoul, IL 61866
Attn: Community Development
Tel: (217) 892-6824

If to the Contractor: Crispin Auto, LLC
2786 US Route 45
Rantoul, IL 61866
Tel: (217) 607-3996

Section 11. Effective Date. This Contract and the related Contract Documents shall become effective upon respective execution and delivery of this Contract by both the Village and the Contractor.

IN WITNESS WHEREOF, on the dates set forth to the left of their respective signatures, the parties hereto have executed or have caused this Contract to be executed by proper officers duly authorized to execute the same in two (2) or more duplicate originals or counterparts, as the case may be, any one of which shall be deemed an original of this Contract.

VILLAGE:
VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS

By: _____
Charles R. Smith, Mayor

Dated: _____

ATTEST:

Janet Gray, Its Village Clerk

Dated: _____

CONTRACTOR:
CRISPIN AUTO, LLC

Julio Crispin

Dated: _____

MINIMUM INSURANCE REQUIREMENTS

1. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Board Form Property Damage):

- | | | |
|----|---|--|
| a. | Bodily Injury: | |
| | \$1,000,000.00 | Each Occurrence |
| | \$1,000,000.00 | Aggregate, Products and Completed Operations |
| b. | Property Damage: | |
| | \$500,000.00 | Each Occurrence |
| | \$500,000.00 | Aggregate |
| c. | Contractual Liability (Hold Harmless Coverage): | |
| 1. | Bodily Injury: | |
| | \$1,000,000.00 | Each Occurrence |
| 2. | Property Damage: | |
| | \$500,000.00 | Each Occurrence |
| | \$500,000.00 | Aggregate |
| d. | Personal Injury, with Employment Exclusion deleted: | |
| | \$1,000,000.00 | Aggregate |

2. Comprehensive Automobile Liability (including owned, non-owned and hired):

- | | | |
|----|--|------------------------------|
| a. | Bodily Injury:
\$1,000,000.00
\$1,000,000.00 | Each Person
Each Accident |
| b. | Property Damage:
\$500,000.00 | Each Occurrence |

3. Workers' Compensation:

- | | | |
|----|---|----------------|
| a. | State: Illinois | Statutory |
| b. | Employer's Liability: | \$500,000 |
| c. | Benefits Required by Union labor contracts: | As applicable |
| 4. | Umbrella Liability: | \$1,000,000.00 |

Scope of Work for Restoration Contract:

1. Remove Existing Finishes:

- A. Strip the surface of the missile of all existing paint and finishing products.

2. Structural Repair:

- A. Spot patch any existing rusted areas and cracked material.
- B. Replace sheet metal that is loose or missing.
- C. Re-weld remaining cracks and seams.
- D. Smooth weld lines and other remaining imperfections.
- E. Tuckpoint base of structure.

3. Structure Protection:

- A. Apply a primed base that includes fiberglass or body filler work as necessary.

4. Finishing:

- A. Recreate to size and apply vinyl stickers to replace the original painted logos and lettering.
- B. Apply a finished clear coat with a minimum 10 year delamination warranty and 5 year discoloration warranty.

5. Miscellaneous:

- A. Approved traffic control to be put in place as needed.
- B. All construction debris must be removed from the site in a timely manner and disposed of in accordance with Illinois State Laws.
- C. Some source of water must be maintained on site to keep dust down during restoration. If the Contractor wants or needs Village provided water or electrical, the Contractor must contact the Village of Rantoul Public Works department, fill out all necessary paperwork and pay all utility bills on contractor consumption through meters.
- D. It is the Contractor's responsibility to repair any street pavement damage caused during restoration per Village requirements.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Ordinance Approving Rezoning Petition ZP24-1, and Amending the Official Zoning Map for 636-640 West Champaign Avenue	DEPARTMENT: Community Development
DATE: April 2, 2024	AMOUNT: N/A
ATTACHMENTS: 1. 03-24-2769 Ordinance - Amending the Official Zoning Map (636-640 W Champaign Ave) 2. ZP24-1 Rezoning Petition & Packet	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: Erickson Enterprises, LLC, is requesting that the property located at, and commonly known as, 636-640 West Champaign Ave be rezoned from R-1 Single Family Residential to C-2 General Commercial to allow for the construction of a Culver's Restaurant at that location. No correspondence or testimony was received from neighboring property owners expressing any specific concerns or objections to the request. The property is directly adjacent to existing commercial developments, including the Jimmy Johns location, which was rezoned in 2016 to accommodate that development. The lot directly to the west was rezoned last year to accommodate development of a Busey Bank facility, which should be under development this year as well. The requested rezoning would be consistent with the Village's adopted Future Land Use Map. The Planning & Zoning Commission recommended approval of the request by a 7-0 vote, and Staff supports approval of this request.	
RECOMMENDED ACTION: Approve Ordinance Amending the Zoning Map to rezone 636-640 West Champaign Ave from R-1 Single Family Residential to C-2 General Commercial.	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

Chris Milliken	Scott Eisenhower
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ORDINANCE 2769

**AN ORDINANCE
AMENDING THE OFFICIAL ZONING MAP
(636-640 West Champaign Ave)**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 9th day of April, 2024, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE 2769

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP (636-640 West Champaign Ave)

WHEREAS, under and pursuant to Section 46-36, Official Zoning Map, of ARTICLE III, 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, Erickson Enterprises, LLC, as prospective purchaser, has filed with the Commission a request for a change in zoning classification from the R-1 Single Family Residential Zoning District to the C-2 General Commercial District (the **“Requested Zoning Change”**) for the parcel of real estate located generally at 636-640 West Champaign Ave., within the Village, more particularly described as follows (the **“Parcel”**):

Lots 15, 16, 17, and 18 of Murray’s Subdivision to Rantoul, Village of Rantoul, Champaign County, IL; containing 1.1 acres more or less.

PINs: 20-09-03-102-010, 20-09-03-102-023, and part of 20-09-03-102-024; and

WHEREAS, notices of a public hearing (the **“Notices”**) to be held at 6:00 p.m., on Thursday, March 28, 2024, 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 March 11, 2024; (ii) mailed to the last known taxpayers of record adjacent to or within 250 feet of the Parcel on March 8, 2024, and (iii) posted with a sign on the Parcel on March 8, 2024, 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 March 28, 2024, 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 March 28, 2024 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 9th day of April, 2024.

Village Clerk

APPROVED this 9th day of April, 2024.

Village President

REZONING PETITION

#ZP24-1

Erickson Enterprises LLC

626-640 W Champaign Ave

Zoning Case Number: 2024-
Date of Filing: 3/4/2024
[For Village Use Only]

Present Zoning Classification: R-21 VCM

Proposed Zoning Classification: C-2

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

Construct and operate a Culvers Restaurant

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.

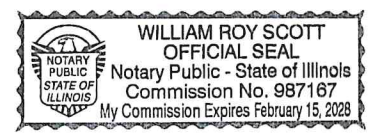
DATED this 24 day of March, 20 24.

[Signature] Manager
Applicant Signature

Applicant Signature

Subscribed and sworn to before me this 4 day of March, 20 24.

[Signature]
Notary Public



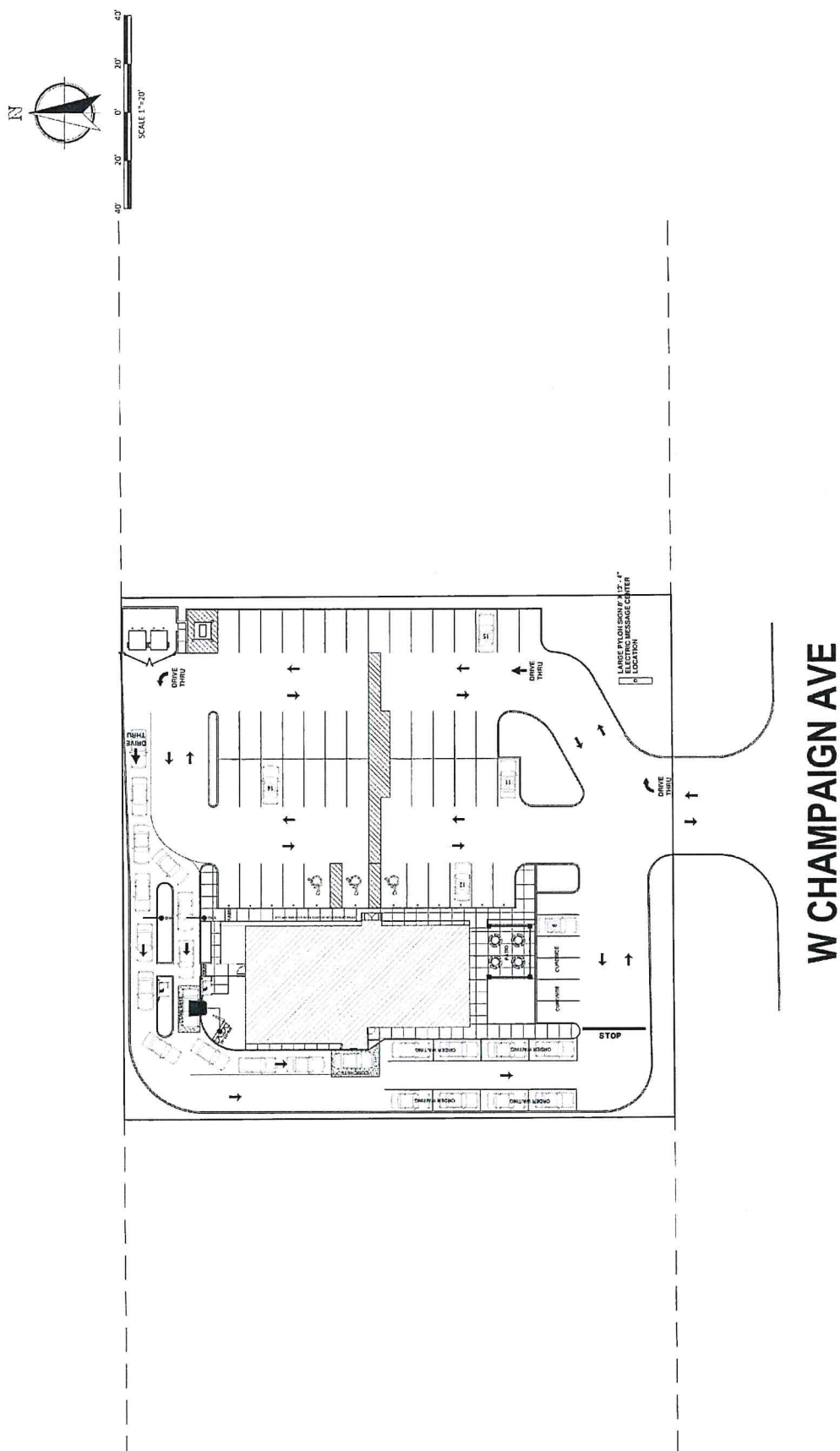


Exhibit 5

South

Linders Limited LLC 1605 S State St Suite 1A Champaign IL 61820	20-09-03-151-004
Buddy Bells Land Holdings LLC % Nick Kallergis PO Box 379 Fontana WI 53125-0000	20-09-03-152-001
Pagitt Ronald W & Alison M 625 W Champaign Ave Rantoul IL 61866-	20-09-03-152-019
Dan W Rawlings Trust Debra J Rawlings Trust 621 W Champaign Avenue Rantoul IL 61866	20-09-03-152-020
Pforr David L and Gayle Pforr 617 W Champaign Ave Rantoul IL 61866-2101	20-09-03-152-021
Bernard & Wardiene Joiner 613 W Champaign Ave Rantoul IL 61866-2101	20-09-03-152-022
Bonham Joseph E & Barbara 609 W Champaign Ave Rantoul IL 61866-2101	20-09-03-152-003

East

Gordon Family Farms 136, LLC C/O Stephen A Gordon 1421 A County Road 2900 North Rantoul IL 61866-0000	Part of 20-09-03-102-024
Brooks Mark D 616 W Champaign Ave Rantoul IL 61866-2120	20-09-03-102-017

North

Murray Trust	20-09-03-101-003
Joe Murray	
3061 County Road 1500 E	
Rantoul IL 61866-9775	

West

Busey Bank Attn: Sheri Boberg	20-09-03-102-021
201 W Main Street	
Urbana IL 61801-0000	

Apgar Investments LLC	20-09-03-102-025
1240 E County Rd 1250N	
Tuscola IL 61953-7804	

Consent to the Application For Zoning Change of Erickson Enterprises LLC

The undersigned, Gordon Family Farms 136, LLC, the owner of the properties identified by parcel numbers 20-09-03-102-010, 20-09-03-102-023 and part of 20-09-03-102-024 do hereby consent to the Application for Zoning Change submitted by Erickson Enterprises LLC.

March 4, 2024

Gordon Family Farms 136, LLC

By: 
Manager



PLANNING & ZONING DIVISION **PRELIMINARY STAFF REPORT**

PETITION: **ZP24-1**

DATE PREPARED: **3/12/2024**

A. IDENTIFYING INFORMATION

REQUEST: The petitioner Erickson Enterprises, LLC is requesting that the property commonly known as 636-640 West Champaign Ave. be rezoned from R-1 (Single Family Residential) to C-2 (General Commercial) to allow for the construction of a new Culvers Restaurant at that location.

DATE PETITION FILED: 03/04/2024

SITE DESCRIPTION: The site is on the North side of West Champaign Ave. between Murray Rd. and East Ave. and is approximately 213 feet in width (East/West) and 230 feet deep (North/South). The property is approximately 1.1 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 Culvers Restaurant as well as associated site development of parking, lighting, landscaping etc.

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 Restaurant
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?

To be determined

2. HAVE PARKING SPACE REQUIREMENTS BEEN MET?

To be determined

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.

1. Has there been a considerable change in the land use pattern of the area in the past 10 years? No

2. Will change be contrary to the general welfare? (i.e. excessive noise or traffic) No

3. Would the proposed change jeopardize public safety in the vicinity of the property? (i.e. dangerous traffic patterns) No

4. Would the change adversely influence living conditions in the vicinity due to any type of pollution? No

5. May property values in the vicinity be adversely affected by change? No

6. Will the proposed change create a conflict with existing neighboring uses? No

7. Would change substantially alter the population density of the area and thereby harmfully increase the load on public facilities? No

8. Are there other sites in the neighborhood with this proposed use in existence? No

9. Would the change result in significant private investment which would be beneficial to the redevelopment or revitalization of a deteriorating area? N/A

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 450 to 500 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 types of 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 636-640 West Champaign Ave from R-1 to C-2 General Commercial to allow for the construction of a Culver's Restaurant 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 two lots to the West was approved in 2016 with a commercial development now occupying that site; and the rezoning of the lot directly adjacent on the West side was approved in 2023, with commercial development of that site currently underway.

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.**

626-640 W Champaign Ave

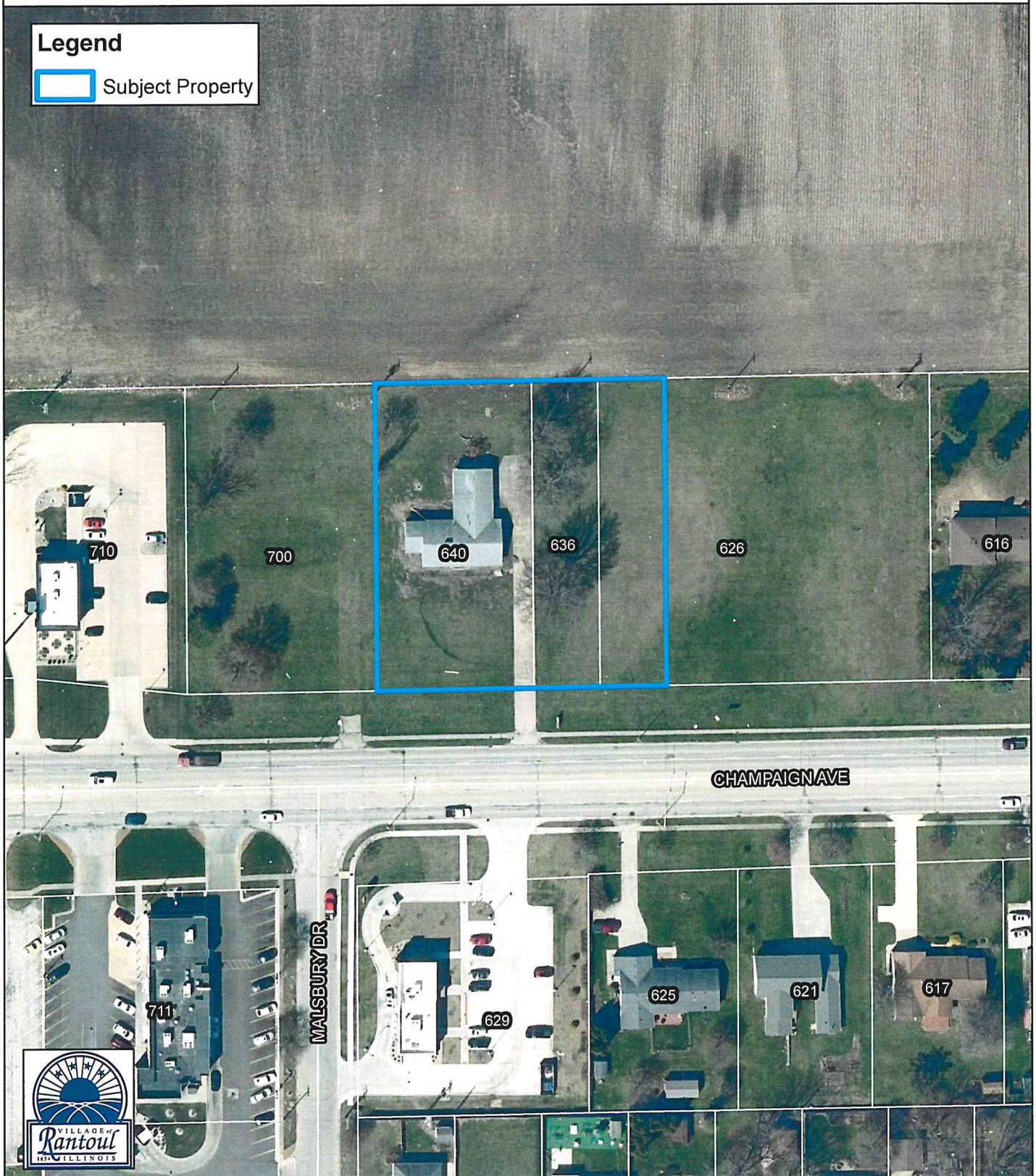
Aerial Acquired - Spring 2023

0 50 100 200 Feet

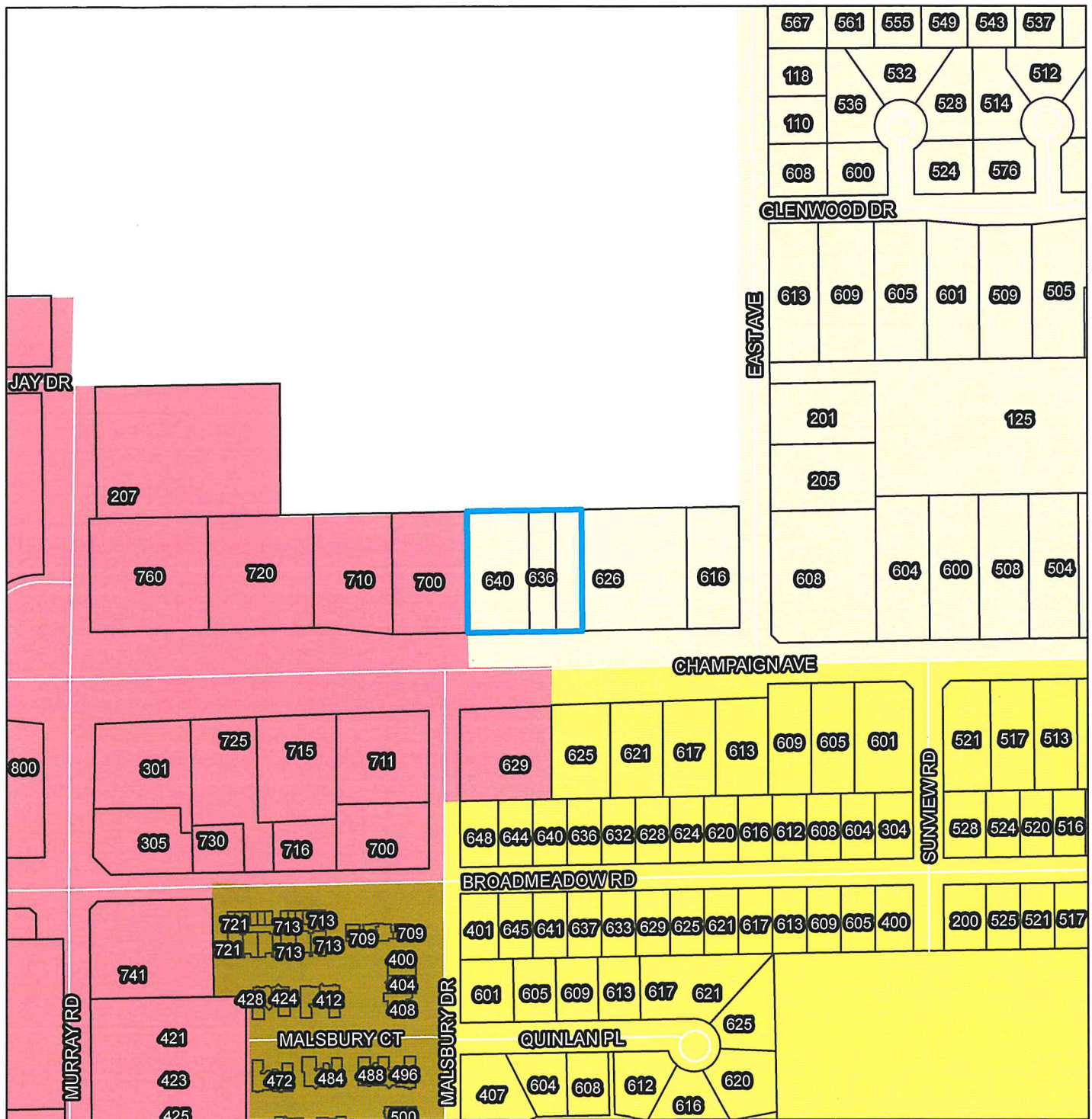


Legend

 Subject Property



1 inch = 100 feet



 Subject Property

Zoning Code

-  C-2 General Commercial
-  R-1 Single Family Residential
-  R-2 Single Family Residential
-  R-4 Multifamily Residential

Village of Rantoul

Official Zoning

626-640 W Champaign Area

March 5, 2024



0 100 200 400 Feet

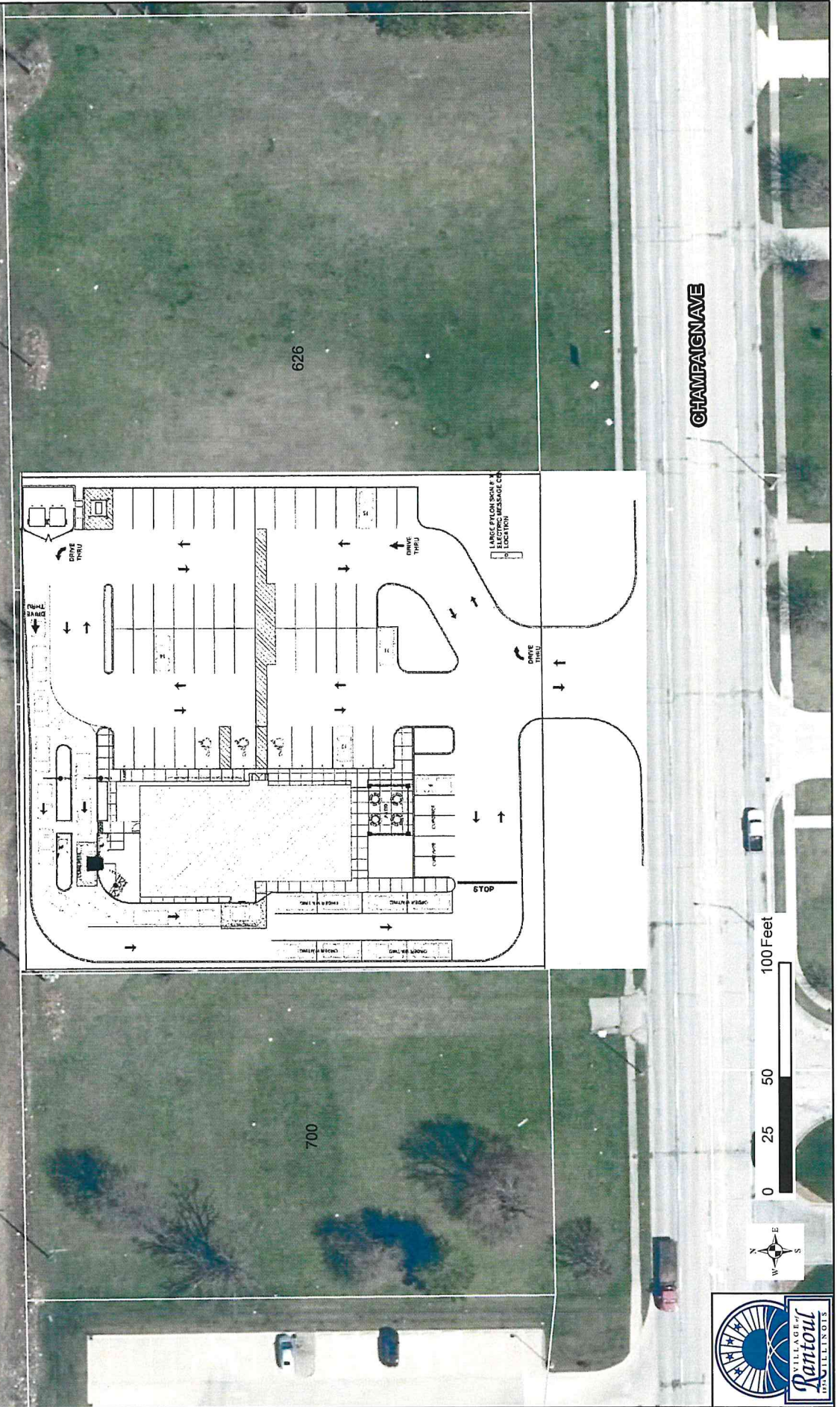


Village of Rantoul Culvers Proposed Site Plan

Map Created: 3/6/2024

Legend

 TaxParcelsAssessed





333 S. Tanner Street
Rantoul, IL 61866

Phone 217.892.6800
Fax 217.892.5501

March 5, 2024

«OWNER»
«IN_CARE_OF»
«OWNER_ADDRESS»
«CITY», «ST» «ZIP»

Re: Notice of Public Hearing on Application for a Change in Zoning Classification at 626-640 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, March 28, 2024
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 626-640 W Champaign Ave. This change is being requested to allow for the construction of a Culver's Restaurant at that location. The prospective purchaser, Erickson Enterprises, LLC 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

PROPERTY ADDRESS	PIN	OWNER	OWNER ADDRESS	CITY	ST	ZIP
617 W CHAMPAIGN	200903152021	DAVID L PFORR	617 W CHAMPAIGN AVE	RANTOUL	IL	61866-2101
621 W CHAMPAIGN	200903152020	DAN W RAWLINGS DEBRA J RAWLINGS TRUST	621 W CHAMPAIGN AVE	RANTOUL	IL	61866-2101
625 W CHAMPAIGN	200903152019	RONALD W & ALISON M PAGITT	625 W CHAMPAIGN AVE	RANTOUL	IL	61866
629 W CHAMPAIGN	200903152001	BUDDY BELLS LAND HOLDINGS LLC % NICK KALLERGIS	PO BOX 379	FONTANA	WI	53125
711 W CHAMPAIGN	200903151004	LINDERS LIMITED LLC	1605 S STATE ST SUITE 1A	CHAMPAIGN	IL	61820
616 W CHAMPAIGN	200903102017	MARK D BROOKS	616 W CHAMPAIGN AVE	RANTOUL	IL	61866-2120
626 W CHAMPAIGN	200903102024	GORDON FAMILY FARMS 136, LLC	1421 A C R 2900 NORTH	RANTOUL	IL	61866
700 W CHAMPAIGN	200903102021	BUSEY BANK	201 W MAIN ST	URBANA	IL	61801
710 W CHAMPAIGN	200903102025	APGAR INVESTMENTS LLC	1240 E COUNTY RD 1250N	TUSCOLA	IL	61953-7804
-	200903101003	MURRAY TRUST %JOE MURRAY	3061 COUNTY ROAD 1500 E	RANTOUL	IL	61866-9775



333 S. Tanner Street
Rantoul, IL 61866

Phone 217.892.6800
Fax 217.892.5501

MEMORANDUM

TO: Cody Erickson
Erickson Enterprises, LLC
250 S Diversatech Drive
Manteno, IL 60950

FROM: Christopher Milliken

DATE: 3/5/2024

SUBJECT: Rantoul Planning & Zoning Commission Meeting

Please be advised that your request for a change of zoning at 626-640 W Champaign Ave will be heard at the Planning and Zoning Commission meeting on **Thursday, March 28, 2024 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, March 28, 2024 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 Erickson Enterprises, LLC, as petitioner, for a change in zoning classification from the R-1 Single Family Residential to the C-2 General Commercial District for the parcel of real estate generally located at 626-640 W Champaign Ave., Rantoul, Illinois, more particularly described as follows:

Lots 15, 16, 17 and 18 of Murray's Subdivision to Rantoul, Village of Rantoul, Champaign County, IL; containing 1.1 acres more or less.
PINs: 20-09-03-102-010, 20-09-03-102-023 and part of 20-09-03-102-024

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

1069787 3/11

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Resolution Authorizing a Request for EDA's Release of Federal Interest in the Village's EDA funded Revolving Loan Fund Program	DEPARTMENT: Community Development
DATE: April 2, 2024	AMOUNT: N/A
ATTACHMENTS: 1. Resolution 04-24-1414 - Request for US EDA to Release Federal Interest	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: Back in 1993, the U.S. Economic Development Administration provided a \$1,023,707 grant to the Village of Rantoul to create a Revolving Loan Fund (RLF). The grant required the Village to provide a 25% local match at that time, which amounted to \$341,236. Now, some 30 years later, a total of 50 loans have been made thru the EDA RLF program totaling \$8,232,267 in funds loaned, with those loan funds leveraging an additional \$65,206,500 in non RLF funding. As of October 31, 2023, the RLF had a capital base of \$1,805,114. The recently enacted Reinvigorating Lending for the Future Act authorizes EDA to release its federal interest in Revolving Loan Fund awards that have operated satisfactorily for at least seven years beyond the initial disbursement of grant funds. By requesting EDA to defederalize the RLF funds the Village would see a reduced administrative burden in terms of reporting and auditing requirements and the Village could also choose to utilize the funds for broader economic development purposes. With the EDA's approval of our request to have the funds defederalized, the intent would be to continue to operate an RLF for Economic Development purposes, but the program itself and the loans made would now be free of federal restrictions.	
RECOMMENDED ACTION: Board approval of a resolution requesting EDA to release the federal interest in the Village's EDA funded Revolving Loan Fund Program.	
DEPARTMENT HEAD APPROVAL Chris Milliken	VILLAGE ADMINISTRATOR

RESOLUTION 04-24-1414

**A RESOLUTION AUTHORIZING A REQUEST
FOR THE US ECONOMIC DEVELOPMENT ADMINISTRATION
RELEASE OF FEDERAL INTEREST IN THE
VILLAGE'S EDA FUNDED REVOLVING LOAN FUND**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) applied for and was awarded a US Economic Development Administration (“**EDA**”) Revolving Loan Fund (“**RLF**”) award in 1993; and

WHEREAS, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village approved and adopted a revised EDA Revolving Loan Fund Plan via Ordinance 2537 on August 8th, 2017; and

WHEREAS, The EDA has recently been authorized to release its federal interest in certain RLF awards that have operated satisfactorily for at least seven years beyond the disbursement of funds; and

WHEREAS, with the EDA’s approval of the release of its federal interest in the Village’s RLF, the Village would see a reduction in the burden of administering the RLF, as well as be afforded the ability for the RLF award funds to be used for broader economic development purposes; and

WHEREAS, the Corporate Authorities of the Village desire to request EDA’s release of the federal interest in the Village’s RLF;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, ILLINOIS, as follows:

Section 1. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the necessary paperwork to request the EDA’s release of Federal interest in the Village’s RLF.

Section 2. That with EDA’s release of Federal interest in the Village’s RLF, the RLF funds will continue to be utilized for Economic Development purposes, and will continue to fund a Village administered RLF.

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

PASSED this 9th day of April, 2024.

\

Village Clerk

APPROVED this 9th day of April, 2024.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Purchase of a Replacement Toro Mower for the Recreation Department from MTI Distribution Equipment in the amount of \$152,982.62, with a contingency fund of \$7,017.38, for a total amount of \$160,000.00	DEPARTMENT: Public Works
DATE: April 2, 2024	AMOUNT: \$152,982.62 <u> \$7,017.38 </u> Contingency \$160,000.00 Total
ATTACHMENTS: 1. Recreation Mower 2. MTI Distributing Equipment Quote	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This Agenda Item provides for the purchase of a replacement Toro mower for the Recreation Department. The existing Toro Machine #761 is a model year 2011, and it has 6750 hours. It will be moved to solely a snow blowing machine next winter. Pictures of the unit are attached for reference. The Toro mower is currently being used by the Recreation Department to mow EDC areas. It is consistently at fleet maintenance for repairs. The new Toro mower is offered through a joint purchasing Omnia Partners, which the Village of Rantoul is a member (#4004092). Omnia Partners is an organization that conducts the bidding, and they award of a wide range of equipment and products for governmental and educational organizations. The Omnia Contract for Toro is #2017025. The lowest responsive, Omnia Partner approved vendor, proposal was provided by MTI Distributing Equipment in the amount of \$152,982.62. The quote included a 2024 Toro Groundsmaster 5910 (T4). A contingency fund of \$7,017.38 is requested for any modifications and increasing commodity prices. Replacement of the Toro mower is included in the current EDC Division Fiscal Year 2025 Budget - Account 585-0140-450.75-40.	
RECOMMENDED ACTION: Authorize the purchase of a replacement Toro Mower in	

the Recreation Department from MTI Distribution Equipment in the amount of \$152,982.62 with a contingency fund of \$7,017.38 for any unforeseen requirements.

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

VILLAGE ADMINISTRATOR
Scott Eisenhauer





MTI Distributing
Equipment Quote
February 27, 2024



Village of Rantoul

Quote Expiration Date: 4/27/2024

OMNIA PARTNERS CONTRACT PRICING - CONTRACT #2017025

Qty	Model Number	Description	Quote Price Each	Quote Price Extended
1	31699	Groundsmaster 5910 (T4)	\$150,886.32	\$150,886.32
10	93-5973	10 Inch Foam Filled Caster Wheel Assembly	\$209.63	\$2,096.30
Village of Rantoul Omnia Partners Member #4004092			Equipment Total	\$152,982.62
			6.25% Sales Tax	Exempt
			Total	\$152,982.62

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

Net 30 Terms with qualified credit

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

Equipment delivery and set-up at no additional charge

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

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

JP Bliss
Outside Sales Representative
314-873-3322

Karen Wangenstein
Inside Sales Representative
763-592-5643

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

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

Name:

Signature:

Date:

GROUNDMASTER® 5900/5910 SERIES



GROUNDMASTER® 5900/5910



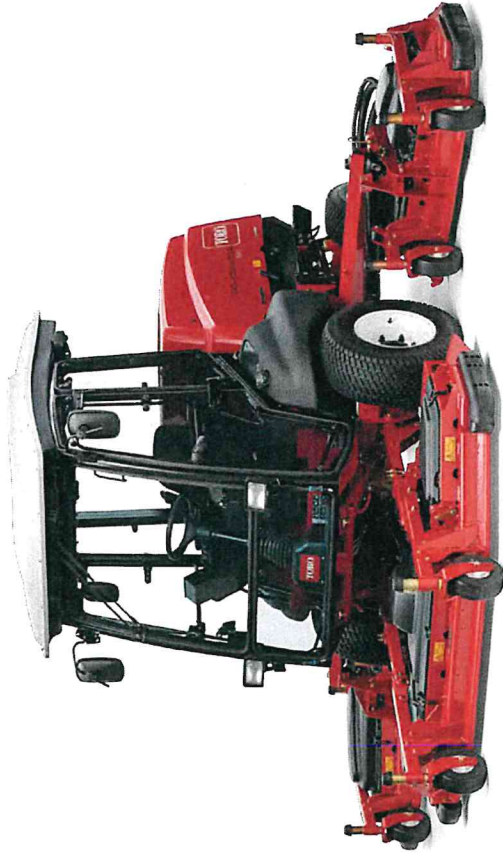
GROUNDMASTER® 5900/5910

5900 & 5910 rotary mowers offer an impressive 16 foot (4.88 meter) cutting width.

The three independent deck design provides superior ground following for excellent cut quality and maneuverability for trimming around obstacles, as well as making transport effortless. Mow with one, two, or all three decks, varying the width of cut on the fly to maintain diverse areas with obstacles or tight spaces.



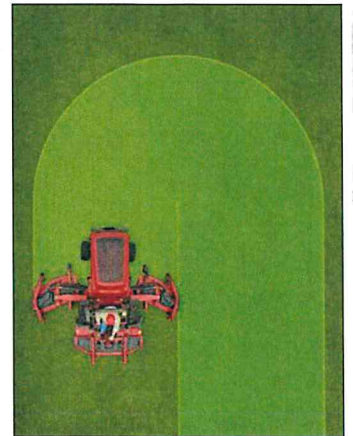
Groundmaster 5900



Groundmaster 5910

» PRODUCTIVITY AT EVERY TURN

- No uncut grass left behind in 180 degree turns - without wheel brakes - allows you to easily mow striping patterns without leaving any grass uncut.



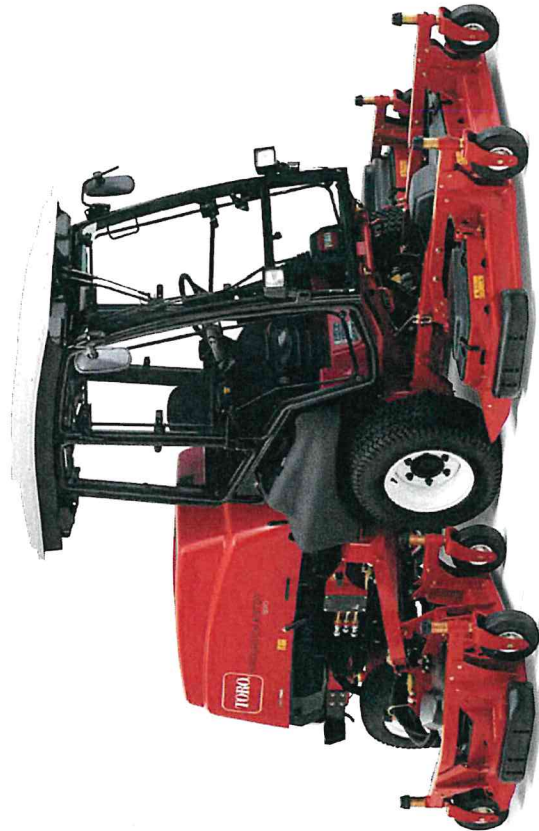
» GET ALL THE TRIMMINGS

- Powerful, nimble, and the ability to vary the width of cut means this one machine can complete big jobs by trimming around trees and other objects in addition to wide open areas.

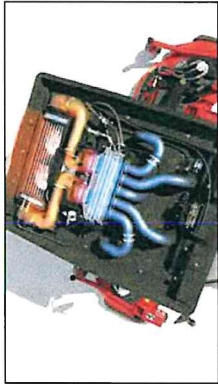
GROUNDMASTER® 5910

Comfort – Amazingly Quiet, Enhanced Productivity.

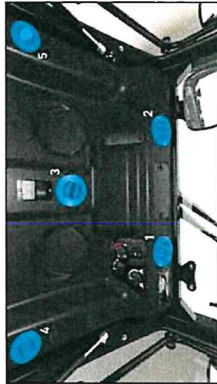
Factory installed, all-season, noise sequestered, climate-controlled safety cab for all-day comfort and operator protection. Quiet cabin achieved through a specially designed low-noise, variable speed cooling fan. (5910 model)



Groundmaster 5910



Fully adjustable air balance control for all conditions.



Five adjustable air vents for all-day comfort.

Groundmaster 5900 Accessories | Two-Post ROPS Extension System.



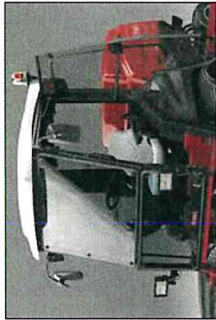
Two-Post ROPS Extension Kit:
Base steel frame attaches to exiting ROPS; includes a white sunshade.



Tempered Glass Windshield:
Similar safety glass used in Toro all-season safety cabs.

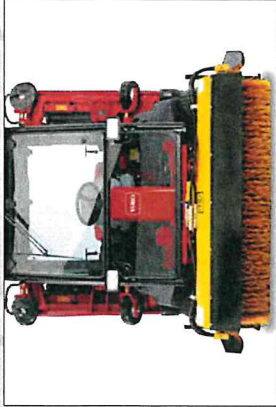


Thermoplastic Windscreen Kit (GM5900): Abrasion-resistant polycarbonate windscreen.

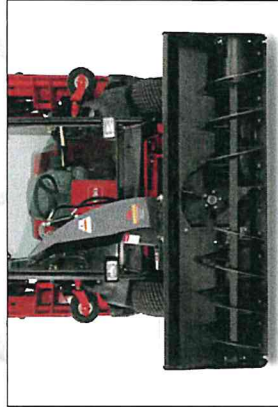


Safety and Security Cage:
Locking steel mesh side doors; includes the abrasion-resistant polycarbonate wind screen. Increased vandalism deterrence and operator protection from golf balls.

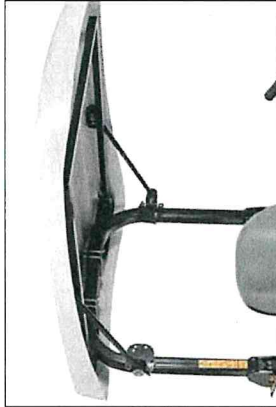
ATTACHMENTS/ACCESSORIES WORK WITH 5900 & 5910 MODELS



ROTARY BROOM



SNOWTHROWER



SUNSHADE

OTHER AVAILABLE ACCESSORIES

LED WORK LIGHT KIT

ROTATING BEACON

LEAF MULCHING KIT

WINDSHIELD WIPER KIT

SPECIFICATIONS

GROUNDMASTER® 5900/5910 SERIES

	GROUNDMASTER 5900	GROUNDMASTER 5910
MODEL		
ENGINE	Yanmar 3.3L, EPA Tier 4 Final and EU Stage V emissions compliant, turbocharged diesel with direct injection and electronic high-pressure common rail. 72 hp (53.7 kW) @ 2500 rpm, Torque: 206 lbf•ft (279 N•m) @ 1625 rpm Displacement: 202 cu. in. (3.3 L).	
COOLING SYSTEM	24V dual electric fan banks for separate engine radiator and hydraulic oil cooling; fan banks are variable speed, with auto-reverse feature (SmartCool®, based on coolant and oil temps), radiator is cross flow, 3 rows, 9 fins per in. (FPI). Hydraulic oil cooler is crossflow, 6 FPI. Cooling fan banks tilt away for fast, easy cleaning.	
CAPACITIES	Fuel: 35 gal (132 L) Hydraulic: 19 gal (71.9 L) Engine Oil w/filter: 11 qt (10.4 L) Coolant: 13.5 qt (12.7 L) (Model 31698), 18 qt (17 L) (Model 31699)	
HYDRAULIC SYSTEM	Capacity: 19 gal (71.9 L) reservoir, Remote spin-on charge filter, Oil: Toro premium all-season extended life PX Hydraulic Fluid.	
POWERTRAIN	Full time automatic forward and reverse 4WD in low (mow) range. Front wheel drive in transport. Parallel hydrostatic, closed loop with cross wheel traction (CrossTrax™) design; traction drive pump: variable displacement piston, servo control. Front drive: 2-speed, fixed displacement high torque, low speed radial piston motors. Rear drive: single speed, fixed displacement, high torque, low speed radial piston motors. Smart Power® feature controls traction speed to maintain optimal cutting blade speed.	
PRODUCTIVITY	Infinitely variable speed. Forward speeds: mow: 0-10.8 mph (17.4 km/h) Transport: 0-20 mph (32.2 km/h). Reverse speeds: mow 0-5.7 mph (9.2 km/h), transport: 0-10.5 mph (16.9 km/h) transport. Speed control: Electronic, limits max speed. Maximum productivity: 20.8 acres/hr. (8.4 ha/hr).	
TIRES/WHEELS	Front: 29x12.00-15, 6 ply rating, 32 psi; Rear: 23x10.50-12, 6 ply rating, 30 psi;	
INSTRUMENTATION	Onboard LCD (InfoCenter™) display shows customizable gauges, service reminders, advisories/faults and troubleshooting assistance. Indicates fuel level, coolant temp, hydraulic oil temp, engine glow plug, low oil pressure, air cleaner restriction, 12 and 24 volt alternator voltage output, engine hours and rpm, and engine DPF regeneration.	
ELECTRICAL SYSTEM	Main: 12 volt system; Alternator: 12V, 80 amp, supplied w/ engine. Battery: 1380 CCA (2x 690 CCA). Cooling Fans, Engine/Hydraulic cooling: 24 volt system; Alternator: 24V, 105 amp w/ remote sense; Battery: 350 CCA; Disconnect ON/OFF switch for 12 & 24 volt service safety. Service: Dynamic, hydrostatic 4WD in low range. Front wheel drive braking in high range. Parking: Electrohydraulic controlled via double-motion rocker switch. Spring applied, hydraulic released. Internal to front wheel motors. Automatically applies with engine OFF or key OFF Manual override from operator platform for servicing.	
CONTROLS	Control arm, right armrest, travels with seat and suspension. Deck lift/lower, electrohydraulic switches. Throttle; electronic, variable. Traction pedal, electronic. Park brakes: double-motion switch. Steering; hydrostatic load sensing. Other: High/low range, PTO, cruise control, lights (31698 only), horn, key switch, wing deck transport latches (manual).	
OPERATOR STATION	Operator platform: isolated rubber mounted. Seat: 4 way adjustable with vinyl (31698) or cloth (31699) cushions standard. Suspension: air-ride with 3 in. (7.6 cm) of adjustability. Steering: power and adjustable tilt. Traction Pedal: adjustable angle uses position sensor. Storage box, cup holder, and 12 volt power outlet, double USB port, standard.	
STEERING	Uncut circle – 0" diameter. Turning radius – 86" (218 cm)	
WEIGHT	6,710 lbs. (3043 kg) w/full fluids (31698), 7,304 lbs. (3313 kg) w/full fluids. (31699)	
DIMENSIONS	Width: Transport: 8.25 ft (2.51 m), Mow: 16.6 ft (505 cm) Length: 14.5 ft (4.42 m) Height: 7 ft (2.16 m) (31698), 7.9 ft (2.41 m) (31699) Wheelbase: 6.4 ft (1.96 m)	
GROUND CLEARANCE	10.3 in (26.1 cm)	
WARRANTY	Two-year limited warranty. Refer to operator's manual for further details.	

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Ordinance Authorizing Power Sales Contract and Capacity Purchase Agreement with Illinois Municipal Electric Agency (Commencing on 10-01-35)	DEPARTMENT: Public Works
DATE: April 2, 2024	AMOUNT:
ATTACHMENTS: 1. IMEA Cover Letter 2. IMEA Contract Extension Talking Points 3. 04-24-2768 Ordinance - Authorizing Power Sales Contract and Capacity Purchase Agreement with IMEA (10-01-35) 4. IMEA Power Sales Contract 5. IMEA Capacity Purchase Agreement	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This Agenda Item provides for the execution of a new Power Sales Contract, and a new Capacity Purchase Agreement, with the Illinois Municipal Electric Agency (IMEA) for the <u>delivery period commencing October 1, 2035</u>. Under the IMEA's current Power Sales Contracts and Capacity Purchase Agreements, IMEA has provided the Village of Rantoul with reliable, affordable, and sustainable, and more importantly, stable, power and energy needs for several decades. The current Power Sales Contract and Capacity Purchase Agreement is set to expire on September 30, 2035. In order to plan for and ensure that resources are in place to continue meeting the Village's long- and short-term power and energy needs at favorable prices, and to continue meeting the obligations imposed on Rantoul as a load serving entity by the Regional Transmission Organization that controls the region where your community is located, IMEA is requesting that the Village and its other Participating Members continue their relationship as all-requirements purchasers from IMEA beyond September 30, 2035, by approving and executing new Power Sales Contracts and new Capacity Purchase Agreements with IMEA. To that end, and pursuant to the IMEA Board of Director's approval of the form of the	

new contracts at the meeting held on February 15, 2024, attached are the new Power Sales Contract and Capacity Purchase Agreement with IMEA for the Village that reflect IMEA's continued commitment to supply Rantoul's power and energy needs. The new Power Sales Contract is for the delivery period of October 1, 2035 through May 31, 2055.

Attached for reference are the IMEA contract extension talking points:

- Why IMEA?
- What is the process?
- Why extend now, when the contract does not end until 2035? (Seems eleven years early)
- Extended contract is much like the current contract
- The Village continues to receive capacity payments for local generation
- New Member Directed Resource (MDR) Option

The Village is an active and involved member of the IMEA, and the Village has an excellent working relationship with the member communities and suppliers, so there are no concerns with extending this working relationship.

An Ordinance of the Village of Rantoul, authorizing the execution of a new Power Sales Contract and a new Capacity Purchase Agreement with the Illinois Municipal Electric Agency for the delivery period commencing October 1, 2035 must be approved by the Board of Trustees.

RECOMMENDED ACTION: The approval of an Ordinance of the Village of Rantoul, authorizing the execution of a new power sales contract and a new capacity purchase agreement with the Illinois Municipal Electric Agency for the delivery period commencing October 1, 2035.

DEPARTMENT HEAD APPROVAL Jacob D McCoy, P.E.	VILLAGE ADMINISTRATOR Scott Eisenhauer
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February 29, 2024

Jake McCoy
Village of Rantoul
200 W. Grove Ave.
Rantoul, IL 61866

Re: IMEA Power Sales Contract and Capacity Purchase Agreement

Dear Jake,

Under the Illinois Municipal Electric Agency's ("IMEA's") current Power Sales Contracts and Capacity Purchase Agreements, IMEA has provided the Village of Rantoul with reliable, affordable, and sustainable—and more importantly, stable—power and energy needs for several decades. The current Power Sales Contracts and Capacity Purchase Agreements are set to expire on September 30, 2035. In order to plan for and ensure that resources are in place to continue meeting your community's long- and short-term power and energy needs at favorable prices and to continue meeting the obligations imposed on Rantoul as a load serving entity by the Regional Transmission Organization that controls the region where your community is located, IMEA is requesting that Rantoul and its other Participating Members continue their relationship as all-requirements purchasers from IMEA beyond September 30, 2035, by approving and executing new Power Sales Contracts and new Capacity Purchase Agreements with IMEA.

To that end, and pursuant to the IMEA Board of Director's approval of the form of the new contracts at the meeting held on February 15, 2024, enclosed are two (2) originals of the new Power Sales Contract and Capacity Purchase Agreement with IMEA for the Village that reflect IMEA's continued commitment to supply Rantoul's power and energy needs. The new Power Sales Contract is for the delivery period of October 1, 2035 through May 31, 2055. IMEA requests that the new contracts be executed by the Village of Rantoul through signature by Rantoul's Village President after approval by the Village Board of Trustees. The terms and conditions of these contracts, as provided, shall be available through May 31, 2025. In order to determine the amount of resources needed to serve the loads of all Participating Members during the future delivery period, the IMEA Board of Directors has authorized holding the offer of these new contracts open through May 31, 2025. These new contracts will not be offered beyond that date without further authorization from the IMEA Board of Directors.

Please return the signed documents and a copy of the Ordinance adopted to approve the contracts to IMEA's office using a courier service that offers tracking information such as FedEx. IMEA will cover the cost of the return service. When you are ready to do so, please contact IMEA's Administrative Assistant, Sarah Cody, at (217) 789-4632, and she can help arrange the return for you. Upon receipt of those documents, IMEA will then seek approval and full execution of the Village's new Power Sales Contract and new Capacity Purchase Agreement at the next IMEA

Board of Directors meeting following the Village's execution thereof, with the then-fully executed document returned to you for your records. Additionally, please email the approved minutes of the Village Board of Trustees meeting wherein the contracts were approved to thall@imea.org for IMEA's records.

We greatly appreciate the long-term partnership that your community shares with the other participants of IMEA and we look forward to continued success. As always, should you want a representative of IMEA to discuss this with you or your governing body, we will make arrangements to attend an upcoming Board of Trustees meeting at your request.

Best regards,

A handwritten signature in black ink, appearing to read "Kevin M. Gaden". The signature is fluid and cursive, with the first name "Kevin" and last name "Gaden" being more prominent than the middle initial "M".

Kevin M. Gaden
President & CEO

IMEA Contract Extension Talking Points

For Members with Behind the Meter Generation

Why IMEA?

- Your city has had great success with IMEA: The energy costs that IMEA controls (as opposed to transmission costs paid to others) are lower now than they were 10 years ago.
- IMEA is a trusted partner that combines the efforts and resources of municipal electric utilities coming together for the common good. Being a part of the joint action agency of IMEA allows municipalities to operate with stability and be successful in today's complex energy industry.
- Your city and cities like yours formed this non-profit agency 40 years ago to help municipal electric utilities secure wholesale power supply at affordable and reliable rates.
- You are the agency. Your municipality has a seat on the board, a voice on all policy matters. No other electric supplier is going to give you that direct local control in your power supply.
- Baked into the IMEA power costs is access to expertise, resources and services that your city staff utilizes that no other electric supplier will provide.
- Ask your municipal electric staff the value of what IMEA and its staff brings to your community's overall success in serving your electric customers at a very high level. IMEA makes your utility better overall.

What is the process?

- Contract was designed by a working group of IMEA Board Members – people who represent and work at Illinois municipal electric systems. It is designed specifically with the best long-term needs of the IMEA member cities in mind.
- Extension runs from October 31, 2035 (end of current contract) – May 31, 2055.
- The IMEA Board approves the contract that will be presented to all of the IMEA city councils for their individual approval.
- Your council will have an open time frame to approve/execute the contract – March 1, 2024 – April 30, 2025.

Why extend now, when the contract does not end until 2035? (Seems 11 years early)

- IMEA needs to work NOW to transition and replace resources that are going offline between now and 2035, with a goal of net-zero energy production by 2050.
- Without extensions, IMEA can't make agreements to procure power for members beyond 2035.
- The best power supply deals are 20-year deals – 20 to 30% lower pricing than shorter term deals. With only 11 years left on the member contracts, IMEA can't enter into those 20-year deals at this time.
- Long-term contracted resources (as IMEA has had throughout its relationship with the city) lead to affordable, reliable, and sustainable power – as the city has now. Many of those resources will serve your community well past 2035, in addition to the new resources that are needed. KEEP A GOOD THING GOING.
- IMEA needs to know how much new power to acquire to serve long term member needs beyond 2035, so the agency needs to know who those members are. (There will be major costs associated with buying too little or too much power.)

Extended Contract is Much Like the Current Contract

- Similar format as existing contract. Existing structure and principles have worked well for 40 years.
- Rates and charges are calculated in the same manner as the existing contract. All rates are cost-based, set by the IMEA Board on an annual basis.
- **Once IMEA's current long-term debt is paid in 2035, rates are projected to decrease by roughly 25%.**
- Transmission charges are based on a member's monthly peak load and delivery voltage. The transmission rates are the same for all members, differing only on voltage level and your community's percentage of system peak load.
- IMEA rates charged include more than just wholesale power: The city also benefits from multiple programs like electric efficiency, Renewable Energy Credit offset programs, Demand Response, representation in Regional Transmission Operator matters, and technical assistance that no other wholesale power supplier can provide the city.

The City Continues to Receive Capacity Payments for Local Generation

- Compensation is likely to increase between now and 2035.
- Guaranteed compensation will not go below \$3.20/kW-month: This gives long-term certainty.
- IMEA Board will be reviewing rates in the near future to update from the existing compensation rate. Ensures members are fairly compensated for value of generation.
- Cities can add capacity resources as approved by IMEA Board with one year's notice.

New Member Directed Resource (MDR) Option

- With IMEA Board approval, city can locally subscribe up to 10% of its peak demand in qualified Member Directed Resources (MDRs) (e.g., wind, solar, biomass). The IMEA Board may approve a greater percentage in the future.
- Process can begin as soon as city extends the contract and IMEA Board approves – do not need to wait until 2035.
- MDR can be located within the city or outside it, within the Illinois portion of either of the MISO or PJM Regional Transmission Operator (RTO) territories.
- Energy produced will be valued at the MDR's locational marginal price as determined by the RTO.
- City will be given capacity credit (as determined by RTO auction results).
- City can retire the RECs (environmental credits) from its MDR or sell them (with IMEA having the right of first refusal).
- MDR option is designed to allow local renewables development and hold all other members harmless from costs and risks.



ORDINANCE 2768

**AN ORDINANCE
AUTHORIZING THE EXECUTION OF A NEW POWER SALES CONTRACT
AND A NEW CAPACITY PURCHASE AGREEMENT
WITH THE ILLINOIS MUNICIPAL ELECTRIC IMEA
FOR THE DELIVERY PERIOD COMMENCING OCTOBER 1, 2035**

WHEREAS, the Illinois Municipal Electric IMEA (“IMEA”) is a body politic and corporate, municipal corporation, and unit of local government of the State of Illinois, organized under the Illinois Joint Municipal Electric Power Act, 65 ILCS 5/11-119.1-1 et seq. (the “Act”) as a municipal power IMEA, and it provides electric power and energy, and related services to its member municipalities that own and operate their own municipal electric utility and electric distribution systems; and

WHEREAS, the IMEA was created as a means to achieve economy, adequacy, and reliability in the supply of electric power and energy by planning, financing, owning, and operating facilities for the generation and transmission of electric power and energy, and related facilities or other facilities necessary or convenient for the planning and operation of a system for the production and transmission of electric power and energy, thus making it possible for its member municipalities to achieve economies and efficiencies not possible for municipalities acting alone; and

WHEREAS, the Village of Rantoul is a municipality owning and operating a municipal electric utility and electric distribution system, which furnishes retail electric service to the public in its service area, and the Village is a member of the IMEA; and

WHEREAS, the Village Board of Trustees of the Village of Rantoul, and the Board of Directors of the IMEA have previously approved, and the Village and the IMEA have heretofore entered into a long-term Power Sales Contract, as amended, pursuant to which the IMEA provides, and the Village purchases the full requirements of power and energy needed to meet the load obligations of the Village’s municipal electric utility and electric distribution system; and

WHEREAS, the existing Power Sales Contract, as amended, is set to expire on September 30, 2035; and

WHEREAS, under the Power Sales Contract, as amended, the IMEA has full responsibility for planning and obtaining an adequate supply of power and energy for the Village, and other IMEA members; and

WHEREAS, the Village Board of Trustees of the Village of Rantoul and the Board of Directors of the IMEA have previously approved, and the Village and the IMEA have heretofore entered into a Capacity Purchase Agreement, as amended, pursuant to which the Village has dedicated the behind the meter generating resources owned and operated by the Village to the IMEA’s control and use; and

WHEREAS, the existing Capacity Purchase Agreement, as amended, is tied to and matches the term of the existing Power Sales Contract, as amended, through September 30, 2035; and

WHEREAS, in furtherance of its obligation under the Power Sales Contracts, the IMEA plans for, and takes all necessary steps to ensure a resource portfolio to meet the long- and short-term power and energy needs of the Village and other members (“Participating Members”), including participation in, and ownership of baseload generating resources, ownership of and Capacity Purchase Agreements with Participating Members that own behind the meter generating resources, entering into long and short term bilateral contracts with power suppliers for the purchase of capacity, and energy from new and existing thermal, renewable, and non-carbon generating resources, and participation in and purchases of capacity and energy from markets maintained by the Regional Transmission Organizations that control the regions where the Participating Members are located; and

WHEREAS, the electric industry in Illinois is undergoing a transition away from traditional thermal resources in favor of renewable and non-carbon generating resources; the Illinois General Assembly has passed new laws encouraging the development of renewable and non-carbon generating resources, and restricting emissions from thermal resources; and traditional thermal generating resources have been retired, or will be retiring due to age and emissions restrictions; and

WHEREAS, in light of this changing environment, the resource portfolio to meet the needs of the Village and other IMEA Participating Members will likely be primarily through contracting for capacity, and energy from new renewable and non-carbon generating resources; developers of new renewable and non-carbon generating resources require long-term commitments for the purchaser of the output from these projects in order to finance and build such resources; typical financing by developers is currently for 20 to 25 years; in the short-term if developers are willing to contract for the shorter period that the IMEA has remaining on its existing Power Sales Contracts, the pricing will necessarily be higher to allow the developer to finance the project, and be assured of collecting its development and operational costs over the shorter period; in the long-term, if the IMEA waits to begin supplementing its resource portfolio, it is anticipated that the cost of construction of new projects will increase making even full 20 to 25-year power supply contracts more costly; and

WHEREAS, in order to plan for, and ensure that resources are in place to continue to meet the long- and short-term power and energy needs of its Participating Members, including the Village, and to continue providing reliable, affordable, and sustainable power now and in the future, the IMEA needs to provide for the continued contractual relationships with the Participating Members beyond September 30, 2035; without a firm commitment from Participating Members beyond September 30, 2035, the IMEA will not be able to continue to ensure that resources are in place at favorable prices; and

WHEREAS, the IMEA must also provide for the continued availability of the existing and future behind the meter generating resources owned and operated by its Participating Members as part of its resource portfolio beyond September 30, 2035; and

WHEREAS, the IMEA Staff, with the input of a working group consisting of members of its Board of Directors, has developed the form of a new Power Sales Contract, and a new Capacity Purchase Agreement, commencing immediately upon the expiration of the existing agreements, the form of which are attached hereto and incorporated herein; and

WHEREAS, upon approval of this Ordinance by the Village of Rantoul, the Village and the IMEA are agreeing to the continuation of the full requirements power supply relationship between the Village and the IMEA, and to the form and terms and conditions of the new Power Sales Contract, and new Capacity Purchase Agreement with Illinois Municipal Electric Agency for the delivery period commencing on October 1, 2035; and

WHEREAS, based upon the foregoing facts, the Village by this Ordinance hereby finds and determines to accept and approve the new Power Sales Contract, and the new Capacity Purchase Agreement with Illinois Municipal Electric Agency for the delivery period commencing on October 1, 2035.

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

Section 1. The findings and determinations set forth in the preambles to this Ordinance are hereby made findings, and determinations of the Village Board of Trustees of the Village of Rantoul, and are incorporated into the body of this Ordinance as if set forth in full.

Section 2. The Village Board of Trustees of the Village of Rantoul hereby accepts and approves the new Power Sales Contract with Illinois Municipal Electric Agency for the delivery period commencing on October 1, 2035, which commencement date is immediately upon expiration of the existing Power Sales Contract with Illinois Municipal Electric Agency, as amended, in the form presented, and agrees to be bound by the terms and conditions thereof. A copy of such new Power Sales Contract is attached hereto as Exhibit A, and incorporated herein by reference.

Section 3. The Village Board of Trustees of the Village of Rantoul hereby accepts and approves the new Capacity Purchase Agreement with Illinois Municipal Electric Agency for the delivery period commencing on October 1, 2035, which commencement date is immediately upon expiration of the existing Capacity Purchase Agreement with Illinois Municipal Electric Agency, as amended, in the form presented, and agrees to be bound by the terms and conditions thereof. A copy of such new Capacity Purchase Agreement is attached hereto as Exhibit B, and incorporated herein by reference.

Section 4. By this Ordinance, the Village President of the Village of Rantoul is hereby authorized and directed to execute and deliver, and the Village Clerk is hereby authorized and directed to attest and seal a new Power Sales Contract, substantially in the form of Exhibit A, and a new Capacity Purchase Agreement, substantially in the form of Exhibit B.

Section 5. By this Ordinance, the Village President of the Village of Rantoul is hereby further authorized to take all steps, and execute any and all other documents and agreements reasonably

necessary or appropriate, to implement and administer the new Power Sales Contract and the new Capacity Purchase Agreement approved hereby.

Section 6. All Ordinances and parts of Ordinances in conflict herewith are hereby superseded.

Section 7. This Ordinance shall be in full force and effect from and after its passage.

This Ordinance is hereby passed, the “ayes” and “nays” being called, by the concurrence of a majority of the Corporate Authorities then holding office at a regular meeting on the date set forth below upon a roll call vote as follows:

“Ayes” _____

“Nays” _____

“Absent” _____

PASSED this 9th day of April, 2024.

Village Clerk

APPROVED this 9th day of April, 2024.

Village President

**POWER SALES CONTRACT
BETWEEN
ILLINOIS MUNICIPAL ELECTRIC AGENCY
AND THE
VILLAGE OF RANTOUL, ILLINOIS**

This Contract entered into as of the ____ day of _____, 20____, by and between ILLINOIS MUNICIPAL ELECTRIC AGENCY (“IMEA” or the “Agency”), a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, and the VILLAGE OF RANTOUL, ILLINOIS (“Member”), a municipal corporation created and existing under the laws of the State of Illinois; the Agency and Member may also be referred to individually as a “Party” and collectively as the “Parties;” by executing this Contract, Member continues as a Participating Member of the Agency, and all references to “Participating Members” herein or in other IMEA Power Sales Contracts shall include Member unless the context expressly or by necessary implication requires otherwise;

W I T N E S S E T H:

WHEREAS, the Illinois Joint Municipal Electric Power Act (the “Act”) enables municipalities owning or operating electric utilities, which furnish retail electric service to the public to jointly plan, finance, own and operate electric generation and transmission facilities, as well as the acquisition of fuel for the generation of electric energy, through the creation and continued operation of the Agency; and

WHEREAS, pursuant to the Act, a group of such municipalities joined together to form the Agency to acquire and construct projects or participate in projects with investor-owned utilities, generation and transmission cooperatives and others which may be used or useful in the generation, production, distribution, transmission, purchase, sale, exchange or interchange of electric energy, and the Agency has operated in accordance with the Act since 1984; the Agency presently has 32 Members, each of which is currently a Participating Member; and

WHEREAS, under the Act Member is a municipality owning and/or operating an electric utility which furnishes retail electric service to the public and may enter into and carry out contracts and agreements for the purchase from the Agency of power supply and energy transmission services, power supply development services and other services; and

WHEREAS, in order to secure an adequate, reliable and economic long term supply of electrical power and energy for Member, the Agency and Member hereby enter into this Power Sales Contract under the terms of which the Agency will sell to Member and Member will purchase from the Agency all of Member’s power and energy requirements to meet the full service obligation of its service area, including all capacity obligations imposed by the applicable Regional Transmission Organization (“RTO”), and all delivery-related services, including but not limited to transmission and distribution services from transmission and wholesale distribution service providers and ancillary service requirements of the applicable RTO and/or its underlying Transmission Owners.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Contract, the Agency and Member agree as follows:

Definitions

When used herein, the following capitalized terms shall have the meanings ascribed to them below unless the context expressly or by necessary implication requires otherwise:

“Board of Directors” shall mean the corporate authority of the Agency with powers as provided in the Act.

“Bonds” shall mean any revenue bonds, notes and other evidences of obligations of the Agency issued under the provisions of the Act to finance any cost, expense or liability relating to the Power Supply System or service under the Power Sales Contracts.

“Bond Ordinance” shall mean any one or more ordinances, resolutions, indentures or other similar instruments of the Agency providing for the issuance of Bonds.

“Cost Causer;” “Cost Causation” shall mean the Participating Member that causes the Agency to incur an extra-ordinary expense or investment. Under the Cost Causation principle such costs are to be borne by those customers, including but not limited to Member and/or other Participating Members or other entities to whom IMEA provides service, who make a request or decision or otherwise require or cause the action to be taken by IMEA or one of its underlying power suppliers or transmission and/or distribution service providers, thereby causing the Agency to incur the extra-ordinary expense. For purposes of this definition, “extra-ordinary expenses” are any investment, cost or other expenditure or liability incurred, assumed by or imposed on the Agency: (1) that primarily benefit one Participating Member or a group of Participating Members or other entities to whom IMEA provides service directly, rather than providing a general benefit to all or a majority of Participating Members or the Agency as a whole; and (2) that are not or have not historically been of the type ordinarily shared between Participating Members. Costs are recognized as being caused by a service if the costs are brought into existence as a direct result of providing the service or facilities, or the costs are avoided if the service or facilities are not provided. The Board of Directors will make all final decisions on whether a cost item is an extra-ordinary expense and whether a Participating Member or group of Participating Members is or are Cost Causers for purposes of implementation of this and all other Power Sales Contracts, as well as any contracts entered into by the Agency to provide service that are excluded from the definition of Power Sales Contracts.

“Delivery Point” shall mean a presently existing metered connection or connections of IMEA’s or another party’s transmission or distribution system with Member’s transmission or distribution system as set forth in Schedule A or a new or modified connection as Member may request and IMEA or another party is willing to provide in the future. Schedule A shall be updated from time to time by the Agency to reflect any new or modified Delivery Points.

“Member” shall be the city, village or town executing this Contract.

“Member-Directed Resource” shall mean a resource that meets the requirements of this definition and the option in Section 2(b-1) for Member to self-direct one or more resources with nameplate ratings or contracted shares based on nameplate ratings not to exceed the percentage of the Member’s rolling 5-year average annual peak demand set forth in such Section or as otherwise approved by the Board of Directors to be used to serve the Member’s load. Any such resource shall be developed and/or contracted for by the Participating Member only after the Board of Directors formally approves the details of the project. Any such resource shall be located within the State of Illinois unless the Board of Directors approves otherwise. For purposes of this definition the term resource is limited to devices that produce, generate or otherwise create energy or that store energy for beneficial use at a different time that are powered by wind, solar thermal energy, photovoltaic cells or panels, biodiesel, landfill gas produced in Illinois, crops and untreated and unadulterated organic waste biomass, advanced nuclear technology or small nuclear reactors that generate clean energy, and batteries and other forms of energy storage. The term resource may be expanded to include any other such devices powered by other means if they would qualify under a current or future Illinois statute that addresses generating resources that are designated as renewable, carbon-free, net-zero, clean or other similar designation for energy for use in one or more Illinois programs, even if IMEA and/or its Participating Members would not be subject to such statute or qualify for such program due to their status as municipalities, municipal corporations or units of local government; provided however clean coal powered facilities, as defined in the Illinois Power Agency Act shall not be allowed as Member Directed Resources unless specifically approved by the Board of Directors of IMEA. The term resource may also be expanded to include additional types of devices powered by other means if approved by the Board of Directors.

The existing hydro-electric power resources that were owned and operated by the Cities of Rock Falls and Peru at the time of execution of this Agreement are specifically not included in the term Member Directed Resource.

“MISO” means Midcontinent Independent System Operator, Inc., or its successor.

“Participating Members” shall mean Member and those other members that are or hereafter become parties to Power Sales Contracts, as defined below.

“Party” shall mean a party to this Contract and its successors and permitted assigns.

“PJM” means PJM Interconnection, LLC, or its successor.

“Point of Measurement” shall mean any point at which metering equipment is located for purposes of measuring power and energy deliveries to Member as set forth in Schedule A hereof. Schedule A shall be updated from time to time by the Agency to reflect any new or modified Points of Measurement.

“Power Sales Contracts” shall mean this Contract and other contracts providing for the sale of power and energy by IMEA to the other Participating Members as amended from time to time (excepting therefrom the contracts entered into by the Agency and Participating Members for

power supplies which are specifically superseded by the Power Sales Contracts and any other contracts which the Agency by action of its Board of Directors designates as being excepted from being within the definition of Power Sales Contract).

“Power Supply System” shall be broadly construed to mean, encompass and include all Projects and all electric production, transmission, distribution, conservation, load management, general plant and related facilities, equipment or property, and any mine, well, pipeline, plant, structure or other facility for the development, production, manufacture, storage, transportation, fabrication or processing of fossil, nuclear or other fuel of any kind or any facility or rights with respect to the supply of water, in each case for use, in whole or in major part, in any of the Agency’s generating plants, now existing and hereafter acquired by lease, contract, purchase or otherwise or constructed by the Agency, including any interest or participation of the Agency in any such facilities or any rights to the output or capacity thereof, together with all additions, betterments, extensions and improvements to said Power Supply System or any part thereof hereafter made and together with all lands, easements and rights-of-way of the Agency and all other works, property or structures of the Agency and contract rights and other tangible and intangible assets of the Agency used or useful in connection with or related to said Power Supply System, including without limitation a contract right or other contractual arrangement for the long term or short term interconnection, interchange, exchange, pooling, wheeling, transmission, purchase or sale of electric power and energy and other similar arrangements with entities having generation and transmission capabilities and located within or without the State of Illinois. Power Supply System shall not include (1) any properties or interest in properties of Member, except with respect to any contract rights the Agency may have in such properties pursuant to any contract between Member and the Agency other than this Contract, and (2) any properties or interest in properties of the Agency which the Board of Directors determines shall not constitute a part of the Power Supply System for the purposes of the Power Sales Contracts with the Participating Members.

“Project” means (i) any plant, works, system, facility, and real and personal property of any nature whatsoever, together with all parts thereof and appurtenances thereto, used or useful in the generation, production, distribution, transmission, purchase, sale, exchange or interchange of electrical energy and in the acquisition, extraction, conversion, transportation, storage or reprocessing of fuel of any kind for any such purposes, or (ii) any owned or contracted interest in, or right to the use, services, output or capacity, of any such plant, works, system or facilities.

“Prudent Utility Practice” shall mean, any of the practices, methods and acts which, in the exercise of reasonable judgment and in light of the facts (including, but not limited to, any practices, methods and acts engaged in or approved by a significant portion of electrical utility industry prior thereto) known at the time the decision was made, could have been expected to accomplish the desired result at reasonable cost consistent with reliability, safety and expediency. In applying the standard of Prudent Utility Practice to any matter under this Contract, equitable considerations shall be given to the circumstances, requirements and obligations of each of the Parties, and there shall be taken into account the fact that the Agency and Member are both political subdivisions and municipal corporations of the State of Illinois with prescribed statutory powers, duties and responsibilities. Prudent Utility Practice is not intended to be limited to the optimum practice, method or acts to the exclusion of all others, but rather to a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at reasonable

cost consistent with reliability, safety and expediency. Prudent Utility Practice includes due regard for manufacturer's warranties and the requirements of governmental agencies which have jurisdiction.

"Rate Schedule" shall mean the rate schedule or schedules setting forth the rates and charges for payments by Participating Members, including Member, for services rendered by the Agency pursuant to the Power Sales Contracts. The existing Rate Schedules are Schedule B and Schedules B-2, B-4, B-6 and B-7. The Rate Schedules may be revised from time to time by the Agency and/or new schedules may be adopted by the Agency, all in accordance with and in the manner provided for in Section 3 of this Contract, including, without limitation, any amendment, change, deletion or addition to any of the rates and charges, billing components, terms or conditions, or any adjustment set forth therein, including, but not limited to, amending the billing demand provision to impose a minimum demand whether or not based on prior demand measurements, which schedules may be applicable to any one or more Participating Members.

"Revenue Requirements" shall mean all costs and expenses paid or incurred or to be paid or incurred by the Agency resulting from the ownership, operation, maintenance, termination, retirement from service and decommissioning of, and repairs, renewals, replacements, additions, improvements, betterments and modifications to, the Power Supply System or otherwise relating to the acquisition and sale of power and energy, transmission, load management, conservation or related services hereunder and performance by the Agency of its obligations under the Power Sales Contracts for Participating Members, including, without limitation, the following items of cost:

- (1) payments of principal of and premium, if any, and interest on all Bonds issued by the Agency and payments which the Agency is required to make into any debt service reserve fund or account under the terms of any Bond Ordinance or other contract with holders of Bonds; provided, however, that Revenue Requirements shall not include any principal of or premium, if any, or interest on Bonds due solely by virtue of the acceleration of the maturity of such Bonds;
- (2) amounts required under any Bond Ordinance to be paid or deposited into any fund or account established by such Bond Ordinance (other than funds and accounts referred to in clause (1) above), including any amounts required to be paid or deposited by reason of the transfer of moneys from such funds or accounts to the funds or accounts referred to in clause (1) above including any rate stabilization fund or account;
- (3) amounts which the Agency may be required to pay for the prevention or correction of any loss or damage to the Power Supply System or for renewals, replacements, repairs, additions, improvements, betterments, and modifications which are necessary to keep any facility of the Power Supply System, whether owned by the Agency or available to the Agency under any contract, in good operating condition or to prevent a loss of revenues therefrom;
- (4) costs of operating and maintaining the Power Supply System and of producing and delivering power and energy therefrom (including, without limitation, fuel costs,

administrative and general expenses and working capital, for fuel or otherwise, regulatory costs (including but not limited to wholesale rate case intervention costs), insurance premiums, and taxes or payments in lieu thereof) not included in the costs specified in the other items of this definition, costs of power supply and demand-side planning and implementation associated with meeting the Agency's power supply obligations and costs of load management and conservation;

- (5) the cost of any electric power and energy purchased for resale by the Agency to the Participating Members and the costs of transmission, scheduling, dispatching and controlling services for delivery of electric power and energy under the Power Sales Contracts for Participating Members;
- (6) all costs incurred or associated with the salvage, discontinuance, decommissioning and disposition or sale of properties;
- (7) all costs, settlements and expenses relating to injury and damage claims asserted against the Agency;
- (8) any additional cost or expense not specified in the other items of this definition imposed or permitted by any regulatory agency or which is paid or incurred by the Agency relating to the Power Supply System or relating to the provision of services to Participating Members (including any amounts to be paid into any reserve account established by the Agency under the terms of any Bond Ordinance for the payment of Revenue Requirements in the future and any provision for depreciation) which is not otherwise included in any of the costs specified herein;
- (9) amounts required to be paid by the Agency including:
 - (i) any reserves the Agency shall determine to be necessary for the payment of those items of costs and expenses referred to in this definition to the extent not already included in any other clause of this definition; and
 - (ii) additional amounts which must be realized by the Agency in order to meet the requirement of any rate covenant with respect to coverage of principal and interest on Bonds contained in any Bond Ordinance or contract with holders of Bonds or which the Agency deems advisable in the marketing of its Bonds or under any contract to which it is a party.

“Regional Transmission Organization” or “RTO” shall mean the entity designated by the Federal Energy Regulatory Commission (“FERC”) to direct operation of the regional electric transmission grid in its area, including the dispatching of generating resources, and that controls the wholesale electric markets for its area. The RTOs that currently control the areas where IMEA’s Participating Members are located and where the generating resources owned by or under contract to IMEA are located or into which they are pseudo-tied are Midcontinent Independent System Operator, Inc., or its successor (“MISO”), and PJM Interconnection, LLC, or its successor (“PJM”). At the execution of this Agreement, for those Participating Members that are served by

Commonwealth Edison Company for transmission service, the currently applicable RTO is PJM. For those Participating Members that are served by Ameren Illinois Company, City of Springfield CWLP, Southern Illinois Power Cooperative, or Hoosier Energy Rural Electric Cooperative, Inc., the currently applicable RTO is MISO. Throughout the duration of this Agreement the applicable RTO is subject to change for reasons that are outside the control of the Agency and the Participating Members.

Section 1. Term

(a) Initial Term and Termination

This Contract shall take effect on the latter of the date of execution by the last party to sign hereon or the date specified by the Board of Directors in making the determination in Section 1(b) below. This Contract shall remain in effect for an initial delivery term commencing on October 1, 2035 (at the end of the then-current Power Sales Contract between Member and IMEA) and extending through and including May 31, 2055. The delivery term shall continue thereafter and run from year to year until terminated by five (5) years prior written notice.

(b) Conditions for Effectiveness of Contract

Notwithstanding any other provision herein, the Contract shall not become effective unless by April 30, 2025, or such later date as approved by the Board of Directors, (i) four (4) or more Participating Members with the combined Agency estimated coincident firm purchased power annual peak demand in 2022 of 50 MW or more have entered into new, renewed or extended Power Sales Contracts, or (ii) the Board of Directors has determined the mix of Members signing new, renewed or extended Power Sales Contracts results in sufficient benefits or cost reductions to the Participating Members in which event the Power Sales Contracts shall become effective. The Agency shall provide the Participating Members with written notice within sixty days of any final decision by the Agency that the Contract is to become effective. In the event this Contract does not become effective, any contracts between the Agency and the Participating Members, which are otherwise superseded by this Power Sales Contract, including any such contract with Member, shall not terminate but shall continue in full force and effect throughout its term.

(c) Commencement of Service and Cancellation of Existing Contract

Service to Member under this Contract shall commence on October 1, 2035.

All other power supply or transmission contracts between Member and any entity other than the Agency shall be terminated or assigned by Member to the Agency no later than the date upon which the Agency commences service to Member as provided in this subparagraph or such other action is taken as mutually agreeable by the Agency and Member.

If Member is taking power or transmission service from a supplier other than IMEA on such commencement date, the providing of power by IMEA shall commence only if that Member's obligations from such supplier have ceased pursuant to an assignment or termination of an existing contract.

Section 2. Purchase, Sale and Delivery of Electricity

(a) Sale and Purchase

The Agency agrees to provide and sell and Member agrees to take and pay for all of the electric power and energy required to meet the full service obligation of Member's service area during the term of this Contract and utilized in the operation of its municipal electric system, including all capacity obligations imposed by the applicable RTO, and all delivery-related services, including but not limited to transmission and wholesale distribution services from transmission and/or wholesale distribution service providers and ancillary service requirements of the applicable RTO and/or its underlying Transmission Owners. Batteries or other energy storage devices are a substitute for generation and are deemed to be power supply for purposes of the obligation to purchase Member's full requirements of electric power and energy under this subsection (a) and the restrictions on obtaining electric power and energy from other sources under subsection (b) of this Contract. Batteries or other energy storage devices may be used in an election for a Member Directed Resource in Section 2(b-1) below.

Under the previous Power Sales Contract, certain Participating Members, namely Peru and Rock Falls, each exercised an option to install, own and operate a hydro-electric power plant and to self-supply a portion of its load therefrom. That option is no longer available. Such Participating Members may continue to self-supply such portion of their respective loads subject to such reasonable terms and conditions and such rates and charges as the Board of Directors shall approve so long as the Participating Member owns and operates the existing hydro-electric plant. Such Participating Members shall bear all costs of ownership and operation of their hydro-electric plant and shall pay all such rates and charges established by the Board of Directors.

(b) Restrictions on Other Sources

Except as provided in the subsections of this Section 2 or in any policy, program or directive of the Agency approved and authorized by affirmative vote of the Board of Directors, Member shall not obtain electric power and energy required to meet the full service obligation of Member's service area and/or for the operation of its electric utility system from any other source; provided, however, if Member is required by law to purchase power and/or energy from a small power production facility, a cogeneration facility or other facility, Member shall immediately inform the Agency of such requirement whereupon Member and the Agency shall use their

best efforts to arrange for such purchases to be made by the Agency. If such arrangements cannot be made, then Member shall make the required purchase and sell the power and energy to the Agency at the same price and on the same terms and conditions under which it was purchased by Member, unless Member agreed to pay more than required by the law that required the purchase of power and/or energy from such facility, in which case the Agency shall pay Member an amount reasonably calculated to match what the required amount should have been. Member hereby appoints the Agency to act as its agent in all dealings with the owner or operator of any such facility from which power or energy is to be purchased by the Agency directly or indirectly and in connection with all other matters relating to any such purchase and agrees unless ordered to do so by a court of competent jurisdiction not to make any such purchase at prices or on terms and conditions not approved by the Board of Directors.

If Member has an existing partial waiver from FERC of the PURPA requirement to purchase excess power and energy from Qualifying Facilities where that obligation has been undertaken by the Agency as of the effective date of this Contract, such waiver shall be maintained for the term and any extended term of this Contract. Member shall not take any steps or cooperate with steps taken by any others to withdraw or terminate such waiver. If Member does not have an existing partial waiver from FERC of the PURPA requirements and assignment thereof to the Agency as of the effective date of this Contract, Member shall cooperate with the Agency in seeking such waiver, and if granted such waiver shall be maintained for the initial term and any extended term of this Contract. Member shall not take any steps or cooperate with steps taken by any others to withdraw or terminate such waiver.

(b-1) Member-Directed Resources Option

Member and the other Participating Members shall each have the option, but not the obligation, to elect to self-direct a portion of the power supply to serve their load from qualifying generating resources or energy storage devices. The maximum amount of such election shall be ten percent (10%) of Member's rolling 5-year average annual peak demand based on the nameplate capability of, or the contracted share of the nameplate of the resource. The Board of Directors may approve a greater percentage or amount in the future. Resources put in place by Member under one or more offerings, policies or programs of IMEA, other than this Member-Directed Resource Option, and IMEA-sponsored projects located within Member's service area will not count against the above percentage. The resource shall be located in the same delivery zone of the RTO region or Balancing Authority area as the Member or Participating Member making the election, or if approved by the Board of Directors may be located in the same zone of the RTO region or Balancing Authority area as other Participating Members, subject to such reasonable cost allocation as the Board of Directors shall require.

Under this option, Member and other Participating Members shall have the opportunity to contract for, develop, own and operate qualifying resources that would be directly connected to the Participating Member's distribution system, or alternatively to contract with a developer/provider for a portion of a large qualifying resource connected elsewhere on the regional transmission system. All power and energy to serve the total requirements load needs of such Participating Members would continue to be exclusively provided by IMEA, however, subject to the Participating Member's ability to negotiate and enter into ownership or long-term contractual commitment with one or more projects on its distribution system, or power purchase agreements with an eligible energy provider, and subject to reasonable approval by the Board of Directors, Participating Members will be able to commit to a project or a power purchase agreement and thereby self-direct the type of qualifying resource used to serve a portion of its load. The remainder of the full requirements of Participating Members electing this option shall be met under the Rate Schedules that recover the portion of the Revenue Requirement associated with the Agency's socialized resource portfolio. Such resources must be dedicated to IMEA under an agreement similar in concept to the Capacity Purchase Agreements pursuant to which Participating Members have historically dedicated their behind the meter generation to IMEA.

Member shall not use a Member Directed Resource to peak shave. Member shall still be required to purchase its full requirements from IMEA. The Member Directed Resource shall become part of the IMEA resource portfolio for serving Member. Member shall pay all costs associated with the Member Directed Resource and shall be credited or paid back for the actual RTO clearing price for capacity and day-ahead price for energy and any actual ancillary services revenues received by IMEA for the attributes used by IMEA from the Member Directed Resource to serve the participating Member. Member shall own any renewable energy or similar credits, but if they decide to sell them, rather than retire them, the Agency shall have a right of first refusal to purchase them. The Board of Directors would determine the equitable allocation of non-power supply Agency costs among Participating Members electing the option and making binding commitments to self-directed resources and those that elect to be served only from the socialized resource portfolio in the Rate Schedules to be developed and approved.

(c) Shortages

In the event that the Agency is not able to supply all of the power and energy requirements of its Participating Members because of an event of Force Majeure as defined in Section 2(d) or because of an outage of all or any part of Agency's Power Supply System or because of an event beyond Agency's control, and after such reasonable notice as the Agency may be able to give, the Agency shall allocate the power and energy available to it during any billing period among the Participating Members on a pro rata basis in accordance with the Participating Members' respective power and energy requirements supplied by the Agency during the corresponding billing period of the preceding calendar year. Where a Participating

Member did not purchase power and energy from the Agency during the corresponding billing period of the preceding calendar year, that Participating Member's purchases during such billing period from its supplier replaced by the Agency shall be used.

Although the Agency agrees to use its best efforts to avoid a shortage in supply, during any period when the Agency is unable to supply all of the Participating Member's electric power and energy requirements, Member shall be permitted to acquire from other sources the amount of electric power and energy which is not supplied by the Agency; provided, however, that at such time as the Agency is again able to supply all of Member's electric power and energy requirements, Member shall be required to take and pay for such electric power and energy in accordance with the provisions of this Contract. Before entering into any arrangement to acquire power and energy from any source other than the Agency for any period in excess of 48 hours, Member will notify and consult with Agency as to the terms and length of such purchases and obtain Agency's consent before contracting for such supply, which consent shall not be unreasonably withheld.

(d) Continuity of Service

The Agency shall employ its best efforts, in accordance with Prudent Utility Practice, to provide a constant, adequate and uninterrupted supply of power and energy to Member (except where Member is purchasing interruptible or curtailable power or non-firm energy from the Agency under a separate interruptible, curtailable or non-firm rate schedule adopted by the Board of Directors) and shall seek to restore service promptly and diligently on any interruption, but the Agency does not guarantee that service hereunder will be uninterrupted or at all times constant.

If the supply of electric power and energy to Member hereunder shall fail, be interrupted, be reduced, or become defective through an event of Force Majeure, which shall include but not be limited to an act of God, nature, common enemy, failure of any power and energy or transmission service supplier of the Agency or any public authority, or because of accident, riot, insurrection, war, explosion, labor dispute, fire, flood or prudent actions taken to prevent or limit the extent or duration of disturbances of service on Agency's system, or if one or more of its suppliers, or that of systems through which electric service is rendered to the Agency or Member is interrupted, or for any other cause beyond the reasonable control of the Agency, the Agency shall not be liable for damages caused thereby and such events shall not constitute a breach of the Agency's obligations under this Contract. No cause or contingency, however, including any failure of the Agency to supply electric power and energy to Member for any period because of any of the aforesaid conditions, shall relieve Member of its obligation to make all payments to the Agency required by this Contract, when due, for power and energy supplied by the Agency during any period.

The Agency or its underlying transmission and/or wholesale distribution service provider may interrupt service hereunder as necessary for repairs to, or changes of, equipment or facilities needed to provide service hereunder, or for installation of new equipment or facilities, but only for such reasonable times as may be unavoidable, and to the extent possible, with reasonable advance notice to, and in coordination with, Member.

Section 3. Rates and Charges

Member shall pay the Agency for all power and energy and other services furnished under this Contract from the date that service commences as provided in Section 1(c) at the rates and on the terms and conditions set forth in the Rate Schedule(s), as the Rate Schedule(s) may be changed and supplemented by the Board of Directors from time to time.

The Board of Directors shall establish and maintain its rates and charges under its Power Sales Contracts with its Participating Members to provide revenues which are sufficient, but only sufficient, together with other available revenues of the Agency, to cover the estimated Revenue Requirements of the Agency. In determining rates and charges necessary to produce sufficient revenues, the Agency shall take into account any anticipated (or actual) delinquency or default in payments by Participating Members. The Agency's rates and charges for power supply for the portion of a Participating Member's full requirements not met through the self-directed resource option discussed below and for all other bundled aspect of electric service to the Participating Members shall be set generally on a uniform postage stamp basis so as to recover all production and transmission costs in providing service to all Participating Members; provided, however, that the rates and charges may vary between Participating Members to reflect contracts with Participating Members having varying lengths of terms and/or contracts executed at different times, differences in delivery voltage level, delivery facilities costs, different load factors, and variances in service provided to Participating Members which enter into Capacity Purchase Agreements and Participating Members which do not (including a phase-in of postage stamp rates to reflect load factors of certain Participating Members) and may contain ratchets, premiums, load factor requirements and other provisions which affect all Participating Members or only Participating Members which obtain a portion of their requirements from any other source. Rates and charges may also vary between Participating Members based on the Cost Causation principle if the Board of Directors determines that Member or another Participating Member is a Cost Causer of an extra-ordinary expense or investment as defined herein above.

Notwithstanding the foregoing, the Board of Directors shall establish and maintain and may revise, amend or change from time to time in the future backup service rates for Participating Members with a hydroelectric plant and/or may charge such Participating Member for all actual costs incurred by IMEA attributable to the operation of said hydro-electric power plant, or the failure thereof, and/or costs incurred by IMEA due to the accreditation of said plant. In addition, the Board of Directors may establish separate Rate Schedules or may approve separate rate provisions in an Addendum to the Power Sales Contract for Participating Members that elect to have a portion of their full requirements met (as authorized herein) on a contracts-basis, rather than the standard socialized basis, or the Agency and one or more Participating Members, including Member, may execute Addendums to their Power Sales Contracts, so-as-to directly commit to a

portion of the output from individual eligible resource power purchase agreements or ownership arrangements. Rates and charges for the portion of the Participating Member's requirements being met under such Rate Schedules or Addendum will vary from Participating Members served exclusively or in different proportions from the socialized resource portfolio. The remainder of the Participating Member's full requirements shall be met under the Rate Schedules that recover the portion of the Revenue Requirement associated with the socialized resource portfolio.

The methodology for establishing rates and charges used by the Agency may be modified by the Agency from time to time.

The Agency shall place into effect initial rates and charges applicable on commencement of service by the Agency to the Participating Members under this new Power Sales Contract and thereafter at such intervals as it shall determine appropriate, but in any event not less frequently than once in each calendar year, the Agency shall review and, if necessary, revise its rates and charges under the Power Sales Contracts, to ensure that the rates and charges thereunder cover the Agency's estimated Revenue Requirements.

The Agency's rates and charges hereunder may include one or more automatic adjustment clauses which may be modified or changed periodically to ensure that the Agency is protected against changing cost of fuel, purchased power, taxes, and other costs of service. The automatic adjustment clauses may use estimated costs, with a later true-up to actual costs. The Agency may place an automatic adjustment clause in effect to recover costs from the date they were incurred upon thirty (30) days' notice to Member and shall provide Member supporting information which need not be the same detailed analysis as for base rate changes.

In connection with any revision of the Rate Schedule, except as to automatic adjustment clause rate changes, the Agency shall cause a notice in writing to be given to all Participating Members which shall set out any proposed revision of the Rate Schedule with the effective date thereof, which shall be not less than sixty (60) days after the date of the mailing of the notice, and which shall be accompanied by an analysis of the estimated Revenue Requirements for which the Rate Schedule is proposed to be revised and the derivation of the proposed rate. Member agrees to pay for electric power and energy made available by the Agency to it hereunder after the effective date of any revisions in the Rate Schedule in accordance with the Rate Schedule as so revised.

Section 4. Payment Obligation

(a) Nature of Obligation to Pay.

The obligation of Member to pay all rates and charges established by the Agency under Section 3 of this Contract for the delivery of power and energy and for other services provided by the Agency shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise, and shall not be otherwise conditioned upon the performance by the Agency of its obligations under the Power Sales Contracts for Participating Members or any other instrument or agreement. It is expressly understood that Member shall be obligated to pay all rates and

charges imposed for power and energy supplied hereunder regardless of whether any one or more projects or other facilities of the Agency constructed, purchased or undertaken to provide service hereunder are operating or operable at any time; provided, however, that except as provided by this subsection (a) nothing herein shall be construed to prevent or restrict Member from asserting any rights which it may have against the Agency under this Contract or under any provision of law, including the institution of legal proceedings for specific performance or recovery of damages.

(b) Limitation on Obligation to Pay.

All payments made by Member for services hereunder shall be made as operating expenses from the revenues of Member's electric utility system, or any integrated utility system of Member of which, Member's electric utility system may be a part, and from other funds of such system legally available therefor and shall be in addition to, and not in substitution for, any other payments, whether on account of dues or otherwise, owed by Member to the Agency. Member shall not be required to make payments under this Contract except from the revenues of Member's electric system, or other integrated public utility system of which the electric system is a part, and from other funds of such system legally available therefor. In no event shall the Agency, or any other person or entity, including any person or entity to which revenues under this Contract have been assigned or pledged, be entitled to look to, or seek to recover from, any other revenues, monies or property of Member for payment of any amounts due hereunder. The obligation of Member to make payments for services hereunder shall not constitute a general obligation of Member and shall not constitute indebtedness of Member for the purpose of any statutory limitation and Member shall not be required to make such payments from any source other than the revenues and funds referred to in the first two sentences of this paragraph. In no event shall Member be required to make payments under this Contract from tax revenues or to impose any new tax or adjust any existing tax for such purpose.

Member's electric utility system shall be deemed to be a part of an integrated utility system for purposes of this Contract if the revenues of the electric utility system (i) are commingled with the revenues of one or more utility systems owned by Member, or (ii) are utilized to pay operating expenses of Member's electric utility system and one or more other utility systems owned by Member, or (iii) are pledged to secure any bonds or other evidences of indebtedness issued to finance one or more utility systems owned by Member. For purposes of this paragraph, the term "commingled" shall not be deemed to include the keeping of funds in one bank account so long as such funds are separately accounted for on the books and records of Member. An integrated utility system shall not be deemed to exist hereunder merely (i) because Member's electric utility and another utility of Member are managed by the same commission or other public body, have common employees or facilities, the costs of which are shared, or undertake joint projects or (ii) where

surplus funds from one utility which are legally available for transfer to the general fund of Member are transferred or loaned to the other utility.

Section 5. Billing

(a) Billing Procedure

The calendar month shall be the standard period for all billing and settlements under this Contract. The Agency may, from time to time, adopt another standard period for billing and settlements. It is understood that, as soon as practicable after the end of each billing period, IMEA shall prepare and transmit a detailed statement to Member which shows amounts due from Member.

Billing period statements for charges under this Contract shall be rendered by IMEA in the month following the billing period in which the charges were incurred. Each payment shall be due, and payment of each bill shall be made to IMEA by electronic transfer or such other means as shall cause payment to be available for the use of IMEA on the first banking day following the tenth (10th) day after the date of invoice. Interest on unpaid amounts shall accrue daily at the then current published prime interest rate per annum as published in the Wall Street Journal or its successor to the extent permitted by law from the due date of such unpaid amount and until the date paid.

(b) Billing Disputes

In the event that Member takes exception to a bill rendered by the Agency, Member shall pay the disputed amount and promptly inform the Agency in writing of the basis for the dispute. Member will not be entitled to any adjustment on account of any disputed charges which are not brought to the attention of the Agency in the manner herein specified within thirty (30) days of when Member first learns of the basis for the dispute.

Within thirty (30) days of receipt of the notice of the dispute, including a written explanation by Member of the nature of the dispute, the Agency shall respond to Member's protest in writing. In the event it is determined that all or part of the disputed payment was not properly payable, then the Agency shall refund such amount together with interest thereon from the date the amount was paid until the refund is made at an annual rate equal to that established pursuant to subsection (a) above.

In addition, any billing adjustment sought by Member which is related to the Agency obtaining a similar billing adjustment from any transmission or power or energy supplier to the Agency shall be dependent upon the Agency obtaining a corresponding adjustment from its supplier. The Agency shall pursue any such corresponding adjustment with due diligence, provided that the Agency considers such adjustment to be appropriate.

(c) Service Discontinuance and Contract Termination for Failure to Pay.

Whenever any amount due remains unpaid after the due date, the Agency may take all steps available to it under applicable law to collect such amount and, subject to any applicable regulatory requirements and any applicable requirements of the applicable Regional Transmission Organization, after giving thirty (30) days advance notice in writing of its intention to do so, suspend and discontinue service hereunder if the amount remains unpaid at the end of said 30-day period. Whenever any amount due remains unpaid for one hundred twenty (120) or more days after the due date and after giving thirty (30) days advance notice in writing of its intention to do so, the Agency may terminate this Contract. No such discontinuance or termination shall relieve Member from liability for payment for electric power and energy furnished hereunder or made available to Member where Member has an obligation to take such power and energy and has not, or for damages suffered by the Agency, or any other Participating Members, as a consequence of default by Member. The Agency may, either at law or in equity, by suit, action, mandamus, or other proceedings, enforce and compel the performance of the covenants, agreements, and obligations of Member under this Contract to be performed by Member or any officer or official thereof, including but not limited to an action for specific performance, injunction and/or for damages for the remaining term of this Contract.

(d) Partial Month Bill

In the event that the initial or final month's service under this Contract is for less than a full month's service, Member shall be billed for such partial month. The bill for such fractional part of a billing period shall be proportionately adjusted by IMEA in the ratio that the number of hours that electric service is furnished to Member (in such fractional billing period) bears to the total number of hours in the billing period involved. Except as provided in this subsection with respect to fractional billing periods at the beginning and end of service, there shall be no proration of demand charges under the Rate Schedule for any billing period during any part of which power is made available to Member.

Section 6. Delivery Conditions and Metering

(a) Electric Characteristics

The electric service furnished under this Contract shall be 60 Hertz, three phase alternating current and shall be delivered to the Delivery Points and metered by the Agency, or its designee, at such location or locations and such voltages as are shown on Schedule A. The Delivery Points, the Points of Measurement, the Delivery Voltage, and Special Conditions of Service shall be as set forth in Schedule A which may be amended by the Agency from time to time to include such other Delivery Points and Points of Measurements and other provisions as

may be established by the Agency. In the event the Agency and Member agree on the need for an additional Delivery Point, the Agency will exercise Prudent Utility Practice to obtain it. When electricity is measured at more than one (1) Point of Measurement, the maximum total coincident demand of Member's system shall be determined by combining the recorded demand at each Point of Measurement during the same 60-minute interval. Member shall maintain its system power factor in accordance with the requirements of the underlying transmission and/or distribution service provider and with Schedule A as it may be amended from time to time by the Agency.

Member shall install, own and maintain or cause to be installed and maintained at Delivery Point(s) established pursuant to this Contract or elsewhere at a location mutually agreeable to the Parties hereto such facilities as may be necessary to protect the system of the delivering entity, including such transformation, control, switching and protective equipment as meets Prudent Utility Practice and the requirements of the underlying transmission and/or wholesale distribution service provider(s).

Member shall provide or cause to be provided and maintained suitable protective devices on its system to prevent any loss, injury or damage that might result from single phasing conditions or any other fluctuation or irregularity in the supply of electrical power and energy. IMEA shall not be liable for any loss, (including Member electric system revenues), opportunity costs, injury or damage resulting from a single phasing condition or any other fluctuation or irregularity in the supply of energy which could have been prevented by use of such protective device.

(b) Responsibility for Facilities

The Agency's undertaking shall be complete upon the delivery of electric power and energy to the Delivery Points. Beyond the Delivery Points, except as the Parties may agree in writing otherwise, Member shall furnish and maintain all devices, equipment and appliances, including but not limited to, control, protection, regulation and load shedding equipment, required to utilize safely and efficiently the power and energy delivered by the Agency.

If load growth or other power supply requirements or construction of facilities necessitate modifying, upgrading or relocating the existing Delivery Points on the effective date or the then-existing Delivery Point(s) or adding new Delivery Point(s), unless otherwise agreed between the Agency and Member, Member shall be responsible for construction of, and all of the costs of, the new, modified, upgraded or relocated Delivery Point(s), except that the Agency shall pay the reasonable costs actually incurred for the necessary metering equipment. The location of any new or relocated Delivery Point shall be subject to approval by the Agency, which approval shall not be unreasonably withheld. Upon request by Member, the Agency may (but shall not be obligated to) provide initial funding for the construction of new Delivery Points, subject to the requirement that Member

reimburse the Agency therefor in the manner and timeframe determined by the Agency. In such event the cost thereof, with interest and Agency project management costs attributable to said Member requested service, shall be reimbursed by Member through lump-sum payment(s) or recovered from Member through the Agency's charges, all within a reasonable timeframe and as determined by the Agency.

Member shall provide, free of charge, suitable and sufficient space on its premises, including but not limited to all structures, enclosures and access facilities, for all electric facilities reasonably necessary for the Agency to deliver and measure power and energy to Member hereunder and shall grant to the Agency, or the Agency's designee, a right-of-way over Member's premises and property for the construction and maintenance of all such facilities as shall be placed thereon which are reasonably necessary for the provision of service to Member.

The design and operating characteristics of Member's electrical equipment at the Delivery Points shall be coordinated with the Agency and shall be subject to the Agency's approval, which approval shall not be unreasonably withheld.

(c) Metering

All electric power and energy delivered under this Contract shall be measured as to real and reactive demand and energy by suitable metering equipment, including any needed area interchange, totalizing or remote metering equipment, located, furnished, installed, maintained and tested by the Agency or its designated power or transmission supplier. All energy will be measured at the service voltage at the Delivery Point by IMEA or the delivering party. In cases where IMEA or the delivering party elects to measure at a secondary voltage, IMEA or delivering party may at its option adjust the reading to a primary basis by the use of compensating meters.

It is understood that in some instances the metering equipment may not be located at the Delivery Points. All meters shall be kept under seal, such seals to be broken only when the meters are to be tested and maintained.

Member shall provide at no cost to IMEA or delivering party suitable space, if necessary, for the installation of meters and metering equipment at the Delivery Points or Points of Measurement.

The Agency's meters or the meters of the underlying transmission or wholesale distribution service provider shall measure and record the electrical power and energy furnished hereunder at such Point of Measurement. Such metering equipment shall provide a continuous record of the 60-minute integrated total demand to Member at such Point of Measurement during each billing period throughout the term of the Contract. Such records shall be available at all

reasonable times to authorized agents of Member. Meter readings will be adjusted for losses where appropriate.

(d) Meter Testing

The Agency or the underlying transmission and/or wholesale distribution service provider shall test and calibrate meters or cause meters to be tested and calibrated by comparison with accurate standards at intervals not to exceed the periodic test schedule approved by the Illinois Commerce Commission for entities subject to its authority for similar meters. The Agency shall make or cause to be made special meter tests at any time at Member's request. The cost of all tests shall be borne by the Agency, except that if any special meter test made at Member's request shall disclose that the meters are recording accurately, Member shall reimburse the Agency for the cost of such tests. Meters registering not more than 2% above or below normal shall be deemed to be accurate. The readings for any meter which shall have been disclosed by test to be inaccurate shall be corrected in accordance with the percentage of inaccuracy found by such test for the period, not exceeding ninety (90) days, that such inaccuracy is estimated to have existed. Should any meter fail to register, the electric power and energy delivered during such period of failure shall for billing purposes be estimated by the Agency and Member from the best information available. The Agency shall notify Member or cause Member to be notified in advance of the time of any meter test so that Member's representative may be present at such meter test.

Testing procedures may be changed by the Agency from time to time to reflect current electric industry practice and such change shall be incorporated by the Agency within Schedule B. Member shall be entitled to install its own backup parallel metering.

(e) Limited Agency Relationship

Member hereby designates IMEA to be the agent for Member for the limited purpose of: (i) planning for and meeting requirements and obligations imposed on Member by the applicable RTO in connection with its status as a load serving entity or other market participant activities in the wholesale electricity markets of the applicable RTO; (ii) purchase of transmission services and wholesale distribution services in connection with the delivery of power and energy to serve Member's load, including any connection, interconnection, construction or related agreement with or tariff of the owner and/or operator of the transmission and/or distribution system to which Member's system is directly or indirectly connected; (iii) negotiating, executing and implementing any agreements with the owners of the transmission and distribution systems to which Member's distribution system is physically connected and the applicable RTO regarding transmission and distribution service necessary to deliver the power and energy to be supplied hereunder to Member and agreements regarding the connection of the respective systems and upgrades or new connections thereof; and (iv) managing any power

purchase agreement or ownership arrangement entered into by Member in connection with an election under the Member-Directed Resources option. IMEA agrees to act on Member's behalf as such agent.

Section 7. Additional Covenants of the Agency.

The Agency covenants and agrees as follows:

(a) Performance

The Agency shall perform all of its obligations under this Contract promptly with due diligence in accordance with Prudent Utility Practice. The Agency shall employ its best efforts to provide adequate, reliable and reasonable cost electric service to Member under this Contract. To this end the Agency shall plan to have such power and energy and such transmission resources available by contract or otherwise as are necessary and desirable to meet the requirements of all Participating Members, including reasonably anticipated growth as projected by the Agency.

The Agency will perform or cause to be performed services, including but not limited to, (i) coordinating and monitoring the investigating, studying, planning, engineering, designing, financing, installing, constructing, acquiring, operating, maintaining, retiring, decommissioning or disposing of any part of its Power Supply System; (ii) issuing and selling Bonds; (iii) planning, undertaking, coordinating and monitoring the economic dispatching and scheduling of power and energy to the Participating Members but only to the extent that the Agency possesses at the time its own load control capability; and (iv) providing such other services as the Agency from time to time shall determine to be appropriate or necessary to provide to Member and enable Member to utilize an adequate, reliable and economic supply of power and energy.

The duration and term of all contracts entered into by the Agency for the acquisition of facilities or for the acquisition of power and energy shall be determined by the Agency in light of its analysis of the power markets and determination of an appropriate mix of short, intermediate and long-term resources.

(b) Enforcement of Obligations

The Agency shall promptly collect all amounts due and enforce all provisions of the Power Sales Contracts and shall at all times maintain and promptly and vigorously enforce its rights against any Participating Member which does not pay sums when due or perform the contract obligations pursuant to the provisions of Section 5 of such Participating Member's Power Sales Contract. Likewise, IMEA will collect all amounts due and vigorously enforce its rights under and all provisions of any other contracts with any other purchasers.

(c) Records and Accounts

The Agency shall keep accurate records and accounts of its operations in connection with this Contract in accordance with generally accepted accounting practices. The Agency's books and records shall be audited independently once a year. Member shall have the right at any reasonable time to examine and audit such records at Member's expense.

(d) Prudent Utility Practice

The Agency shall, in accordance with Prudent Utility Practice: (i) at all times operate and conduct its business in connection with this Contract in an efficient manner, (ii) maintain the Power Supply System in good repair, working order and condition, and (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the Power Supply System so that at all times the business carried on in connection therewith shall be properly conducted.

(e) Other Services

The Agency may (but shall not be obligated to) provide such other services to Member as Member may request, including but not limited to, maintenance of Member's system, billing of Member's customers, safety training, load management, and meter reading. For any such service so provided by the Agency, the Agency will adopt charges therefor includable within its Rate Schedule(s), which charges shall be paid only by those Members requesting such service.

(f) Marketing Power.

After satisfying, to the extent provided for herein, the total requirements of all Participating Members, IMEA shall use its best-efforts to market and dispose of under the most economically advantageous terms and conditions obtainable, all its surplus electric power and energy which in the sole judgment of IMEA can be disposed of without adversely affecting performance by IMEA under this Contract.

(g) Sales to Non-Participating Members and Eligible Utilities

The Agency may provide power and energy to Members and eligible utilities as defined in the Act which are not Participating Members at rates and under terms and conditions to be prescribed by the Board of Directors.

Section 8. Additional Covenants of Member.

Member covenants and agrees as follows:

(a) Maintenance of Rates

Member shall maintain rates for electric power and energy to its customers so that such rates shall provide revenues which, together with other funds estimated to be available, will be sufficient to meet Member's obligations to the Agency under this Contract, and all other operating expenses of Member's electric system, and to pay all obligations of Member payable from, or constituting a charge or lien on, the revenues of its electric system.

If Member establishes or maintains an integrated utility system of which the electric system is a part for its electric, water, sanitary sewer, wastewater or similar utility systems (or any combination of two or more thereof which includes its electric system), it shall maintain its rates for the services provided to the customers of its integrated utility system so that such rates shall provide revenues, which, together with other funds estimated to be available, will be sufficient to meet Member's obligations to the Agency under this Contract, and all other operating expenses of Member's integrated utility system, and to pay all obligations payable from, or constituting a charge or lien on, the revenues of its integrated utility system.

(b) No Sale or Lease

Member shall not sell, lease or otherwise dispose of all or substantially all of its electric system except on one hundred twenty (120) days' prior written notice to the Agency and, in any event, shall not so sell, lease or otherwise dispose of the same unless all of the following conditions are met: (i) at the sole option of the Agency either (x) Member shall assign this Contract and its rights and interests hereunder to the purchaser, assignee or lessee of the electric system and such purchaser, assignee or lessee shall assume all obligations of Member under this Contract in such a manner as shall assure the Agency to its sole satisfaction that the amount of electric power and energy to be purchased hereunder and the amounts to be paid therefor will not be reduced, and if and to the extent deemed necessary by the Agency in its sole discretion to reflect such assignment and assumption, the Agency and such purchaser, assignee or lessee shall enter into an agreement supplemental to this Contract to clarify the terms on which power and energy are to be sold hereunder by the Agency to such purchaser, assignee or lessee; or (y) such purchaser, assignee or lessee shall enter into a new contract with the Agency for the purchase of electric power and energy in amounts, at prices and on terms which the Agency in its sole discretion determines not to be less beneficial to it and the other Participating Members than this Contract is and, upon such sale, lease or other disposition and the entering into of such new contract, this Contract shall be terminated; (ii) the senior debt, if any, of such purchaser, assignee or lessee, if such purchaser, assignee or lessee is not a Participating Member, shall be rated in one of

the three highest whole rating categories by at least one nationally-recognized bond rating agency; and (iii) the Agency shall by resolution determine that such sale, lease or other disposition will not adversely affect the other Participating Members of the Agency or the value of this Contract, or any new contract entered into pursuant to clause (i) (y) above, as security for the payment of Bonds and interest thereon or adversely affect the eligibility of interest on Bonds (then outstanding or thereafter to be issued) for federal tax-exempt status. The Agency shall make the determinations required by this subsection (b) within one hundred twenty (120) days of receipt by the Agency of the notice referred to in the first sentence of this subsection (b) and shall set forth those determinations in writing to Member.

In the event any sale, lease or other disposition is permitted pursuant to this subsection (b), Agency may request as additional security to preserve the flow of revenues under this Contract, and Member shall provide the funds to establish an escrow deposit equivalent to Member's pro rata contribution to the Agency's Revenue Requirements for the balance of this Contract's term. Every five years, after the establishment of such escrow deposit, Agency will release to Member such of the funds in the escrow equivalent to those paid to the Agency by Member's purchaser, assigns or lessee during such previous five years.

(c) Prudent Utility Practice

Member shall, in accordance with Prudent Utility Practice, (1) at all times operate its electric system, or integrated utility system of which the electric system is a part, and the business in connection therewith in an efficient manner, (2) maintain its electric system, or integrated utility system of which the electric system is a part, in good repair, working order and condition, and (3) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the electric system, or integrated utility system of which the electric system is a part, so that at all times the business carried on in connection therewith shall be properly conducted.

(d) Operating Expenses.

Member represents, warrants and covenants that all payments to the Agency pursuant to this Contract shall constitute operating expenses of Member's electric system (and any future ordinance authorizing borrowing by Member shall provide that such payments constitute operating expenses of the electric system) payable from any operating and maintenance fund established for such system, or for such integrated utility system of which the electric system is a part, and that such operating expenses are and shall remain payable from the revenues of Member's electric system, or integrated utility system, prior (except to the extent that any provision in any existing bond ordinance or borrowing resolution of Member governing outstanding obligations of Member provides to the contrary) to payment of any debt service payable from such revenues.

(e) Tax Status

- (i) Member shall not use or permit to be used any of the electric power and energy acquired under this Contract or operate its system in any manner or for any purpose or take any other action or omit to take any action which could, either alone or in conjunction with any other similar actions by Member or other Participating Members of the Agency, result in loss of the exclusion from gross income for federal income tax purposes of the interest on any Bond or Bonds issued by the Agency, or which could be issued by the Agency in the future, as that status is governed by the federal income tax laws, as amended from time to time, including but not limited to, Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated thereunder or as affected by a decision of any court of competent jurisdiction (collectively, the “Tax Laws”).
- (ii) At the time of execution of this Contract, Member has no contracts whereby any person, corporation, partnership or other non-governmental entity agrees to purchase from Member electric power and/or energy provided to Member under this Contract for a period of more than thirty (30) days except as shown on Schedule D hereto, and Member has no current expectation of entering into any such contracts, except as set forth in Schedule D hereto. At least sixty (60) days prior to entering into any contract whereby any person, corporation, partnership or other non-governmental entity agrees to purchase from Member electric power and/or energy provided to Member under this Contract for a period of more than thirty (30) days, Member shall notify the Agency of its intent to enter into such contract and provide copies of such contract to the Agency. Within sixty (60) days after receipt of such notice, the Agency shall advise Member as to whether, in the opinion of counsel of recognized standing in the field of law relating to municipal bonds selected by the Agency, the entering into of such contract would result in a violation of the covenant in clause (i) above. The cost of this opinion shall be borne by Member. Any determination by the Agency that any such contract would violate the-covenant set forth in clause (i) above shall be made by the Agency based upon the aforementioned opinion. In the event that allocations are necessary under the Tax Laws to determine whether entering into any such contract violates the covenant set forth in clause (i) above, the Agency shall make such allocations, in its sole discretion, after receipt of an opinion of counsel of recognized standing in the field of law relating to municipal bonds selected by the Agency and paid for by Member.

(f) Sale of Power.

Member shall not sell at wholesale any of the electric power and energy delivered to it hereunder by the Agency to any customer of Member or any other entity for

resale by that customer or entity, unless it has first given the Agency 60 days written notice of its intent to sell such power and energy. The Agency, after receipt of such notice, shall have 30 days in which to impose limits on the amount of power and energy to be sold or to veto such sale if the sale will jeopardize the Agency's availability of resources to serve its Participating Members or increase the cost of power and energy to the Agency.

- (g) Member Rate Design. Nothing in this Contract shall be construed to diminish or surrender the power of Member to regulate the rate design for public services rendered by Member to its ratepayers.

Section 9. Cooperation.

If it becomes necessary by reason of any emergency or extraordinary condition for either the Agency or Member to request the other Party to furnish personnel, materials, tools, or equipment for the accomplishment of its obligations hereunder, the other Party shall cooperate with the requesting Party and render such assistance as the other Party may determine to be available. The Party making such request, upon receipt of itemized bills from the other Party, shall promptly reimburse the other Party for all costs reasonably associated with providing assistance, including but not limited to costs of labor, supplies, facilities and equipment and may include an amount not to exceed ten percent (10%) of the total for administrative and general expenses; such costs are to be determined on the basis of current charges or rates used in its own operations by the Party rendering the assistance.

Section 10. Assignment of Contract.

- (a) This Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties to this Contract provided, however, that, except for any assignment by the Agency authorized by subsection (b) of this section, and except for any assignment by Member in connection with the sale, lease or other disposition of all or substantially all of its electric system as provided for in Section 8(b) above, neither this Contract nor any interest herein shall be transferred or assigned by either Party, except with the consent in writing of the other Party, which consent shall not be unreasonably withheld, it being understood that it would be reasonable for the Agency to withhold such consent if such transfer or assignment would (i) reduce the total amount of electric power or energy being sold hereunder; (ii) be to a party (other than a Participating Member of the Agency) with senior debt, if any, not rated in one of three highest whole rating categories by at least one nationally recognized bond rating agency; or (iii) adversely affect the value of this Contract or any new contract entered into pursuant to clause (i) (y) of Section 8(b) hereof as security for the payment of Bonds and interest thereon or affect the eligibility of interest on Bonds (whether then outstanding or thereafter to be issued) for federal tax-exempt status. No assignment or transfer of this Contract shall relieve the Parties of any obligation hereunder, unless specifically agreed to in writing by the other Party. It is understood and agreed that if this Contract is assigned or pledged by the Agency pursuant to subsection (b) of this section 10, no

proposed assignment of this Contract by Member shall be consented to by the Agency except in accordance with the terms of such assignment and pledge by the Agency and any applicable Bond Ordinance or other governing instrument of the Agency, in addition to the foregoing.

- (b) It is understood and agreed that the Agency may issue Bonds (or other financial instruments) and enter into long-term contractual obligations on behalf of the Agency and Participating Members in connection with meeting its obligations under this Contract. Member acknowledges and agrees that the Agency may assign and pledge to any trustee or similar fiduciary designated in any Bond Ordinance all of, or any interest in, the Agency's right, title and interest in, to and under this Contract and all payments to be made to the Agency under the provisions of this Contract as security for the payment of the principal (including sinking fund installments) of, premium, if any, and interest on any Bonds and all other payments as required by the Bond Ordinance and may deliver possession of this Contract to such trustee in connection therewith, and, upon such assignment, pledge and delivery, the Agency may grant to such trustee any rights and remedies herein provided to the Agency and thereupon any reference herein to the Agency shall be deemed, with the necessary changes in detail, to include such trustee. Member agrees to take all steps necessary to facilitate any such assignment and pledge.

Section 11. Insurance.

The Parties to this Contract shall each procure and maintain such policies of general liability insurance and other insurance or self-insurance as shall be necessary in accordance with Prudent Utility Practice to insure themselves against any claim or claims for damages arising by reason of property damage, personal injury or death occasioned directly or indirectly in connection with the operation of its electric system, or integrated utility system of which the electric system is a part, or the performance of activities undertaken by it in connection with this Contract.

The Agency and Member shall maintain insurance, if available, or self-insurance on their electric facilities to cover damage or accident to those facilities in an amount consistent with Prudent Utility Practice.

Each Party agrees to defend, indemnify and hold harmless the other Party against any and all claims, liability, loss, damages or expense, including attorneys' fees, caused by or resulting solely from the operation of the indemnifying Party's electric facilities, or integrated utility system facilities, or solely from the negligent acts or omissions of the indemnifying Party, its employees or agents. This provision is not intended to be, and shall not be construed to constitute, a waiver for any purpose as to any person or entity of any statutory claim, procedure or statutory limitation on liability applicable to either Party.

Section 12. Opinions as to Validity.

If reasonably requested by the Agency in connection with a financing or long-term contract by the Agency, Member shall timely furnish the Agency with an opinion by an attorney or firm of

attorneys and a certificate from Member to the effect that (i) Member is a political subdivision and municipal corporation of the State of Illinois and is fully authorized and empowered under the laws of the State of Illinois to enter into this Contract and to perform its obligations hereunder, (ii) based upon the attorney's knowledge and due investigation, no consent, order, waiver or any other action by any person, board or body, public or private, is required as of the date of execution of this Contract by Member for Member to enter into this Contract and to perform its obligations hereunder, (iii) based upon the attorney's knowledge and due investigation, there is no action, suit or proceeding at law or in equity or by or before any court, administrative agency, governmental instrumentality or other agency pending or threatened against or affecting Member or its electric utility system (or, if Member's electric utility system shall be deemed to be a part of an integrated utility system, such integrated utility system) which seeks to prohibit, restrain or enjoin Member from entering into or complying with its obligations contained in this Contract, including payment of obligations to the Agency, or in any way affects or questions the validity or enforceability of this Contract, or in any way might materially adversely affect Member's ability to carry out the transactions contemplated by this Contract, (iv) this Contract has been duly and validly authorized, executed and delivered by Member and constitutes a legal, valid and binding obligation of Member enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization and similar laws of general application relating to the rights and remedies of creditors, and (v) the execution and delivery of this Contract and compliance by Member with its terms will not conflict with, or constitute on the part of Member a breach of or a default under, any existing statute, law, governmental rule, regulation, decree, resolution, ordinance, charter or order, or any agreement, indenture, mortgage, lease or instrument to which Member is subject or by which it is or its properties are or may be bound.

Member shall at its sole expense furnish the Agency, in form and substance satisfactory to and at such time requested by the Agency, such additional legal opinions, certificates, instruments and other documents as the Agency may reasonably request. The Agency shall at its sole expense furnish Member, in form and substance satisfactory to and at such time requested by Member, such additional legal opinions, certificates, instruments and other documents as Member may reasonably request.

Section 13. Dispute Resolution/Procedure.

Should any dispute arise under this Contract concerning the interpretation or application of the Contract or should any controversy, claim or counterclaim arise, then before the initiation of litigation, such dispute shall be submitted to the chief executive officers of the Parties for resolution. Each Party shall designate its chief executive officer. In the event no agreement is reached, the Parties shall have all remedies, either at law or in equity, including but not limited to an action for specific performance, mandamus, and/or injunction.

Section 14. General Provisions.

(a) Regulation.

This Contract, and the respective obligations of the Parties hereunder, are subject to all valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction.

(b) Access and Information.

Duly authorized representatives of the Agency and Member shall be permitted to enter the other's premises at all reasonable times in order to carry out the provisions of this Contract.

The Agency and Member will promptly furnish each other such information as may be reasonably requested from time to time in order to carry out more effectively the intent and purpose of this Contract, or as may be reasonably necessary and convenient in the conduct of the operations of the Party requesting such information. Without limiting the generality of the foregoing, Member shall, upon request, furnish to the Agency all such information, certificates, engineering reports, feasibility reports, information relating to load forecasting and power supply planning, financial statements, opinions of counsel (including the opinion required by Section 12 hereof), official statements and other documents as shall be reasonably necessary in connection with any financial reporting by the Agency, or any issuance of Bonds or any other financing instruments and other contractual obligations undertaken by the Agency on behalf of the Participating Members.

Each Party may audit the books and records of the other Party upon reasonable request, and the cost shall be paid by the requesting Party.

Member shall assist the Agency in forecasting Member's power and energy requirements to be provided under this Contract. To this end Member shall promptly provide the Agency with notice of all anticipated changes in Member's electric load and shall provide the Agency with Member's projected future power and energy requirements in such form or for such periods as the Agency may from time to time request. Member also shall provide the Agency with all other information reasonably sought by the Agency for the purpose of load forecasting and planning.

Member further agrees to provide such certificates and opinions as may be required by the Agency for any financing or other financial security.

(c) Compliance with Terms of Service.

Member agrees to comply with all terms and conditions of service applicable to sales of power and energy and/or transmission and wholesale distribution service

procured by the Agency from any supplier for Member's load, including any connection, interconnection, construction or related agreement with or tariff of the owner and/or operator of the transmission and/or distribution system to which Member's system is directly or indirectly connected. The Agency shall provide Member with a copy of all such terms and conditions of service.

(d) Demand-Side Programs.

Member agrees to cooperate with and endeavor to implement at Member's cost any demand-side, demand response, conservation, load management and similar programs of the Agency adopted in connection with the provision of service hereunder.

(e) Relationship to and Compliance with Other Instruments.

It is recognized by the Parties hereto that, in undertaking, or causing to be undertaken, the planning, financing, construction, acquisition, operation and maintenance of the Power Supply System, the Agency must comply with the requirements of any Bond ordinance, any agreements for the purchase or transmission of power and energy, any agreement with any owner or co-owner of or participant or co-participant in any facility included in the Power Supply System relating to the construction, operation or maintenance thereof and all licenses, permits and regulatory approvals necessary for such planning, financing, construction, acquisition, operation and maintenance, and it is therefore agreed that the Agency's performance under this Contract must be consistent with the terms and provisions of any Bond Ordinance, any such agreements for the purchase or transmission of power and energy (including any provisions for the curtailment or interruption of power and energy or transmission service contained therein), any such agreement with any owner or co-owner of or participant or co-participant in any facility included in the Power Supply System and all such licenses, permits, and regulatory approvals.

(f) No Relationship Created

None of the provisions of this Contract is intended to create, nor shall it be deemed to create, any relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effectuating the provisions of this Contract. Except as specifically provided for herein, neither Party, nor any of their respective officers, agents or employees, shall be construed to be an officer, agent or employee of the other, solely by reason of the existence of this Contract. Except as specifically provided for herein, neither Party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf of or in the name of the other Party.

(g) Amendment.

Except as provided for expressly herein, neither this Contract nor any terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing executed by each Party to this Contract.

(h) Governing Law.

This Contract shall be governed by, and construed in accordance with, the laws of the State of Illinois without regard to any conflicts of law principles.

(i) Delays and Waivers.

The failure of either Party to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this Contract shall not be construed as a waiver or relinquishment of the future performance of any other term, covenant or condition, but the defaulting Party's obligation with respect to future performance of any other term shall continue in full force and effect. The failure of either Party to take any action permitted to be taken by it by this Contract shall not be construed as a waiver or relinquishment of that Party's right thereafter to take such action.

(j) Headings; References.

The headings used in this Contract are for convenience only and shall not constitute a part of this Contract. Unless the context clearly requires otherwise, all references to "Sections" and other subdivisions are to the sections and subdivisions of this Contract.

(k) Severability.

In the event that any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction under the circumstances, the remainder of this Contract and the application of its terms, covenants or conditions to such persons or circumstances shall not be affected thereby. If any provision of this Contract is held invalid, the Parties agree to negotiate a revision to this Contract which to the extent possible restores the original intent of this Contract with respect to the invalid provision.

In the event that any of the terms, covenants or conditions of any Power Sales Contract for Participating Members (other than this Contract), or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction under the circumstances, it is agreed by the Parties hereto that such invalidity shall have no effect whatsoever upon any of the terms, covenants or conditions of this Contract.

(1) Notices.

Any notice required or permitted under this Contract shall be in writing and shall be given by personal delivery, including by electronic mail; by private courier service, such as Federal Express or United Parcel Service; or by certified mail, return receipt requested, addressed as follows:

To the Agency: Illinois Municipal Electric Agency
Attention: President & CEO
3400 Conifer Drive
Springfield, Illinois 62711
e-mail: kgaden@imea.org

To Member: Village of Rantoul
Attention: Village President
333 S. Tanner Avenue
Rantoul, IL 61866

Either Party may, by written notice, designate a different or additional address for notices to it. All notices hereunder shall be effective only upon receipt by the Party to which notice is being given. If a Party declines or refuses to accept or otherwise frustrates reasonable attempts to make delivery of the notice, the notice shall be deemed to have been received and shall be effective as of the date one day after it was sent.

(m) Survivorship of Obligations.

The termination of this Contract shall not discharge either Party hereto from any obligation it owes to the other Party under this Contract by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the Parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Contract or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Contract) shall survive the termination of this Contract.

Section 15. No Adverse Distinction

IMEA agrees that there shall be no adverse distinction and no pattern of undue discrimination in carrying out its obligations under this Contract relating to Member as compared to other Participating Members; provided, however, that differences in treatment between Participating Members based on variances in cost of service determined by the Agency and other criteria as provided for in Section 3 shall not be considered an adverse distinction or undue discrimination for purposes of this Contract. Member's sole remedy for adverse distinction is pursuant to this Contract.

Section 16. Intergovernmental Freeze.

This Contract and the obligations hereunder shall not be subject to the Local Government Financial Planning and Supervision Act of the State of Illinois, or, to the extent permitted, to any other stay, moratorium, freeze or bankruptcy law.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their proper officials, respectively, being thereunto duly authorized, and their respective corporate seals to be hereto affixed, as of the day, month and year first above written.

ILLINOIS MUNICIPAL ELECTRIC AGENCY

By: _____
President & CEO

ATTEST:

Assistant Secretary-Treasurer

VILLAGE OF RANTOUL, ILLINOIS

By: _____
Village President

ATTEST:

Village Clerk

REVISED SCHEDULE A

ILLINOIS MUNICIPAL ELECTRIC AGENCY SERVICE SPECIFICATIONS

MEMBER: Village of Rantoul, Illinois

1. Applicability. These service specifications are applicable to the Power Sales Contract dated as of June 1, 1990 covering the supply and delivery of electric power and energy by the Agency to the Village of Rantoul, Illinois, hereinafter referred to as the "Participating Member."
2. Points of Delivery. The Agency is obligated to deliver electric power and energy contracted for by the Participating Member at the following points and voltages, which are shown in the diagram under paragraph 5 hereof:

<u>Delivery Point Identity and Location</u>	<u>Delivery Voltage</u>
a) Ameren Rantoul Substation Bkr. [REDACTED] line terminal dead end	69 kV
b) Ameren Rantoul Substation Bkr. [REDACTED] line terminal dead end	69 kV
c) Ameren Rantoul Substation Bkr. [REDACTED] line terminal dead end	69 kV
d) All dedicated generation (Units 9, 10, 11)	480 V
(Units 15, 16)	480 V
(Units 12,13,14)	480 V
e) Solar Facility Phase 1 – 1000kW	12.47 kV
f) Solar Facility Phase 2 – 1000kW	12.47 kV

3. Points of Measurement. The Agency shall meter electric power and energy delivered to the Participating Member as follows and as shown in the diagram under paragraph 5 hereof:

<u>Metering Point Identity and Location</u>	<u>Metering Voltage</u>
a) Ameren Rantoul Substation Bkr. [REDACTED] line terminal	69 kV
b) Ameren Rantoul Substation Bkr. [REDACTED] line terminal	69 kV
c) Ameren Rantoul Substation Bkr. [REDACTED] line terminal	69 kV
d) All dedicated generation (Units 9, 10, 11)	480 V
(Units 15, 16)	480 V
(Units 12,13,14)	480 V
e) Solar Facility Phase 1 – 1000kW	12.47 kV
f) Solar Facility Phase 2 – 1000kW	12.47 kV

4. Adjustments. Where electric power and energy are metered on the low side of a transformer at any Point of Delivery, meter readings for all electric power and energy supplied by the Agency at such metering point will be increased to compensate for transformer losses between the delivery voltage and the metering voltage.

If there are other losses between any Point of Measurement and any Point of Delivery, an appropriate loss factor will be used to compensate for losses.

5. Diagram: Following is a one-line diagram of the facilities at each Point of Delivery and Point of Measurement. The engineering and electric system design information contained in the attached one-line drawing classifies as Critical Electric Infrastructure Information (CEII) and it is not available for public inspection. A public version is attached for public records purposes.

Effective: _____

Approved: _____

Issued by: _____

A-1

SCHEDULE B

**ILLINOIS MUNICIPAL ELECTRIC AGENCY
POWER SALES RATE SCHEDULE**

TO BE APPROVED BY IMEA BOARD OF DIRECTORS IN THE FUTURE.

SCHEDULE D

MEMBERS LONG TERM POWER CONTRACTS FOR SALES

**CAPACITY PURCHASE AGREEMENT
BETWEEN
ILLINOIS MUNICIPAL ELECTRIC AGENCY
AND THE
VILLAGE OF RANTOUL, ILLINOIS**

This Agreement is entered into as of the ____ day of _____, _____ between ILLINOIS MUNICIPAL ELECTRIC AGENCY (“IMEA” or the “Agency”), a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, and the VILLAGE OF RANTOUL, ILLINOIS (“Member” or “Rantoul”), a municipal corporation created and existing under the laws of the State of Illinois. The Agency and Member may also be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, IMEA and Member have entered into a Power Sales Contract, dated the same day as this Capacity Purchase Agreement, pursuant to which Member has agreed to purchase and IMEA has agreed to provide and sell, subject to certain limitations, all of the electric power and energy required for the operation of Member’s municipal electric utility and to meet the full service obligation of Member’s service area for an initial term of October 1, 2035 through May 31, 2055, the term of which may be extended from time to time in the future, either automatically or by amendment; and

WHEREAS, Member owns certain electric generating units connected to its electric distribution system that are available for dedication to IMEA; and

WHEREAS, the parties hereto desire to enter into an Agreement that will make available to IMEA effective use of Member’s generating capacity on a year-round basis and for the duration of Member’s Power Sales Contract; and

WHEREAS, IMEA and Member have agreed to Terms and Conditions, attached hereto as Exhibit “A”, which are substantially the same as those in the Capacity Purchase Agreements that IMEA has entered or will enter into with other Participating Members that own and have dedicated all or a portion of their generating capacity to IMEA.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties do hereby mutually agree as follows:

1. The Board of Directors of IMEA shall adopt, approve, and provide for the implementation of the IMEA Member Generation Policy to govern the Generating Facilities dedicated to IMEA’s use under this Agreement and Capacity Purchase Agreements with other Participating Members. The Board shall have full authority to revise existing provisions of the Member Generation Policy, to add to the matters and things covered thereunder as circumstances warrant, and to reorganize and/or restate the Member Generation Policy. The IMEA Member Generation Policy shall be revised, or shall be deemed to have been revised, to comport with any new or revised requirements of the applicable RTO as they relate to the Member’s Generating Facilities.

2. The Member shall license, operate, and maintain, at its sole expense, the generating units ("Generation") identified in Table "A" of Exhibit "A" attached hereto, connected to Member's electric system through switchgear capable of operating in parallel with the utility grid. Table "A" identifies both Generation that is dedicated to IMEA hereunder as Dedicated Capacity and other Generation owned by Member, if any, that consists of either Non-Dedicated units or Emergency Only units as those terms are used from time to time under the then current IMEA Member Generation Policy.
3. The Generation identified as Dedicated Capacity on such Table "A" shall be treated as Dedicated Capacity under the terms and conditions set forth in Exhibit "A" attached hereto and incorporated herein by reference, and the IMEA Member Generation Policy in effect from time to time.
4. Member shall have sole responsibility for final determination of the suitability for service of the Generation. Member shall have sole responsibility for the safety of its workers on or about the Generation.
5. Member agrees to defend, indemnify, and hold harmless IMEA against any and all claims, liabilities, loss, damages, or expenses, including attorney's fees, caused by, or resulting solely from the operation of the Generation covered by this Agreement unless such claims, liabilities, loss, damages, or expenses are directly attributable to willful, malicious, or grossly negligent acts of IMEA.
6. For environmental purposes, without waiving the permitting requirements set forth in the Terms and Conditions in Exhibit A, IMEA will determine each year a targeted maximum annual plant factor for Members' generating units that are to be used as Dedicated Capacity (currently 10%), similar to how it has been done under IMEA Resolution #00-10-536 and Member shall license the Generation so as to be able to maintain at least such annual plant factor.
7. The Effective Date and delivery term of this Agreement shall be the same as the Power Sales Contract between Member and IMEA, which is a separate and distinct agreement between the Parties. The delivery term of this Agreement shall be extended to continue to match that of the Power Sales Contract as it may be extended from time to time in the future. Notwithstanding the foregoing, Member may terminate this Agreement with respect to any or all of the Generation with a 180-day notice to IMEA for the purpose of retiring or otherwise removing any or all of the Generation from Member's system. Otherwise, this Agreement shall terminate upon mutual consent of the parties or upon termination of the Power Sales Contract between Member and IMEA. In the event this Agreement should be terminated or not be in effect for any reason, or if the Member for any reason is not entitled to payment for services rendered hereunder, the Power Sales Contract shall remain in full force and effect.

8. To the extent that any provision of this Agreement is deemed to be inconsistent with the provisions of Exhibit "A" hereof, the provisions of Paragraphs 1 through 7 of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, respectively, being thereunto duly authorized, as of the day, month and year first above written.

ILLINOIS MUNICIPAL ELECTRIC AGENCY

BY: _____
President & CEO

ATTEST: _____
Assistant Secretary/Treasurer

VILLAGE OF RANTOUL, ILLINOIS

BY: _____
Village President

ATTEST: _____
Village Clerk

Exhibit “A”

CAPACITY PURCHASE AGREEMENT

Terms and Conditions

SECTION 1 – DEFINITIONS

Definitions. The following terms when capitalized shall, for all purposes of this Agreement, have the following meanings:

Cost of Fuel shall mean the actual cost of fuel used as determined on a weighted average basis. The weighted average cost of fuel shall be defined as the cost of fuel on hand at the beginning of the month plus the cost of fuel received during the month, divided by the total quantity of fuel on hand and received during the month. The weighted average cost of fuel calculated in any month shall be used as the cost of fuel on hand for the following month. The cost of fuel shall include the cost of fuel in inventory and the expense of unloading the fuel from the shipping media. The cost of fuel in inventory includes the weighted average cost of fuel, freight, and other transportation expenses, including pipeline company charges or penalties related to restricted flow notices, excise taxes, and other expenses directly assignable to the cost of fuel. For all generation, the cost of transportation, in this usage, shall not include the cost of unloading the fuel, so as not to double count it.

Dedicated Capacity shall mean, with respect to any Generating Facility, the dependable capacity of such Generating Facility as established and revised from time to time by IMEA through tests performed pursuant to Section 3 hereof. As of any date, the preliminary Dedicated Capacity shall be the dependable capacity most recently established through such tests and shall be subsequently listed on Table A hereof, except that:

- For purposes of determining payments for the Dedicated Capacity/Capacity Credits, the amount of the Generation that is considered to be Dedicated Capacity shall be limited to the lesser of: (i) the net tested capability of the Generating Facilities listed under the category of Dedicated Capacity on Table A, as amended from time to time; (ii) such net tested capability as reduced by any limitations imposed under this Agreement and the IMEA Member Generation Policy for a replacement resource or other transfer that exceeded the allowed or approved amount, thereby creating non-dedicated capacity; (iii) the declared Dedicated Capacity for such Generating Facilities by the Member; (iv) the installed or net tested capacity value for the unit (currently referred to in the industry as ICAP) that is recognized by the RTO for purposes of bidding the forced outage adjusted or usable portion thereof (currently referred to in the industry as UCAP or SAC) and allowed to be bid into the RTO’s capacity auctions or used in an IMEA capacity or load management program; and (v) Member’s highest peak demand (kW) from the previous three calendar years. Notwithstanding the foregoing, if IMEA or the Member has appropriate rights and/or approvals from the RTO and any other required entity for the members’ Generating

Facilities to exceed its peak demand by a limited or unlimited amount, that amount shall be added to the peak demand for purpose of the above determination. Such Dedicated Capacity Payment shall be adjusted on May 1 of each calendar year following the effective date of this Capacity Purchase Agreement based on the previous year's testing, and Table A will be or shall be deemed to be amended to reflect the new Dedicated Capacity amount for payment purposes.

Generating Facilities shall mean those generating facilities of Member which are listed (or if Table A has not been properly updated, those generating facilities of Member that should be listed) as Dedicated Capacity on Table A. Additional Generating Facilities may be added to Table A as Dedicated Capacity by the Member only with the written consent of IMEA, following approval by the IMEA Board of Directors, which approval and consent shall be determined in the Board's reasonable discretion. Where the Member's Generating Facilities or a portion thereof consist of one or more units of a common type (e.g. natural gas-fired steam generating units or internal combustion engines) such Generating Facilities shall be treated as a single Generating Facility for purposes of determining payments for Dedicated Capacity.

Point of Delivery shall mean any point at which IMEA shall be required to deliver power and energy to the Member as set forth in Schedule A of the Power Sales Contract, and will include the point of connection of each of the Generating Facilities and other Generation as listed on Table A.

Power Sales Contract shall mean the power sales contract, dated as of _____, _____, between IMEA and the Member pursuant to which IMEA sells to the Member, and the Member purchases from IMEA, capacity and energy on the terms and conditions set forth therein, as amended from time to time and/or Power Sales Contracts with other Participating Members, as the context requires.

Prudent Utility Practice shall mean any of the practices, methods and acts which, in the exercise of reasonable judgement in the light of the facts (including but not limited to any practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto) known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with reliability, safety and expediency. In applying the standard of Prudent Utility Practice to any matter under this Agreement, equitable considerations shall be given to the circumstances, requirements and obligations of each of the Parties, and there shall be taken into account the fact that the Agency and Member are both political subdivisions and municipal corporations of the State of Illinois with prescribed statutory powers, duties and responsibilities. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or acts, to the exclusion of all others, but rather to a spectrum of possible practices, methods, or acts which could have been expected to accomplish the desired result at reasonable cost consistent with reliability, safety and expediency. Prudent Utility Practice includes due regard for manufacturer's warranties and the requirements of governmental agencies which have jurisdiction.

Regional Transmission Organization or "RTO" shall mean the entity designated by the Federal Energy Regulatory Commission ("FERC") to direct operation of the regional electric transmission grid in its area, including the dispatching of generating resources (which shall include the Generating Facilities covered by this Agreement), and that controls the wholesale electric markets

for its area. The RTOs that currently control the areas where IMEA's Participating Members are located are Midcontinent Independent System Operator, Inc., or its successor ("MISO"), and PJM Interconnection, LLC, or its successor ("PJM"). At the execution of this Agreement, for those Participating Members that are served by Commonwealth Edison Company for transmission service, the currently applicable RTO is PJM. For those Participating Members that are served by Ameren Illinois Company, City of Springfield CWLP, Southern Illinois Power Cooperative, or Hoosier Energy Rural Electric Cooperative, Inc., the currently applicable RTO is MISO. Throughout the duration of this Agreement the applicable RTO is subject to change for reasons that are outside the control of the Agency and the Participating Members.

SECTION 2 – DEDICATED CAPACITY

- (A) Commencing on October 1, 2035, Member shall make available to IMEA for use by IMEA and IMEA shall take delivery from Member of the Dedicated Capacity of each of Member's Generating Facilities.
- (B) The electrical output of the Dedicated Capacity shall be delivered to IMEA at Member's Points of Delivery.
- (C) Neither IMEA nor Member shall be responsible for the transmission, control, use or application of electric power provided under this Agreement on the other Party's side of the Point of Delivery therefor and shall not, in any event, be liable for damage or injury to any person or property whatsoever arising, accruing, or resulting from, in any manner, the receiving, transmission, control, use, application, or distribution by IMEA or Member of said electric power.
- (D) IMEA will not schedule the operation of Member's Generating Facilities at levels less than the minimum operating capacity of such Generating Facilities established in accordance with the provisions of Section 5(A) hereof.
- (E) The payment for Dedicated Capacity, Dedicated Capacity operation, dispatch, and the treatment of dedicated co-generation capacity under this agreement shall be in accordance with the provisions of Attachment I which is attached hereto and incorporated herein by reference.

SECTION 3 – TEST PROCEDURES

The preliminary Dedicated Capacity in kW of a Generating Facility shall be determined through tests performed according to the requirements of the RTOs as reflected in the testing provisions of the IMEA Member Generation Policy, as the same may be modified from time to time. If the RTO requirements change in the interim between annual tests and require retesting before the next normally scheduled test, then tests to confirm the new preliminary Dedicated Capacity shall be performed as soon as practical after a revision of the RTO requirements. Table A will then be modified according to the results of the test. If the relevant RTO stops having testing requirements, IMEA shall establish such testing requirements in the Member Generation Policy, as considered and approved by the IMEA Board of Directors from time to time.

Tests will be conducted at least annually, or more often at the request of either party or as required by the relevant RTO; in no case will the test be performed more than twice in one year unless a test required by the relevant RTO is called by the RTO after 2 tests have already been completed. IMEA shall base the net tested capability on periodic capability tests, but the tested capability will not exceed the manufacturer's name plate rating. Member may utilize the kVA nameplate rating as the maximum capability of a unit provided that the unit(s) can operate at the tested power factor during typical peak operations. Table A will then be modified according to the results of the test. Payment for the revised Dedicated Capacity shall begin on the later of May 1 or the first day of the month following the period in which the test was performed, and the test results were provided to and accepted by Member.

The tests shall be conducted jointly by representatives of IMEA and Member with Member personnel and equipment necessary to operate the Generating Facilities being furnished and paid for by Member.

SECTION 4 – PAYMENT FOR DEDICATED CAPACITY

- (A) Member Capacity Credits shall be determined in accordance with the provisions of Attachment I. The Board of Directors of IMEA shall review and, if necessary, revise the Member Capacity Credits along with its review of the Rate Schedules in the Power Sales Contract.
- (B) IMEA shall prepare and send to Member a statement showing the amounts due and payable for its Dedicated Capacity each month along with the bill for power supply under the Power Sales Contract. Payments will be in the form of credits on the Power Sales Contract bill unless requested otherwise by Member, in which case payments under this Agreement shall be due and payable on or before the 30th day following receipt of the statement. The form of the statement shall be specified by IMEA.
- (C) Should all or a portion of the Dedicated Capacity not be available to IMEA in any month due to equipment failure or breakdown, Member shall use its best efforts to correct such failure or breakdown as promptly as possible.
- (D) Dedicated Capacity of any Generating Facility removed from availability for scheduled maintenance procedures, testing and training may continue to receive monthly payments under certain circumstances if appropriate notice is given and approval granted by IMEA. The circumstances where payments will be withheld shall be as reasonably determined by the IMEA Board of Directors for different types and timing of outages as set forth in the IMEA Member Generation Policy in effect at that time, which may be amended from time to time.
- (E) If all or part of the Dedicated Capacity from any Generating Facility is unavailable for a continuous period of twelve (12) months other than due to its removal from availability by prior written notice to, and with the approval of IMEA, which period may be extended up to a total of twenty-four (24) months, or such longer period as allowed by the Agency's Board of Directors, in accordance with the then current Member Generation Policy, IMEA shall have the right to reduce the Dedicated Capacity for such Generating Facility for the

remainder of the term of this Agreement by the amount of such unavailability expressed in kilowatts and Table A shall be revised accordingly.

- (F) Reporting forms for Member to use in reporting costs and operational details to IMEA are included under Attachment II and shall be updated and amended from time to time by the Agency as required to comply with the policies, rules, and tariffs of the RTOs and/or as approved by the Agency's Board of Directors, as part of any amendments to the Member Generation Policy from time to time.

SECTION 5 – RESPONSIBILITIES OF MEMBER

Member shall, without any additional charge to IMEA:

- (A) Operate its Generating Facilities in accordance with Prudent Utility Practice to provide Dedicated Capacity whenever called upon by IMEA, and in accordance with the IMEA Generation Policy as in effect at the time. The IMEA Generation Policy may be reviewed and revised from time to time.
- (B) Maintain its Generating Facilities and any of its other Generation that IMEA may allow to be used as replacement capacity in good and readily operable condition and place Dedicated Capacity in service following notice by IMEA, synchronized and operated in parallel with IMEA's interconnected electric system, which transmits electricity to Member, and operating at scheduled load without abnormal delays for the type of generation facilities involved and shall produce requested output from the Dedicated Capacity within notice and start times specified by appropriate IMEA staff representatives in accordance with the IMEA Generation Policy as in effect at that time, which may be amended from time to time .
- (C) Have manpower available to operate up to all of the Generating Facilities producing Dedicated Capacity when called upon by IMEA to do so.
- (D) Make all necessary and required modifications to meet present or future local, state, or federal laws and regulations to permit operation of Member's Generating Facilities to the level specified as Dedicated Capacity. If Member does not make such modifications, the amount of Dedicated Capacity in kW shall be reduced to reflect the inoperability of such Generating Facility and Table A shall be modified accordingly.
- (E) Operate the Dedicated Capacity for the production of electric energy only for sale to IMEA and only when requested by IMEA; provided, IMEA shall schedule Dedicated Capacity in accordance with the schedules initially set by the IMEA operations staff for testing or periodic exercising of equipment. The Member may request a reasonable alternative time and IMEA agrees that approval of such shall not be unreasonably withheld. When transmission system failures prevent the delivery of electric power and associated energy to Member pursuant to the Power Sales Contract, Member may operate its Generating Facilities to provide for Member's requirements of power and energy during the period of such failures. Payments by IMEA for such power and energy shall be as required under Section 4 of this Agreement. Payments by Member for power and energy shall be as required under the Power Sales Contract.

- (F) Not schedule routine maintenance outages of all or any part of the Dedicated Capacity without prior written approval by authorized IMEA personnel in order that IMEA can schedule the operation of other available resources.
- (G) Exercise and test its Generating Facilities in accordance with the IMEA Generation Policy as is then currently in effect and as may be amended from time to time, and allow periodic inspections by IMEA at Member's Generating Facilities as required by IMEA from time to time and to demonstrate Dedicated Capacity according to tests required by Section 3 of this Agreement when requested by IMEA. Member may be subject to reasonable penalties under the Member Generation Policy for failure to exercise and/or failure to test designed to incentivize proper staff training, maintenance, and planning.
- (H) Prepare and submit to IMEA monthly reports concerning the Generating Facilities as may be reasonably requested and on forms provided by IMEA and to permit IMEA to cause an audit to be made of Member's books and records.
- (I) Install or cause to be installed the switches, controls, and other protective equipment necessary to protect Member's Generating Facilities when such Facilities are operating interconnected directly or indirectly with the interconnected electric system.
- (J) Maintain inventories of appropriate fuels as set forth in any approved operating provisions as adopted by IMEA. Such inventories will be based on the Generating Facility's expected generation output, consideration of Member's physical fuel handling facilities, and other economic or non-economic factors.
- (K) Maintain all relevant insurance on its Generating Facilities in accordance with Prudent Utility Practice.

Member has the right under Illinois law to incur indebtedness to facilitate compliance with this Section and this Agreement and to improve its electric utility system and nothing in this Agreement shall be construed as affecting that right.

SECTION 6 – RESPONSIBILITIES OF THE AGENCY

- (A) IMEA shall notify or cause to be notified Member when it is to operate Generating Facilities and IMEA agrees to give Member as much advance notice of required operation as is feasible under the circumstances then existing. IMEA's scheduling of the operation of Generating Facilities shall be in accordance with the IMEA Member Generation Policy in effect from time to time.
- (B) The duration of operating time requested by IMEA shall be a minimum of two hours for combustion turbine and diesel generating facilities or eight hours for steam generating facilities. The Board of Directors of IMEA may establish different minimum and/or maximum notice and run times in its Member Generation Policy that is currently then in effect and as may be amended from time to time.
- (C) [Reserved]

- (D) IMEA's records and accounts shall be audited annually by a firm of independent public accountants of national reputation, to be employed by IMEA. Such records and accounts and such annual audit, including all written comments and recommendations of such accountants, shall be made available for inspection at any reasonable time by Member at the principal office of IMEA.

SECTION 7 – METERING

- (A) IMEA shall furnish or cause to be furnished, install, and maintain metering equipment at the Generating Facilities if IMEA deems it appropriate to be able to reliably schedule and invoice the output of the generation output. The metering equipment shall be used to measure and record the capacity and energy generated by Member's Dedicated Capacity for the account of IMEA. Such metering equipment shall provide a continuous record of the 60-minute integrated kW generated net output of Member's Dedicated Capacity during each billing period throughout the term of this Agreement. Such records shall be available at all reasonable times to authorized agents of Member.
- (B) When Member is operating its Generating Facilities, the metering equipment at the Generating Facilities will be used in conjunction with other metering provided for in the Power Sales Contract to measure and compute all power and energy transactions between Member and IMEA under this Agreement and the Power Sales Contract.
- (C) If IMEA installs such metering, IMEA shall test and calibrate meters or cause meters to be tested and calibrated by comparison with accurate standards at intervals of not less than thirty-six (36) months. IMEA shall also make or cause to be made special meter tests at any time at Member's request. The cost of all tests shall be borne by IMEA except that if any special meter test made at Member's request shall disclose that the meters are recording accurately, Member shall reimburse IMEA for the cost of such test. Meters registering not more than two percent above or below normal shall be deemed to be accurate. The readings for any meter which shall have been disclosed by test to be inaccurate shall be corrected in accordance with the percentage of inaccuracy found by such test from the beginning of the first billing period which began after the next preceding metering test but in any case for no period longer than 90 days. Should any meter fail to register, the electric power and energy generated during such period of failure shall for billing purposes be estimated by IMEA from the best information available. IMEA shall notify Member or cause Member to be notified in advance of the time of any meter reading or test so that Member's representative may be present at such meter reading or test.

SECTION 8 – ASSIGNMENT

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that this Agreement shall not be assigned by either party hereto without the consent in writing of the other party hereto, which consent shall not be unreasonably withheld. No assignment or transfer of this Agreement shall relieve the parties of any obligations hereunder.

SECTION 9 – SEVERABILITY

Should any part, term or provision of this Agreement be declared by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 10 – GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any principles of Conflicts of Law.

SECTION 11 – HEADINGS

The headings in this Agreement are for reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 12 – SURVIVORSHIP

The termination of this Agreement shall not discharge either party hereto from any obligation it owes to the other party under this Agreement by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Agreement or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Agreement) shall survive the termination of this Agreement.

SECTION 13 – NO ADVERSE DISTINCTION

IMEA agrees that there shall be no adverse distinction and no undue discrimination in carrying out its obligations under or implementing this Agreement or the Member Generation Policy in effect at any time as may be amended from time to time relating to Member as compared to other members of IMEA. Payment of different amounts or of only limited elements of the Capacity Credits; (a) to Participating Members who executed full requirements Power Sales Contracts at different points in time, or (b)(i) for new generating units added to this Agreement as additional Dedicated Capacity at different points in time or (ii) units that are designed to be operated more, have favorable economics and for which a commitment is made to available for a greater level of dispatchability, shall not be deemed to be an adverse distinction or undue discrimination.

Attachment I

ILLINOIS MUNICIPAL ELECTRIC AGENCY MEMBER CAPACITY CREDITS

PAYMENTS FOR DEDICATED CAPACITY

1. a) Capacity Credits to Member for Dedicated Capacity shall be as follows:

Base Component -	\$2.00 per kW/mo.
Production Component -	\$1.20 per kW/mo. for diesel and combustion turbine capacity, or \$2.00 per kW/mo. for steam driven capacity
Fuel Reimbursement -	Actual fuel costs, in accordance with the definition of Cost of Fuel in Exhibit A , after implementation of a uniform accounting and reporting system

For purposes of calculating the Dedicated Capacity Payments, one month shall be considered equal to 30 days.

The amounts of the Base Component and the Production Component shall not be reduced below a total of \$3.20 per kW/mo. for diesel and combustion turbine capacity, and \$4.00 per kW/mo. for steam driven capacity.

The Production Components may be adjusted by the IMEA Board of Directors one year from the effective date of this Agreement, and annually thereafter.

The Base Component and Production Component shall be paid monthly for Member's Dedicated Capacity as defined in Exhibit A that is in operating condition and capable of being dispatched by the Agency, unless one or both Components are retained or withheld pursuant to the provisions of the IMEA Generation Policy in effect at that time as may be amended from time to time regarding outages of Generating Facilities or other situations where the units are inoperable, or unable or unwilling to respond to Agency dispatch.

- b) In addition to the Member Dedicated Capacity Payment/Credits above, the Agency shall make a Member Generation Payment, as follows:

Generation Payment =	3 Mills per kWh for all net generation scheduled by the Agency and delivered by the Generating Member (excluding generation for periodic exercising, maintenance, or testing including periodic capacity testing)
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The Generation Payment may be adjusted by the IMEA Board of Directors one year from the effective date of this Agreement, and annually thereafter in accordance with the review and possible adjustment made to the Production Component of the Dedicated Capacity Payment, as determined by reviewing the Participating Members' capital and ongoing costs, as well as then current energy and capacity market conditions.

c) All payments by the Agency to Participating Members for Dedicated Capacity and net delivered energy shall be based on net tested capability declared as capacity by the Participating Member, subject to the limitations contained in this Agreement and the IMEA Member Generation Policy as then in effect, which may be amended from time to time, herein, and net energy produced and delivered on behalf of the Agency, which shall exclude all internal station usage necessary to operate power plant equipment and auxiliaries.

For purposes of determining the net delivered energy, the Agency will subtract the incremental metered unit auxiliary load from metered gross unit output. It is the intent of this policy to encourage Agency Members to provide sufficient metering so that accurate individual unit auxiliary load requirements may be determined on an hourly basis. House power, defined in the Member Generation Policy as power plant loads when there is no gross generation, will be treated as municipal load during all hours.

IMEA shall base the net tested capability on periodic capability tests, but the tested capability will not exceed the manufacturer's name plate rating. Members may utilize the kVA nameplate rating as the maximum capability of a unit provided that the unit(s) will operate at the tested power factor during typical peak operations, while at the same time maintaining any required distribution system operating conditions, such as power factor, that is then currently required by the RTO or the Transmission Owner to which the Member's system is connected, which requirements may change from time to time.

d) When dispatched by the Agency, Members shall be reimbursed their actual cost of fuel necessary to provide the Agency with the scheduled amount of net kilowatt hours leaving the scheduled unit(s), which shall include fuel reimbursement necessary to operate qualifying auxiliary and station power equipment. The Agency shall develop and issue to all Generating Members a revised uniform fuel cost reporting form, which shall be required to be submitted to IMEA by the Member each month in order to receive fuel reimbursement payments.

2. Dedicated Capacity Operation: Member agrees to operate its Dedicated Capacity for the production of electric energy only for sale to the Agency and only when requested by the Agency, provided the Agency shall schedule operation of Dedicated Capacity in accordance with schedules initially set by the Agency when the Agency determines testing or periodic exercising of equipment is necessary or appropriate. The Member may request a reasonable alternative time and IMEA agrees that approval of such shall not be unreasonably withheld.

Participating Members with installed Dedicated Capacity consisting of internal combustion engines and combustion turbines shall be allowed to operate each unit of such Dedicated Capacity for the purposes of testing, exercising and operating training for a period not to

exceed eight (8) hours per month at full rated capability, or greater periods at lesser capability but that will adequately test, exercise or provide for operating training with respect to the unit(s) (so as the total number of kilowatt hours generated per unit will not exceed the equivalent of eight (8) hours worth of generation per unit at full capability) plus the reasonable and necessary time required for ramping up to full capability and ramping down after the run. The Participating Member will be reimbursed by the Agency for all fuel expenses incurred during this operation.

Participating Members with installed Dedicated Capacity consisting of steam-driven turbine units shall be allowed to operate each unit of such Dedicated Capacity for the purposes of testing, exercising and operator training for a period not to exceed twenty-four (24) hours per month at full rated capability, or greater periods at lesser capability but that will adequately test, exercise or provide for operating training with respect to the unit(s) (so as the total number of kilowatt hours generated per unit will not exceed the equivalent of twenty-four (24) hours worth of generation per unit at full capability) plus the reasonable and necessary time required for ramping up to full capability and ramping down after the run.

Member will be reimbursed by the Agency for all fuel expenses incurred during this operation.

The maximum monthly hours of allowable operation of Participating Member Dedicated Capacity for testing, exercising and operating training may be changed periodically by the IMEA Board of Directors. To the extent that in any given month, the operation of any unit or units of Participating Member Dedicated Capacity is scheduled and dispatched by the Agency in excess of the maximum monthly hours of allowable operation for testing, exercising and operating training, and to the extent such Dedicated Capacity had not previously been scheduled for testing and/or periodic exercising by the Participating Member during that month, no further testing and periodic exercising of said units shall be allowed for the remainder of that month, unless it is approved by the IMEA.

To the extent that in any given month, the operation of any unit or units of Participating Member Dedicated Capacity is scheduled and dispatched by the Agency at levels less than the maximum monthly hours of allowable operation for testing, exercising and operating training, and to the extent such Dedicated Capacity had not previously been scheduled for testing and/or periodic exercising by the Participating Member during that month, the allowable testing and periodic exercising periods of said units shall be reduced proportionately for the remainder of that month.

3. **Dedicated Capacity Dispatch:** The Agency agrees to dispatch Participating Member Dedicated Capacity along with its other power supply resources according to either (i) a not unduly discriminatory stacking order by region, (ii) local needs of the RTO, or (iii) economic dispatch principles, as determined by the IMEA Board of Directors. The Agency shall attempt to schedule continuous operation of Member Dedicated Capacity when called insofar as possible in accordance with Prudent Utility Practice and economic dispatch principles.

Whenever the Agency schedules operation of steam-driven turbine unit Dedicated Capacity of any Participating Member, such operation shall be scheduled for a minimum of twenty-four (24) continuous hours, or such lesser time as Participating Member may request, at a load level which at all times shall be equal to or greater than the minimum load level at which said units could reliably operate on a continuous basis. Such minimum reliable load levels shall be determined in a commercially reasonable manner and provided annually to the Agency by the Participating Member.

4. [Reserved]
5. **Dedicated Capacity Replacement:** Any Participating Member having Dedicated Capacity that was in service and fully operational on the effective date of the Power Sales Contract, and who determines that such capacity should be permanently retired from service, will be allowed to replace any or all of the Dedicated Capacity at any time; provided, however, that the total Dedicated Capacity following such replacement shall not be greater than what was in service prior to such replacement. The Participating Member will continue to receive capacity credits for all existing and replacement capacity under the terms and conditions herein. All development and capital costs associated with the replacement of existing Dedicated Capacity shall be the sole responsibility of the Participating Member.
6. **Dedicated Capacity Additions:** Any Participating Member desiring to add capacity to its system, through either the installation of new capacity or the replacement of existing Dedicated Capacity with units of greater capability, shall advise the Agency of its intentions at least one (1) year prior to the scheduled date of operation of such additional capacity or such other time as the IMEA Board of Directors shall allow. The IMEA Board of Directors shall determine, on a case-by-case basis, whether or not the Participating Member will receive capacity credits for Dedicated Capacity additions under the terms and conditions herein. In addition, the IMEA Board of Directors may establish and approve programs and/or initiatives to allow and/or encourage participating Members to add Dedicated Capacity for beneficial use in the Agency's mix of resources, subject to reasonable and not unduly discriminatory criteria and/or limitations, including but not limited to fixed payment amounts that may differ from the standard capacity credits for fixed periods of time and different dispatching protocols, and as may be changed from time to time by the IMEA Board of Directors. Such determination shall be based on the Agency's current and future power supply resources and obligations, and the effect of new capacity on the Agency's obligations and the effect of new capacity on the Agency's obligations and its rates to the Participating Members. All development and capital costs incurred with the addition of Dedicated Capacity shall be the sole responsibility of the Participating Member.
7. The current IMEA Member Generation Policy expands on the points addressed in the Attachment I that was added to the then current capacity purchase agreements in 1990 and upon which this Attachment I is based. The IMEA Board of Directors may continue to interpret and expand on the core principles in this Attachment I through the IMEA Member Generation Policy and through its other programs, policies, ordinances, and resolutions, as approved by the IMEA Board of Directors in the future as conditions change or as warranted.

FUEL COST REIMBURSEMENT FORM

Member: Village of Rantoul

Reporting Period: _____

	Value (\$)	Quantity (Gal./Therm)	Heat Content (Btu)
[A] Balance of fuel oil at the beginning of the period: [1]			
[B] Fuel oil deliveries received during the period:			
[C] Total fuel oil available during the period: (A+B)			
[D] Average cost of the fuel oil: (\$/Gal.)			
[E] Fuel oil used for Agency reimbursable purposes:			
[F] Fuel oil used for Member or other purposes:			
[G] Total fuel oil used: (E+F)			
[H] Balance of fuel oil at the end of the period: (C-G) [2]			
[I] Average cost of the Natural Gas: (\$/Therm)			
[J] Natural gas used for Agency reimbursable purposes:			
[K] Natural gas used for Member or other purposes:			
[L] Total natural gas used: (J+K)			
[M] Total fuel used for Agency dispatch: (E+J)			
[N] Gross generation in the month: (kWh)			
[O] Average per kWh: (M/N)			

Prepared by: _____ Date: _____

[1] From line H from prior months Fuel Cost Reimbursement Form.

[2] Transferred to line A in next month's Fuel Cost Reimbursement Form.

TABLE “A”

**Village of Rantoul
Dedicated Capacity and other Generating Units**

Dedicated Capacity

Unit	Original Nameplate Rating (kW/kVA)	URGE Tested Net Capacity (kW)
9	1,825/2,281	1,830*
10	1,825/2,281	1,800*
11	1,825/2,281	1,800*
12	1,825/2,281	1,806*
13	1,825/2,281	1,812*
14	1,825/2,281	1,837*
15	1,825/2,281	1,838*
16	1,825/2,281	1,829*
Total	14,600/18,248	14,552 [†]
Net Declared Capability:		14,549
Dedicated Capacity (kW) for payment purposes:		14,549

* The Rantoul units dedicated to the Agency have undergone a number of changes over the years, including new units brought in under the IRP 2000 program and then used as replacement units for retired units. At the current time, the combined Declared Net Capability of Units 9, 10, 11, 12, 13, 14, 15 and 16 eligible for \$3.20 shall not exceed 17,062 kW. Unless the IMEA Board of Directors determines otherwise, this limitation shall continue for the delivery term of this Agreement.

[†] For purposes of the Dedicated Capacity Payment, Dedicated Capacity shall be limited to a maximum equal to the highest of the previous three (3) calendar years' peak demand (kW) billed to Member, subject to any applicable replacement unit limitations as set forth in this Agreement and any declared lesser amount by Member; provided however if IMEA or the Member has appropriate rights and/or approvals from the RTO and/or the local Transmission Owner and any other required entity for the members' Generating Facilities to exceed its peak demand by a limited or unlimited amount, that amount shall be added back to the peak demand for purpose of the above determination; and provided further the maximum shall not exceed the installed or net tested capacity value for the unit (currently referred to in the industry as ICAP) that is recognized by the RTO for purposes of bidding the forced outage adjusted or usable portion thereof (currently referred to in the industry as UCAP or SAC) into the RTO's capacity auctions. Such Dedicated

Capacity Payment shall be adjusted on May 1 of each calendar year following the effective date of this Capacity Purchase Agreement based on the previous year's testing.

Non-Dedicated Units

Unit	Original Nameplate Rating (kW/kVA)	URGE Tested Net Capacity (kW)
NONE	NONE	NONE

Emergency Only Units.

Unit	Original Nameplate Rating (kW/kVA)	URGE Tested Net Capacity (kW)
NONE	NONE	NONE

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Purchase of a Pad-Mounted Primary Disconnect Gear and a Switch for the Industrial Area from Anixter Power Solutions in the amount of \$80,294.84	DEPARTMENT: Public Works
DATE: April 2, 2024	AMOUNT: \$43,281.96 Campsite <u>\$37,012.88 Industrial Area</u> \$80,294.84 Total
ATTACHMENTS: 1. Anixter Power Solutions - Pad-Mount Disconnect Gear and Switch Quote	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This original agenda item provides for the purchase of a pad-mounted primary disconnect gear and a switch for the industrial area from Anixter in the amount of \$80,294.84. The campground was sold, so the secondary lines throughout the area are now the new owner's responsibility. Currently, there is not a way to disconnect the secondary lines at the campground from the primary lines. This purchase is necessary to allow the new owner to disconnect the area from the primary during emergencies and/or rehab projects. Lead time of said pad-mounted primary disconnect gear is 64-68 weeks. This purchase disconnect will be funded from the Fiscal Year 2024 Airport Account 582-1810-450.75-30. The switch will be funded from the Electric Account 541-1180-430.75-70	
RECOMMENDED ACTION: Authorize the approval for the purchase of a pad-mounted primary disconnect gear and a switch for the industrial area from Anixter in the amount of \$80,294.84.	
DEPARTMENT HEAD APPROVAL Jacob D. McCoy, P.E.	VILLAGE ADMINISTRATOR Scott Eisenhauer



1100 Old State Road
Mattoon, IL 61938

Phone: 217.235.0546
Fax: 217.235.0024

www.anixterpowersolutions.com

Compsite

Quote

Quotation: U00749992.00

To: RANTOUL LIGHT & POWER DEPT
729 COOK STREET
RANTOUL, IL 61866

Issued Date: Mar 25, 2024
Expiration Date: Apr 24, 2024

Sales Contact: Tara Hooten
(P)
(F) 217.235.0024
tara.hooten@anixter.com

Attn:
Phone:
Fax:

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		65242R1-F2 14400 AMPERES: 600 --PAD DEL: 70-72 WEEKS ARO	1	43,281.960	EA	43,281.96

SECTION TOTAL: \$43,281.96

QUOTE TOTAL: \$43,281.96

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE ANIXTER TERMS AND CONDITIONS OF SALE PUBLISHED AT THE LINK BELOW ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

<http://www.anixter.com/TERMSANDCONDITIONS>

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Anixter's performance or obligations herein. In the event of any delays or adverse impacts, Anixter reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.

Industrial Park



1100 Old State Road
Mattoon, IL 61938

Phone: 217.235.0546
Fax: 217.235.0024

www.anixterpowersolutions.com

Quote

Quotation: U00749991.00

To: RANTOUL LIGHT & POWER DEPT
729 COOK STREET
RANTOUL, IL 61866

Issued Date: Mar 25, 2024

Expiration Date: Apr 24, 2024

Attn:

Sales Contact: Tara Hooten

Phone:

(P)

Fax:

(F) 217.235.0024

tara.hooten@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
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1		55242R4-G7K8 14400 AMPERES: 600 COLOR	1	37,012.880	EA	37,012.88
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DEL: 70-72 WEEKS ARO

SECTION TOTAL: \$37,012.88

QUOTE TOTAL: \$37,012.88

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE ANIXTER TERMS AND CONDITIONS OF SALE PUBLISHED AT THE LINK BELOW ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

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**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Engineering Agreement for the Development of a Wastewater Treatment Plant and Systems, Phase II Final Design with Donohue & Associates, Inc. in the amount of \$440,800.00	DEPARTMENT: Public Works
DATE: April 2, 2024	AMOUNT: \$440,800.00
ATTACHMENTS: 1. Donohue & Associates, Inc Engineering Services Agreement	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This Agenda item provides for an Engineering Agreement with Donohue & Associates, Inc in the amount of \$440,800.00 to develop the Wastewater Treatment Plant and Systems, Phase II - Final Design Project. The Wastewater Treatment Plant is currently permitted to treat a design average of 4.33 MGD with the permitted design maximum flow being 8.65 MGD. The plant has crucial equipment that is approaching the end of its reliable service life that needs upgrading. Considering current nitrification requirements and treatment recommendations, as well as future nutrient removal requirements, the tertiary filtration process requires upgrades to provide for effective filtration for phosphorus and suspended solids removal. The recommended improvements will address these concerns and update existing aging equipment. The implementation of these improvements is divided into three phases, and the first phase is currently under construction. Some of the improvements will be paid for out of American Rescue Plan Act (ARPA) funds as indicated below. The design and bidding services under this agreement consist of the Phase II improvements, which consist of the following items: • Traveling bridge filters to be replaced with cloth media filters (SRF Loan Funds) • Primary clarifier repairs to structural wall, walkway, and railing (SRF Loan Funds) • Storm pump system screw pump replacement (SRF Loan Funds) • Primary clarifier equipment replacement (ARPA Funds) • Digester sludge heat exchanger replacement (ARPA Funds) • Digester internal piping and gas piping, and safety equipment replacement	

(ARPA Funds)

- Building repairs at the wastewater plant buildings (ARPA Funds)
- Pavement improvements at wastewater plant (ARPA Funds)

The Village desires for Donohue & Associates, Inc to develop the final design documents, and to perform bid phase services for this project.

These engineering fees will be funded by the Board-allocated ARPA grant. 001-0160-410.75-24

RECOMMENDED ACTION: Authorize the approval for an engineering agreement with Donohue & Associates, Inc. in the amount of \$440,800.00 for the development of a Wastewater Treatment Plant and Systems (Phase II) - Final Design.

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

VILLAGE ADMINISTRATOR
Scott Eisenhauer



ENGINEERING SERVICES AGREEMENT

Phase II - Wastewater System Improvements Design and Bidding (Project)

This Agreement is by and between:

Village of Rantoul (Owner)
333 South Tanner Street
Rantoul, IL 61866

and

Donohue & Associates, Inc. (Donohue)
1605 South State Street, Suite 1C
Champaign, IL 61820

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: Craig W. Brunner

Printed Name: Craig W. Brunner, P.E.

Title: President

Date: March 26, 2024

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The Village's WWTP currently is permitted to treat a design average of 4.33 MGD with the permitted design maximum flow being 8.65 MGD. The plant has crucial equipment that is approaching the end of its reliable service life that needs upgrading. Considering current nitrification requirements and treatment recommendation, as well as future nutrient removal requirements, the tertiary filtration process requires upgrades to provide for effective filtration for phosphorus and suspended solids removal. The recommended improvements will address these concerns and update existing aging equipment. The implementation of these improvements is divided into three phases and the first phase is currently under construction. Some of the improvements will be paid for out of ARPA funds as indicated below. The design and bidding services under this agreement consist of the Phase II improvements, which consist of the following items:

- Traveling bridge filters to be replaced with cloth media filters (SRF Loan Funds)
- Primary clarifier repairs to structural wall, walkway and railing (SRF Loan Funds)
- Storm pump system screw pump replacement (SRF Loan Funds)
- Primary clarifier equipment replacement (ARPA Funds)
- Digester sludge heat exchanger replacement (ARPA Funds)
- Digester internal piping and gas piping and safety equipment replacement (ARPA Funds)
- Building repairs at the wastewater plant buildings (ARPA Funds)
- Replace asphalt on roadways in the wastewater plant (ARPA Funds)

The Owner desires for Donohue to develop the design documents and to perform bid phase services for this project.

B. SCOPE OF SERVICES

Basic Services to be provided by Donohue for this Project under this Agreement are as follows:

1. Project Development and Management

- 1.1. Assign Terry Boyer, PE, as the Project Manager who will coordinate Project activities and will be the principal liaison between the OWNER and Donohue.
- 1.2. Prepare a Project plan that addresses the Project background and location; the Project purpose and description; OWNER and Project team member information and roles; a work outline for design services; Project schedule; Project budget by work tasks; and additional information that may be appropriate.
- 1.3. Conduct a project kick-off meeting with the OWNER's representatives to review Project goals and objectives and to review the proposed Project schedule.
- 1.4. Provide monthly progress reports to the OWNER to document services performed and schedule status. This is typically performed as part of the monthly Project invoicing routine.

2. Design Services

2.1. Process Design and Layout Phase

2.1.1. Review applicable available studies, reports, facility discharge flow charts, drawings, design summaries, and other existing facility information regarding the OWNER's existing facilities.

2.1.2. Perform an evaluation at all block and brick buildings at the WWTP site (ten (10) buildings) to review the following key items to determine extent of repairs required for the buildings:

- Condition of roofs
- Condition of doors and windows
- Leakage into building spaces
- HVAC and ventilation systems
- Structural components such as brick condition and moisture removal

The building evaluation and recommended improvements and cost opinions will be developed into a technical memorandum for review by the Village to determine the extent of repairs to include on this bid set.

2.1.3. Perform preliminary equipment selection based on preferences of OWNER's staff and Donohue recommendations.

2.1.4. Prepare unit process design calculations.

2.1.5. Perform hydraulic evaluations for the cloth media filtration replacement and the screw pump replacement.

2.1.6. Contract for topographic site survey services as needed to design the Project.

2.1.7. Contract as needed for geotechnical engineering services for subsurface geotechnical exploration.

2.1.8. Develop operation and control strategies for the new systems.

2.1.9. Prepare flow sheets for the proposed improvements and conduct an internal flow sheet review meeting.

2.1.10. Prepare preliminary process and instrumentation diagrams (P&IDs) after the flow sheet meeting.

2.1.11. Develop new process motor list and other electrical loads.

2.1.12. Identify major utilities and their approximate locations within the Project site limits.

- 2.1.13. Utilizing available facility drawings and mapping, field visit observations, and discussions with OWNER, prepare preliminary layout drawings for Project facilities and conduct an internal preliminary layout review meeting.
- 2.1.14. Prepare a process design and layout phase submittal consisting of written descriptions of the Project indicating the proposed facilities along with the basis for selection, the final design criteria, a summary of preliminary hydraulic design calculations, a listing of any potential conflicts including environmental impacts and recommended solutions, any special construction requirements/procedures that may be known at the preliminary design stage, and the process design and layout phase drawings.
- 2.1.15. Prepare a preliminary opinion of the probable construction cost based on the preliminary layout drawings.
- 2.1.16. Perform an internal quality review of the preliminary layout drawings, project design description, and preliminary opinion of the probable construction cost.
- 2.1.17. Submit up to three (3) printed sets (half size drawings) and/or a PDF copy of the process design and layout phase submittal to the OWNER for review and comment.
- 2.1.18. Conduct a process design and layout review workshop with the OWNER's representatives to get their review comments and input on any necessary changes for the Project design. Prepare workshop notes documenting proposed changes to the process design and layout phase completion documents and incorporate comments and any necessary changes into the design.

2.2. Final Layout Phase

- 2.2.1. Complete hydraulic, structural, and other computations to define final size and location of new structures or existing structure modifications.
- 2.2.2. Develop final layout drawings, with designer notes for final layout review and approval.
- 2.2.3. Perform internal P&ID critique and final layout meetings. Revise P&IDs and final layout drawings after these meetings.
- 2.2.4. Prepare an index of proposed specifications for the final layout submittal.
- 2.2.5. Update the opinion of the probable construction cost based on the completed final layout design documents.
- 2.2.6. Submit for review and comment by the OWNER up to three (3) printed sets and/or a PDF copy of the final layout drawings (half size), specifications index, the final design criteria, a summary of final hydraulic design calculations, any special construction requirements/procedures that may be known at the final layout design

phase, a listing of permits required for construction approval, and the updated opinion of the probable construction cost.

- 2.2.7. Conduct a final layout review workshop with the OWNER to get the OWNER's review comments and input on any necessary changes for the Project design including design changes to reduce the construction cost. Prepare workshop notes documenting proposed changes to the final layout design completion documents and incorporate comments and any necessary changes into the design.

2.3. Final Design Construction Drawings Phase

- 2.3.1. After incorporation of the final layout workshop review comments and requested changes, prepare and distribute base sheet drawings to design disciplines in order to develop construction drawings for one bid package to be advertised for bids and to be constructed by one prime contractor.
- 2.3.2. Finalize P&ID drawings.
- 2.3.3. Prepare construction specifications utilizing the Donohue's master specifications.
 - 2.3.3.1. Front end bidding and contract documents will be prepared using applicable Engineers Joint Contract Documents Committee (EJCDC) documents for Division 0 and will be prepared for one bid package to be advertised for bids and to be constructed by one prime contractor.
 - 2.3.3.2. Technical specifications will be prepared using the Construction Specifications Institute (CSI) 3-part format for 50 Divisions.
- 2.3.4. Conduct an internal meeting to coordinate location and specifications of wired components.
- 2.3.5. Perform an internal designer review of the prepared final design construction drawings and specifications and then incorporate review comments.
- 2.3.6. The opinion of the probable construction cost will be updated based on the prepared final design construction drawings and specifications after designer review comments are incorporated. Also, revise the opinion of probable construction cost if necessary after the quality review comments are incorporated.
- 2.3.7. Perform an internal quality review of the final construction drawings and specifications after designer review comments are incorporated. Incorporate quality review comments.
- 2.3.8. After incorporation of quality review comments, submit up to three (3) printed sets and/or a PDF copy of the final design construction drawings (half size), specifications, and updated opinion of the probable construction cost to the OWNER for review and comment.

- 2.3.9. Conduct a final construction drawings and specifications review workshop with the OWNER's representatives to get their review comments and input on any necessary changes for the Project design. Prepare workshop notes documenting proposed changes to the final construction drawings and specifications.
- 2.3.10. Prepare and assist the OWNER in submitting applications after incorporating the final design construction drawings and specifications workshop review comments into the final design documents to file for a construction permit from the Illinois Environmental Protection Agency (IEPA). Provide technical input and assist the OWNER in consultations with appropriate authorities as required to secure permits or approvals from the IEPA. The OWNER shall pay the fee cost for submitting all regulatory agency permit applications.
- 2.3.11. Incorporate review comments received from the OWNER and from the government agencies to which construction permit applications were submitted to finalize the drawings and specifications for bidding. Drawings for bidding purposes will be reproduced at half size unless electronically distributed. The final documents will be signed and sealed by registered Professional Engineers in the State of Illinois. The drawings and specifications will be prepared for the designed improvements to be bid for one project.

3. Bid Phase Engineering Services

- 3.1. Transmit the Notice to Bidders to one local newspaper. Donohue will also request a Certificate of Publication from said newspaper. The Owner will pay all Bid Advertisement publishing costs.
- 3.2. A website-based document distribution service will be utilized to distribute bidding documents and addendums in digital format. This website service will be utilized to post the notice to bidders and the bid amounts for the received bids. Provide up to three (3) printed sets and a PDF electronic copy of the final design construction drawings (half-size or full-size) and the Project Manual to the OWNER for display to potential bidders and for the OWNER's reference.
- 3.3. Maintain the project plan holder list and publish said list on Donohue's website.
- 3.4. Conduct a pre-bid conference to describe Project work and answer prospective bidder questions. Prepare and issue meeting minutes.
- 3.5. Prepare addenda as appropriate to interpret, clarify or expand the bidding documents and issue the addenda to prospective bidders.
- 3.6. Consult with OWNER concerning the acceptability of substitute materials and equipment proposed by contractors when substitution prior to the award of a contract is allowed.
- 3.7. Assist OWNER in the bid opening and prepare a bid tabulation analysis of bids.

- 3.8 Assist the OWNER in preparing construction contract.
- 3.9 Assemble the executed Notice of Award and submit to the successful bidder for the construction contract. Obtain executed Payment Bonds, Performance Bonds and Certificates of Insurance from said contractor and prepare Notice to Proceed for execution by the Owner and transmit to the Contractor.
- 3.10 After the construction contract is executed, provide the Owner with three (3) paper copies and one .pdf copy of the "Conformance" sets of plans and project manuals, which is defined as as-bid documents with addendum related items inserted directly into the body of the text of the Project Manual and in the Drawings, in lieu of in the front of the documents.

4. Loan Administration Services

- a. Prior to the Bidding Phase and upon authorization from Owner, Donohue will complete the application forms listed hereunder for obtaining the IEPA Water Pollution Control Loan. Transmit said forms to the Owner to obtain Owner's signatures. Anticipated forms include:
- Resolution Authorizing a Representative To Sign Loan Documents
 - Loan Program Certification
 - Application for Financial Assistance for Wastewater Facilities
 - Certificate Regarding Project Site, Rights-of-Way, Easements, and Permits
 - Certification Regarding Debarment, Suspension, and Other Responsibility Matters
 - Resolution of Intent Regarding National Flood Insurance
- b. Donohue will compile a draft form of the "Ordinance Authorizing Loan Agreement" based on IEPA's model ordinance. Donohue will coordinate with the Owner's Director of Administration in working with IEPA in preparing this ordinance. Donohue shall transmit said draft ordinance to the Owner's Director of Administration for further action and adopting the ordinance. The Owner will transmit the adopted ordinance to IEPA with a copy to Donohue. Donohue will transmit the adopted ordinance to IEPA for approval, if so requested by the Owner.
- c. Donohue will serve as the "point of contact" with IEPA's loan officer for the project.
- d. The Owner will provide to Donohue its existing Sewer User Ordinance and Donohue will transmit to IEPA for approval, if IEPA requests a copy. It is understood that if IEPA also requires that a Sewer User Charge Study be compiled, then either the Owner will compile said study or it will be covered under a separate agreement between Donohue (or an independent rate consultant). The cost of said work is not included in this Agreement.
- e. Prepare and transmit to the Owner for execution, the enactments and procedures for providing a dedicated source of revenue for paying back the IEPA loan, as required by 35 Ill. Adm. Code 365.920, 365.930, and 365.940. It is expected the Owner's existing sewer charges will be the source of revenue for paying back said loans and that the Owner will determine adequacy of this fee system to cover the loan expenses.

- f. As stated above, Donohue will be responsible for administering the bidding of the project. As part of that effort, Donohue will secure the Certificate of Publication for the project's construction contract bidding effort (as furnished by the local newspaper). Donohue will then relay said certificate on to IEPA. Donohue will also compile the Bid Tabulation, executed Bid Forms, and Bid Bond of the project's low bidder, along with the bid award recommendation letters. Donohue will relay those documents on to IEPA for that Agency's review and comparison with the project budget and loan proceeds available, based on the Dedicated Source of Revenue analysis that was approved by IEPA prior to bidding.
- g. Once the above tasks are completed and approved by IEPA, that Agency will transmit a draft loan agreement for Owner execution. Donohue will receive the proposed Loan Agreement from IEPA and Donohue will promptly transmit said document to Owner. The Owner will transmit the executed Loan Agreement to Donohue, who will promptly transmit back to IEPA.
- h. As stated in "Bid Phase Assistance" herein, Donohue will obtain from the low bidder, originals of the Executed Construction Contract and Project Manual document, with executed Payment bonds, and Performance Bonds. Donohue will relay copies of said documents on to IEPA in order to comply with IEPA loan procedures. It is understood that under the quoted fee, Donohue will print and assemble the Executed Construction Contract and Project Manual document – as mandated by IEPA.
- i. Donohue shall prepare, as needed, monthly loan reimbursements for Owner execution, with the intent to be to retrieve loan fund proceeds for paying project expenditures, including engineering services.
- j. Under loan administration services, Donohue shall submit the project Record Drawings to IEPA as required by the loan. The cost of the actual preparation of said Record Drawings is not covered by this Agreement.

5. IEPA Loan Related Provisions

The following, as required by 35 Ill. Adm. Code 365.630 – "Contracts for Personal and Professional Services" is incorporated into this Agreement:

5.1 Audit and Access to Records

- i. Donohue shall maintain books, records, documents and other evidence directly pertinent to performance of Water Pollution Control Loan Program ("WPCLP") loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Illinois Environmental Protection Agency (the "Agency") or any of its duly authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for such access and inspection.
- ii. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

- iii. All information and reports resulting from access to records pursuant to the above paragraphs shall be disclosed to the Agency. The auditing agency will afford Donohue an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- iv. Records under the above paragraphs shall be maintained and made available during performance on Agency loan work under this Agreement and until three (3) years from the date of final Agency loan closing. In addition, those records that relate to any dispute pursuant to 35 Ill. Adm. Code 365.650 (Disputes), litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for three (3) years after the resolution of the appeal, litigation, claim or exception.

5.2 Covenant Against Contingent Fees

Donohue warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees. For breach or violation of this warranty, the Loan Recipient (i.e., the Village of Rantoul) shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

5.3 Executive Order 12549

Donohue shall sign and execute a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with federal Executive Order 12549 as furnished by the Agency.

5.4 Disadvantaged Business Enterprise Utilization

In accordance with 35 Ill. Adm. Code 365.630(b), Donohue shall provide the Owner and the Agency with a statement regarding the use of Disadvantaged Business Enterprises during the design service phase.

Donohue agrees to take affirmative steps to assure that Disadvantaged Business Enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules, as required by the award conditions of USEPA's Assistance Agreement with IEPA. Donohue acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.

5.5 Non-discrimination Clause

Donohue shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Donohue shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under USEPA financial assistance agreements. Failure by Donohue to carry out these requirements is a material

breach of this Agreement which may result in the termination of this contract or other legally available remedies.

C. PROJECT TIMING

Donohue shall be authorized to commence the work set forth herein upon execution of this Agreement and will perform the work according to the following schedule:

1. Process Design and Layout Phase: Within 120 calendar days of receipt of a notice to proceed.
2. Final Layout Phase: Within 180 calendar days of receipt of a notice to proceed.
3. Final Design Construction Drawings Phase Permit Application Submittal(s): Within 240 calendar days of receipt of a notice to proceed.

PART II OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.
4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

PART III
COMPENSATION, BILLING AND PAYMENT

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard charge-out rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these Services and expenses will not exceed \$440,800.
- B. Donohue will bill Owner monthly, with net payment due in 30 days.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

PART IV - STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Donohue shall act as an independent consultant at all times during the performance of its services, and no terms of this Agreement, either express or implied, shall create an agency or fiduciary relationship.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.

3. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. SAFETY. Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. DELAYS. If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. RELATIONSHIP TO CONTRACTORS. Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. CONSTRUCTION REVIEW. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. BETTERMENT. If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

11. INSURANCE. Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

12. INDEMNIFICATION. To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be

caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

13. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Donohue grants Owner a license to use instruments of Donohue's services for the purpose of constructing, occupying or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.

15. ELECTRONIC MEDIA. Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

16. RECORDS RETENTION. Donohue shall retain on file, for a period of five years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Donohue shall provide a copy of maintained item to Owner at cost.

17. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

20. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Substantial Completion, as defined by the construction documents prepared by Donohue, or, if no construction documents are prepared, one year after the submittal date of Donohue's most recent invoice for this Agreement. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

21. DISPUTE RESOLUTION. Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may mutually agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

22. CONTROLLING LAW. This Agreement is governed by the laws of the state in which the Project is located.

23. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

24. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

25. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

26. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Village of Rantoul
WWTP Phase II Improvements - Design and Bidding
Engineering Fee Estimate

Denohue & Associates, Inc.
25-Jun-24

Task	PM \$200	QC \$200	Proc/Inv \$185	Proc/Mech \$165	Mech \$220	Elect/OC \$195	ME/OC \$215	ME \$195	St/OC \$195	Start \$195	Over \$200	Total Hours	Total Labor	Travel	Printing & Shipping	Sub Contract	Sub- Total	Total Cost
FINAL DESIGN PHASE																		
Kick-off site Visit	4		18	10	16			18		18	12	112	\$22,400	\$2,000			\$ 25,200	
Geotech. Report			4							4		8	\$1,440			\$5,560	\$ 6,040	
Topographic Survey	2		16	6							26	130	\$26,400	\$2,000			\$ 28,400	
Building Evaluation	6	8	8	40	12	2	8	2	4	24	8	130	\$26,400				\$ 28,400	
Hydraulic Calculations	4	8	12	16	6	2	16	2	16	2	16	8	110	\$22,720			\$ 23,220	
Preliminary Design Memo	2	8	4	12	2	2	2	2	16	2	4	54	\$11,110		\$160		\$ 11,270	
Process Flow Sheets and P&IDs	1	2	2	4	2	2	2	2	2	2	2	19	\$3,920	\$1,500		\$ 5,420		
Process Design Workshop	4	4	24	24		4	4	4			8	48	\$9,680	\$50		\$ 9,730		
Equipment Evaluations																		
Finalize Preliminary Layout Drawings with Rantoul	12	12	24	24	18	4	32	4	18	4	18	182	\$37,180				\$ 37,180	
Field verify piping locations vs. "As-Built"	2		6	6							4	36	\$7,440	\$400			\$ 7,840	
Review Preliminary Layout Drawings with Rantoul	4	4	6	6	12	8	24	4	24	4	24	8	154	\$31,160			\$ 31,160	
Complete Final Layout	6	4	16	16	12	8	24	4	24	4	24	4	114	\$22,960			\$ 22,960	
Finalize Motor List & One Line Diagrams	4	4	6	6	4	4	4	4	4	4	2	34	\$6,800				\$ 6,800	
Prepare Final Layouts Phase Cost Option	2	2	6	6	4	4	4	4	4	4	2	34	\$6,800				\$ 6,800	
Review Final Layout Drawings with Rantoul	4	4	6	6	4	4	4	4	4	4	2	34	\$6,800				\$ 6,800	
Prepare Final Contract Documents to 95% completion level	16	16	32	110	48	100	24	60	80	24	24	510	\$100,990				\$ 100,990	
Internal QA/QC review and incorporation	6	8	18	18	6	12	12	12	12	12	12	134	\$27,430				\$ 27,430	
Update Cost Option	2	4	8	8	8	8	8	8	8	8	8	54	\$10,720				\$ 10,720	
Review 95% complete Drawings w/ Rantoul + incop. comments	6	8	8	8	8	4	4	4	4	4	4	46	\$9,660	\$500		\$ 10,160		
Provide EPA-permit documents to Owner	6	8	8	2								18	\$3,210				\$ 3,210	
IEPA permit approval of final documents	2	4	4	4		4						18	\$3,660				\$ 3,660	
																		\$ 405,030
BID PHASE																		
Issue bidding documents to planholders	2		6									8	\$1,510		\$170		\$ 1,680	
Prepare for & attend Pre-Bid Conference	6		6	6	2	2		2			1	29	\$6,080	\$500	\$200		\$ 6,780	
Respond to bidder questions	4	6	6	6	2	2						10	\$2,600				\$ 2,600	
Prepare & Issue addenda	4	6										10	\$2,600				\$ 2,600	
Attend Bid Opening & evaluate bids	1	4										5	\$1,300				\$ 1,300	
Assemble Notice of Award & Proceed	1	4										5	\$520				\$ 520	
Print Executed Copies & Owner copy	1	4										5	\$520				\$ 520	
Letter of award recommendation	1	2										3	\$590				\$ 590	
Complete conformance project manual copies for Owner	1		6									9	\$1,840		\$200		\$ 2,040	
																		\$ 17,750
LOAN ADMINISTRATION																		
a. Loan Application Form prep + coord.	2		16									18	\$3,160				\$ 3,160	
b. Loan Agreement Authorizing O&A Assistance	2		12									14	\$2,500				\$ 2,500	
c. Coord with IEPA on PEID & advertise	2											0	\$0				\$ -	
d. Sewer Use Ordinance coordination	2		8									10	\$1,840				\$ 1,840	
e. Dedicated Source of Revenue coordination	2		8									10	\$1,840				\$ 1,840	
f. Bid Certification Package	2		8									10	\$1,840				\$ 1,840	
g. Loan Agreement Coordination	2		8									10	\$1,840				\$ 1,840	
h. Contract management before notice-to-proceed	2		8									10	\$1,840				\$ 1,840	
i. Loan Return statements (24 total)	2		16									18	\$3,160				\$ 3,160	
												0	\$0				\$ -	
																		\$ 18,020
Total	106	126	322	418	142	38	264	222	20	216	113	2,069	\$416,330	\$8,620	\$1,290	\$ 13,600	\$ 440,500	\$ 7,500,000
Estimated Project Construction Cost																		
Design as a Percent of Construction																		
5.40%																		
Fee Design and Bidding \$440,500																		

Denohue & Associates, Inc.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Engineering Service Agreement for the Planning, Design, and Construction Phases of the Airport Improvement of Runway 9-27 Rehabilitation with Hanson Professional Services in the amount not-to-exceed \$221,283.00 (Village share of \$11,064.15)	DEPARTMENT: Public Works
DATE: April 2, 2024	AMOUNT: \$210,218.85 - IDOT (95%) <u>\$11,064.15 - Village (5%)</u> \$221,283.00 - Total
ATTACHMENTS: 1. Hanson Professional Services Inc - Cost Proposal	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This Agenda Item provides for an Engineering Service Agreement with Hanson Professional Services (airport consultant: 2021-2026) to develop the plans, specifications, and provide construction engineering for the rehabilitation of Runway 9-27. This runway is the east/west runway, and it is one of two at the Airport. The existing surface will be milled and resurfaced with new asphalt and pavement markings. The Village is responsible for five percent (5%) of the project engineering costs (\$11,064.15), while the remaining funds will be provided by the Illinois Department of Transportation (IDOT) Division of Aeronautics. IDOT has reviewed and provided initial approval of this agreement. This work was identified as the next improvement from the Airport's 2022 submission in the long-range Transportation Improvement Program (TIP). The estimated project cost is \$2,850,000.00. The Village will be responsible for five percent (5%) of these costs (\$142,500.00). At the same time, the remaining funds will be provided by FFY-2024 Non-Primary Airport Discretionary Funds (\$2,415,000.00), FFY-2024 Non-Primary Entitlement Funds (\$150,000.00), and a State Match (\$142,500.00). The Village's component will be included in the upcoming Village Fiscal Year 2025 Budget. The construction is anticipated for Fall 2024, and it will be staged to minimize conflicts	

with critical airport users.

RECOMMENDED ACTION: Authorize an engineering service agreement with Hanson Professional Services in the not-to-exceed amount of \$221,283.00 (Village share of \$11,064.15) to develop the plans, specifications, and provide construction engineering for rehabilitation of Runway 9-27.

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

VILLAGE ADMINISTRATOR
Scott Eisenhower

1.3 Project Funding and Target Letting

The project was programmed for an overall cost of **\$2,850,000** and will be funded at a rate of 90% Federal, 5% State, and 5% Local.

	Program Rates	
Federal Non-Primary Airport Discretionary Funds	\$2,415,000	90%
Federal Non-Primary Entitlement Funds	\$150,000	
State Match	\$142,500	5%
Local Match	\$142,500	5%
Total	\$2,850,000	

A pre-design meeting was conducted on March 15, 2024, to discuss the project and schedule. Minutes from that pre-design meeting along with the Program Letter from IDOT-Aeronautics are included in **Appendix A**. The project is anticipated to be placed on the June 14th, 2024, IDOT Letting. The expected timeline will be as follows:

1. **Sealable Plans & Specification's to IDOT:** March 22, 2024
2. **Final Plans & Specifications to IDOT:** April 19, 2024
3. **IDOT Letting:** June 14, 2024
4. **Anticipated Award:** September 13, 2024
5. **Anticipated Start to Work:** October 11, 2024

The Engineer's Opinion of Probable Construction Cost is included in **Appendix B**.

2. General Considerations

The scope of the project does not include any major geometry, strengthening, or profile changes to pavement. The primary objective of the project is to rehabilitate the landing surface that is inscribed within the older, abandoned air force pavements that are wider and longer. The areas beyond the limits of paving within this project's scope are not being addressed with paving and repair, since they are planned to be removed. However, this project will address the removal of loose and objectionable material and minimize pilot confusion by means of sweeping and remarking the shoulder pavement pavements to appropriately enhance the visibility of the landing surface within the abandoned pavements.

2.1 Standard Specifications

The Illinois Standard Specifications for Construction of Airports adopted March 22, 2023, will be utilized for this project.

2.2 Airport Layout Plan

COST PROPOSAL FOR DESIGN PHASE SERVICES

Hanson Professional Services Inc.

Rantoul National Aviation Center

Hanson Project No.: 24A0005D

Project Title: Rehabilitate Runway 9/27

State Project No.: TIP-5122

03/01/24

DIRECT LABOR PROPOSED

AVG. HOURLY RATE ¹

Meetings/Site Visits	Prin	Sr PM	Proj Eng	Engineer	Sr EE	Sr Tech	Tech	PA	TOTAL HOURS	TOTAL COST
Pre-Design Meeting and Prep		8							9	\$ 729.76
Site Visits/Internal Survey					30				30	\$ 1,352.10
Engineering Report										
Initial Design, Modeling, Calculations										
Author Report										
Develop Supplemental Exhibits, Estimates, and Attachments										
Quality Assurance Review and Submittal										
Plan and Specification Development										
Final Design, Modeling, Calculations										
Front End Plan Sheets										
Construction Safety and Phasing Plan										
Project Plan Sheets, Notes and Details										
Project Quantities/OPCC/Calendar Day Determinations										
Specifications and Certification										
Quality Assurance Review and Submittal (80%)										
Revise per Aero Comments, Review, Final Submit (100%)										
Bidding/Post										
Bid Questions/Clarifications and Coordination										
Project Management										
Fee Negotiation and Prime Contract										
Subconsultant Scoping, Negotiation, Contracts										
Staff, Client and Agency Coordination										
Project Accounting										

DIRECT SALARY COSTS

4	40	70	274	0	260	0	4	4	652	\$ 29,437.24
\$344.00	\$3,218.80	\$3,642.10	\$10,365.42	\$0.00	\$11,718.20	\$0.00	\$148.72	Average Rate per Hour	\$	45.15

LABOR AND GENERAL AND ADMINISTRATIVE OVERHEAD ³

APPROVED RATE: 163.89 \$ 48,244.69

DIRECT NONSALARY EXPENSES

Lodging (excluded from profit)	1	NT @	\$ 118.77	per NT	\$ 118.77
Meals/Per Diem (excluded from profit)	1	DY @	\$ 54.00	per DY	\$ 54.00
Transportation	450	MI @	\$ 0.670	per MI	\$ 301.50
Materials and Supplies	1	LS @	\$ 50.00	per LS	\$ 50.00
Printing	1	LS @	\$ 26.00	per LS	\$ 26.00
Other Costs (excluding outside services)	0	LS @	\$ -	per LS	\$ -

SUBTOTAL FOR DIRECT NONSALARY EXPENSES

\$	550.27
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FIXED PAYMENT²

APPROVED RATE:	14.5	\$	11,318.62
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OUTSIDE SERVICES - Survey

OUTSIDE SERVICES - Geotechnical

\$	-
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TOTAL AMOUNT NOT TO EXCEED (Rounded down to nearest dollar)

\$	89,550.00
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NOTES:

1. Average hourly rates approved by IDOT - February 9, 2023.
2. Fixed Payment (Profit) = (14.5%) * (Direct Salary Costs) + (OHB)(Direct Salary Costs) + Transportation + Material & Supplies + Printing + Other Costs (excl. outside services))
3. OHB rate approved by IDOT - September 29, 2023.

COST PROPOSAL FOR CONSTRUCTION PHASE SERVICES

Hanson Professional Services Inc.

Rantoul National Aviation Center

Hanson Project No.: 24A0005.02

Project Title: Rehabilitate Runway 9/27

State Project No.: TIP-5122

Date Prepared: 03/26/24

Calendar Days: 63

DIRECT LABOR PROPOSED

AVG. HOURLY RATE ¹

Task	Sr PM ES-VIII	PM ES-VII	Proj Eng ES-V	Engineer ES-III	Sr EE ES-VIII	Sr Tech T-VII	Tech T-IV	PA A-V	TOTAL HOURS	TOTAL COST
1000 - Preconstruction Services	-	-	26	-	-	24	-	2	52	\$ 2,508.82
1001 - Construction Observation	-	-	-	-	-	540	-	-	540	\$ 24,337.80
1002 - Off-Site Services	-	-	20	-	-	74	-	4	98	\$ 4,524.50
1003 - Project Engineering and Administration	-	-	40	16	-	-	-	-	56	\$ 2,686.48
1004 - Post Construction/Closeout	-	-	20	10	-	28	-	5	63	\$ 2,866.76
1005 - Project Management	14	-	10	-	-	-	-	10	34	\$ 2,018.68

DIRECT SALARY COSTS

14	-	116	26	-	-	666	-	21	843	\$ 38,943.04
\$1,126.58	\$0.00	\$6,035.48	\$983.58	\$0.00	\$30,016.62	\$0.00	\$0.00	\$780.78	Average Rate per Hour	\$ 46.20

LABOR AND GENERAL AND ADMINISTRATIVE OVERHEAD ²

									163.89	\$ 63,823.75
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DIRECT NONSALARY EXPENSES

Lodging (excluded from profit)	45	NT @	\$	118.77	per NT	\$	5,344.65
Meals/Per Diem (excluded from profit)	45	DY @	\$	54.00	per DY	\$	2,430.00
Transportation	4160	MI @	\$	0.670	per MI	\$	2,787.20
Materials and Supplies	1	LS @	\$	-	per LS	\$	-
Printing	1	LS @	\$	-	per LS	\$	-
Other Costs (excluding outside services)	1	LS @	\$	-	per LS	\$	-

SUBTOTAL FOR DIRECT NONSALARY EXPENSES

							\$	10,561.85
--	--	--	--	--	--	--	----	-----------

FIXED PAYMENT ³

							\$	15,305.33
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OUTSIDE SERVICES

							\$	3,100.00
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TOTAL

							\$	131,733.97
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TOTAL AMOUNT NOT TO EXCEED

							(Rounded Down) \$	131,733.00
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NOTES:

1. Average hourly rates approved by IDOT - February 9, 2023.
2. OHB rate approved by IDOT - September 29, 2023.
3. Fixed Payment (Profit) = (14.5%) * [Direct Salary Costs + (OHB)*(Direct Salary Costs) + Transportation + Material & Supplies + Printing + Other Costs (excl. outside services)].

**STANDARD AGREEMENT FOR CONSULTANT SERVICES AT ILLINOIS AIRPORTS
FOR ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES**

Authorized for use by
The Illinois Department of Transportation
Division of Aeronautics
Effective: June 2012

☐ Preliminary Assessment and Schematic Design ☒ Construction Phase Services
☒ Design Phase Services ☐ Planning and Special Services

THIS AGREEMENT, made at Rantoul Illinois,
this _____ day of _____ in the year 2024
by and between the Village of Rantoul (hereinafter referred
to as the "Sponsor"), and Hanson Professional Services Inc. (hereinafter referred to as the
"Consultant"). This Agreement expires 5 years from the date of execution.

WITNESSETH

The Sponsor intends to undertake the accomplishment of a project pursuant to the development of a
public air navigation facility known as the Rantoul National Aviation Center Airport
in Champaign County, state of Illinois; and the project shall be identified as the
Illinois Project No. TIP-5122 and SBG Project No. TBD ;
The following is the detailed project title and description from the Illinois Department of Transportation's
Office of Planning and Programming (OP&P) program letter which shall be carried through the
development of the project (attach supplemental information as necessary in Section I.H., Detailed Scope
of Services):

Rehabilitate Runway 9/27 (5001' x 75')

A detailed sketch of the proposed work, labeled ATTACHMENT P, shall be attached.

In consideration of the benefits which will accrue to the parties hereto by virtue of the Agreement and the
respective covenants herein contained, IT IS MUTUALLY COVENANTED AND AGREED as follows:

The Consultant agrees to furnish executed "Certification of Engineer" and certain professional engineering
services enumerated herein-after, in connection with the implementation and development of the aforesaid
project.

The Department of Transportation, Division of Aeronautics within the state of Illinois shall act as Agent of
the Owner/Sponsor for all matters involving the development of any public air navigation facility by virtue of

the Illinois Aeronautics Act. The Illinois Aeronautics Act requires and directs the Illinois Department of Transportation, Division of Aeronautics (hereinafter referred to as the "Department") to *"regulate and supervise aeronautics within this state"*, with *"aeronautics"* defined as *"...the design, establishment, construction, extension, operation, improvement, repair or maintenance of airports..."*. The Department shall not expend any funds appropriated, or made available...for any work upon any such project that is not contracted for and constructed or developed under the supervision or direction of the Department. Financial assistance may include reimbursement to eligible airport Sponsors for...engineering costs directly related to projects financed in whole or in part by federal/state monies provided such engineering costs were approved by the Department prior to the payment of these costs by the airport Sponsor. The approval of engineering costs prior to payment shall qualify those costs for federal/state reimbursement but shall not constitute an obligation of federal/state funds.

Since the services contemplated under this Agreement are professional in nature, it is understood that the Consultant, acting as an individual, partnership, firm or other legal entity, is of professional status and will be governed by professional ethics in their relationship to the Department and the Sponsor. The Department acknowledges the professional and ethical status of the Consultant by approving this Agreement and the associated fees for federal/state eligibility (either in whole or part) on the basis of their qualifications and experience and determining their compensation by mutually satisfactory negotiations.

Any additions/deletions, revisions/modifications to this Agreement without the expressed written consent of the Department shall void this Agreement as it relates to state and federal funding participation eligibility.

I. ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES

The Consultant agrees to perform various professional engineering and planning services and provide necessary and required information pursuant to the accomplishment of the above referenced project.

It is understood that meetings will be common to all phases. The Consultant will coordinate project kick-off, pre-design and pre-construction meetings and project status update meetings, as required, in order to resolve project issues with the Department, Sponsor and/or other regulatory and review agencies. The Department shall be notified of scheduled agency meetings and given the opportunity to participate. Meetings for which effort will be billed shall be thoroughly documented by minutes with copies distributed to the Sponsor and the Department within 10 days of the meeting. Failure to properly document meeting discussions could result in the loss of part or all of the professional services compensation eligibility associated with this activity.

A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN

This phase includes activities required for agency coordination and permit development, non-routine surveys, testing and architectural/engineering preliminary design considerations of a project. Elements of this phase may include development of architectural schematic building designs and reports, non-routine geological and field investigations (soil borings and pavement cores), DCP testing, FWD testing (when used to evaluate pavement as part of a strengthening project), coordination of FAA reimbursable agreements, coordination of utility relocation agreements, coordination of force account activity (must be pre-approved by the Department in writing).

The Consultant shall furnish and/or perform engineering reconnaissance necessary for the preparation and development of an engineering report, bidding documents (design plans and specifications) including topographic field surveys, crack surveys, and sampling and testing for routine soils investigations (in accordance with ATTACHMENT J – Testing Schedule & ATTACHMENT K – Testing Rates & Cost Summary).

This phase will culminate in the submittal of a detailed engineering report with project alternatives and design recommendations and project completion timeline assessment.

The Consultant shall furnish an engineering report in accordance with standard practices and the provisions of ATTACHMENT E – Engineering Report. The report will include an analysis of preliminary surveys, geotechnical testing and alternative designs and include final project design recommendations.

The project completion timeline assessment will identify necessary effort required to complete the final project design (complete construction plans and specifications). This phase of project development will represent approximately 35% of the project design timeline. Project formulation should be consistent with the TIP submittal and the program letter project description (ATTACHMENT R). If not, identify components that have changed as a result of the preliminary assessment and schematic design analysis.

A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS A / A1.

B. DESIGN PHASE SERVICES

This phase shall include activities required to accomplish a project design in accordance with the established Aeronautics letting schedule project design timeline and approved letting date determined at the pre-design meeting. Requests for time extensions beyond the previously agreed-to submittal deadline dates (as established in the Department's Letting Schedule, ATTACHMENT Q, and this Agreement) must be made to the Department in writing not less than 5 days prior to the due date of the submittal. The request for extension must be signed by

a principal/officer of the Consultant's firm. Incomplete submittals will not be accepted. Milestone submittals include the engineering report (at 35% design timeline), plan / spec review (at 80% design timeline) and final submittal of all deliverables (at 100% design timeline). A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS B / B1. Elements of this phase may include:

1. CONSTRUCTION PLANS, SPECIAL PROVISIONS AND ESTIMATES

The Consultant shall prepare and furnish for Department review and comment construction plans, special provisions and construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) at the 80% project design timeline with detailed estimate of costs, estimated DBE participation goal and working/calendar day flow chart, for the particular design authorized in this Agreement.

2. CLARIFICATION OF PLANS

The Consultant shall render clarification of the construction plans and specifications, when and if such clarification is deemed necessary.

3. BIDDING ASSISTANCE

The Consultant shall assist the Sponsor and/or Department in the bidding process, analyze and summarize bid results.

C. CONSTRUCTION PHASE SERVICES

This phase shall include all basic services after the award. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS C / C1.

1. OFFICE ENGINEERING

a. **SHOP DRAWINGS**

Review the detailed construction, shop and erection drawings submitted by the contractor(s) for compliance with design concepts.

b. **SUPPLEMENTARY SKETCHES**

Preparation of elementary and supplementary sketches plus estimates required to resolve actual field conditions.

c. **RECORD DRAWINGS**

The Consultant shall prepare Record Drawings within thirty (30) days after the official Notification from the Department of the Official Acceptance of the Construction Work; and after approval by the Department, furnish said Department with one (1) set of such record drawings. The submittal format shall be in accordance with the current policies of the Department.

d. **MATERIALS CERTIFICATION**

Prior to reporting a pay item quantity for payment, the materials used and incorporated in, or associated with the pay item, shall be verified for specification compliance by the Consultant. The Consultant shall obtain and review all certifications and/or test results required by the policies of the Department and the Department's *Manual for Documentation of Airport Materials*. At the completion of, or any time prior to the completion of the final quantity of a pay item, the Consultant shall submit the aforementioned material certifications and/or test results, that were utilized for acceptance of material, to the Department for review and final approval. Prior to final payment of engineering services under this agreement, the Consultant shall have

submitted required certifications and test results to the Department, and the Consultant shall have signed the Department's MATERIALS CERTIFICATION FORM.

2. FIELD ENGINEERING

a. RESIDENT ENGINEER APPROVAL

The Consultant agrees to furnish the name and qualifications of the Resident Engineer in writing for approval of the participating agencies prior to the preconstruction conference that shall attend said preconstruction conference and shall perform the various professional engineering services required of the Resident Engineer in 2.b. thru 2.f. below and inspection of construction.

b. DAILY DIARY

The Resident Engineer shall maintain a daily diary. Copies shall be forwarded to the Department (ATTACHMENT F).

c. DUTIES OF RESIDENT ENGINEER

Furnish full time (unless part time is approved by the Sponsor and/or Department) Resident Engineering of construction including project inspection, field testing, and furnish surveying at the site of the work, whose duties shall include all reasonable, proper and customary duties as are usually and customarily furnished in connection with the general engineering of construction of such improvements, including but not limited to the following:

- i. Performance of acceptance and quality assurance tests when required by Department policy and/or contract specification. Examples of these tests include but are not limited to: Testing concrete for slump and air content; testing concrete for strength; testing bituminous concrete pavement for density using the nuclear method and using the Bulk Specific Gravity Method. Obtaining representative samples of miscellaneous materials such as paint, geotextile fabric, joint sealer, epoxy, polyester resin, etc. for testing as necessary, and/or as directed by the Department; performance of field density tests of earthwork embankments, backfills and subgrade; field density tests of subbase and base courses, and moisture content tests on materials where applicable; and, laboratory proctor tests where applicable. Test Reports shall be submitted to the Department within three (3) working days of the date the test was conducted.
- ii. Inspection/Measurement/Oversight of construction to determine that the work was completed in substantial conformance with the approved plans and specifications, and in compliance with the requirements set forth in the contract documents. All stop or start work orders shall be issued by the Department; the Resident Engineer shall recommend the orders. Document pay item quantities reported for pay in accordance with the latest revision of the Department's *Airport Construction Documentation Manual*.
- iii. Preparation and forwarding to the Department of periodic project reports required by the Department. Bi-weekly construction reports will be submitted to the Department, within three (3) calendar days of the end of the contractor's work week.
- iv. To obtain and review for specification compliance, material certifications and/or test results for all materials prior to their use in the construction.

- v. To reject for inclusion in the project, any materials that are delivered without certification and/or test results, or materials delivered with certification that has been found to be in noncompliance, or any defect found through visual inspection which renders the material unsuitable for inclusion in the project. The Department shall be notified when any rejections are made. Materials that are delivered without certification and/or test results may be stockpiled or stored in a manner acceptable to the Resident Engineer until such time as the certification and/or test result arrive and are reviewed and accepted by the Resident Engineer.
 - vi. Preparation of Reports required per the Sponsor's NPDES permit while providing on-site services, retaining all support documentation.
 - vii. Participate in audits performed to determine that the project is proceeding accordingly per the plans and specifications and adhering to AIP grant requirements.
- d. **FINAL INSPECTION**
Initiate a request, upon substantial completion of all construction work, for a final inspection by the Department. When necessary, a punch list of uncompleted items and electrical checklist (if applicable) on the project shall be established at the final inspection. Submit a final acceptance letter (punch list complete) which shall certify to the Department and the Sponsor that, to the best of the Consultant's knowledge, information and belief, the work involved has been done in substantial conformance with the plans, specifications, and Contract Document, as the same shall have been modified, or supplemented by change order, supplementary contract or otherwise, and that such work is acceptable.
- e. **SAFEGUARD THE SPONSOR**
Endeavor to safeguard the Sponsor against any defects and deficiencies on the part of the Contractor. The Resident Engineer does not guarantee the performance of the contract by the Contractor, except that the Resident Engineer shall ensure that, to the best of the Resident Engineer's knowledge, information and belief, the work has been done in substantial conformance with the approved plans and specifications and advise the Sponsor and/or the Department in writing of any known noncompliance set forth in the contract. This does not in any way mean that the Resident Engineer is a guarantor of the Contractor's work. The Resident Engineer assumes no responsibility for safety in, on or about the job site, nor shall the Resident Engineer have any responsibility for the safety or adequacy of any equipment, building component, scaffolding, forms or other work aids provided by the contractor; nor is the Resident Engineer responsible for the superintendence of the contractor's work or any acts of the contractor.
- f. **OTHER ENGINEERING SERVICES**
Furnish other Engineering Services which may be required by the Sponsor, including surveys. Sub-surface investigations, sampling, testing, and analysis of soils, offsite inspection of materials, laboratory testing, and inspection and control at central mixing plants. Where tests must be conducted by commercial laboratories, only those laboratories approved by the Department will be utilized. If any of these services are conducted by outside firms, the Resident Engineer shall submit copies of the executed contract for such services as specified in Section III.B., of this Agreement. The charges for such services shall be specified in the contract and will remain in effect until completion of the services and acceptance by the Consultant. Certified copies of the

results of all tests required by the Department under this paragraph are to be mailed to the Department within five (5) calendar days after the tests are completed.

g. FINAL QUANTITIES

Final quantities associated with the accepted construction work shall be submitted to the Department within thirty (30) days after final acceptance of the construction work.

D. PLANNING AND SPECIAL SERVICES

This phase may involve activities or studies unrelated to or outside of the scope of basic design and construction phase engineering services routinely performed by the Consultant. Those activities may include master plan and airport layout plan development, environmental studies and assessments, PCI surveys, FWD testing (when used to evaluate pavement as part of a publication revision), first-order NGS monument surveys, boundary surveys, aeronautical surveys, photogrammetric surveys and topographic mapping, preparation of property ownership plats and easements, appraisal and land acquisition services, benefit / cost analysis studies, RSA determination studies, drainage studies and analyses, FEMA/FIRM map revisions and GIS updates. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS D / D1.

E. ENDORSEMENT OF DOCUMENTS

The Consultant will endorse and seal all final draft reports, contract plans, maps, right of way plats, and special provisions for construction contract documents. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Financial and Professional Regulation of the state of Illinois, being employed by the Consultant and responsible for the portion of the services for which license registration is required. These sealed documents will serve as the record documents for the services covered by the terms of the Agreement.

F. DELIVERABLES

At a minimum, the Consultant shall provide the Department (copy Sponsor upon request) the following deliverables:

1. Final project estimate of costs complete w/ professional services fees and sponsor reimbursement estimates.
2. DBE participation goal and breakout of DBE work.
3. QA verification of ELM Engineers Estimate for Schedule of Prices.
4. Calendar day estimate of construction and detailed breakout of critical work items and associated production rates.
5. One set of final construction plans (half-size) and special provisions – sealed by the Consultant and executed by the Sponsor.
6. One copy of the construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction).
7. Original executed Consultant Project Certification (ATTACHMENT N).
8. Executed DBE Final Documentation (ATTACHMENT O).
9. Electronic copy/access of all information (via CD, electronic submittal or ftp site).

G. NOTICE-TO-PROCEED (NTP)

The Consultant shall not commence any phase of the work until the "official notice-to-proceed" (NTP) has been issued in writing either by the Sponsor or Department (via Office of Planning and Programming).

Services to be performed by the Consultant under this Agreement shall become eligible for funding participation consideration as of the date of the written NTP. The dated project program notification letter (i.e. Program Letter) from the Department's Office of Planning and Programming, indicating the project's inclusion in the state program and the estimated funding participation sources/levels, shall constitute the NTP. The Consultant shall schedule a project

phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience upon the Sponsor's receipt of this letter.

For projects not covered by a program letter or with program letter pending, the Sponsor may issue the written NTP with concurrence from the Department. In such cases, the Sponsor is fully liable for all costs incurred as a result of such authorization pending future reimbursement once the project is programmed and a program letter is issued. The Sponsor/Consultant is required to schedule a project phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience.

A copy of the program letter shall be included as ATTACHMENT R of this Agreement.

In the absence of a written, dated notice-to-proceed, the execution date of this Agreement shall be used to determine the eligibility of service dates.

The Sponsor and the Department are not liable, and shall not authorize payment to the Consultant, for any services performed prior to the date of notice to proceed or the execution of this Agreement (whichever takes precedent). All effort, regardless of the notice-to-proceed authorization, is subject to review and eligibility funding determination.

H. DETAILED SCOPE OF SERVICES (Attach / insert here).

1. Prepare Construction Plans and Specifications for letting by the Illinois Department of Transportation (IDOT) in accordance with the requirements stated herein and the project description contained within this document, for a single IDOT letting. Additional lettings shall require additional scope and budget.
2. Project will include:
 - Address pavement distress and areas of subgrade failure if observed in field through cleaning and sealing of bituminous cracks, patching, and/or crack repair.
 - Apply a hot mix asphalt (HMA) overlay to a milled surface.
 - Remark Runway 9-27 and areas within the project area impacted.
 - Restoration of the impacted areas of the site.
 - Traffic maintenance during construction.
3. Conduct an onsite observation of the existing conditions to evaluate the potential factors affecting the project design and construction.
4. Provide construction observation as stated herein for a duration not to exceed 63 calendar days. Added days beyond this duration will require additional scope and fee.
5. Coordination of the proposed improvements with the Sponsor, State, Federal Aviation Administration, local regulatory agencies, and the affected airport tenants.

Specific exclusions:

- Any work outside of the area identified on Attachment P of this agreement.
- Environmental services. All approvals were secured prior to the grant for this project was provided.

II. CONSULTANT COMPENSATION

The Sponsor agrees to pay the Consultant as compensation for rendering the professional services hereinabove described and submitted using the standard Department invoice forms (ATTACHMENTS G & H). Burden and overhead rates entered into this Agreement shall be in effect for the length of the agreement and will not be adjusted, except as may be determined under an audit of costs by the Auditor General or the Department. The rates used in this Agreement shall be the latest audited or provisional approved rates by IDOT as of the date of execution of this Agreement (approval letter must be attached). Should the rate change in the time between the final approval notification of fees and the execution of this Agreement, hours will be adjusted accordingly so that there is no increase in the final approved not-to-exceed amount.

Any professional services effort performed beyond the not-to-exceed limits expressed below, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN

For services outlined in Section I.A., Preliminary Assessment and Schematic Design, and further detailed in Section I.H., Detailed Scope of Services,

1. a lump sum payment of \$ N/A
(representing approximately 35% of the total estimated professional services compensation for design phase services as determined from the TIP request). The fee shall be paid as a lump sum when the preliminary assessment and schematic design phase deliverables (outlined in Section I.A.) are approved and accepted by the Department.

B. DESIGN PHASE SERVICES

For services outlined in Section I.B., Design Phase Services, and further detailed in Section I.H., Detailed Scope of Services,

1. a cost plus a fixed payment of \$ 11,318.62
total amount not to exceed \$ 89,550.00
unless a major change or addition to the scope of services is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted by the Consultant and approved by the Department. The final charges shall be submitted after the Design Phase Services have been performed, approved and all deliverables accepted by the Department in accordance with the guidance outlined in Section I.F. This period of time expires 30 days after award of the construction contract. Any submittal after this time shall not be considered eligible for payment / reimbursement by the Department unless extended by the Department.
2. a lump sum payment of \$ N/A
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The fee shall be paid as a lump sum when the design phase deliverables (outlined in Section I.F.) are approved and accepted by the Department.

C. CONSTRUCTION PHASE SERVICES

For services outlined in Section I.C., Construction Phase Services, and further detailed in Section I.H, Detailed Scope of Services,

1. a cost plus a fixed payment of \$ 15,305.33
total amount not to exceed \$ 131,733.00
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor (and/or Department if applicable). The final charges shall be as soon as possible after official notification from the Consultant of the acceptance of the construction work. A time line will be submitted at each billing cycle after 50% which will indicate a projection of the completed engineering fee vs. the contractor's progress.

If more than one contract exists for the project, the monthly invoices submitted by the Consultant shall detail the amounts of work accomplished under each separate contract. The invoices shall also indicate the dates that the services were performed. If these services are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall be reimbursed at his actual cost for obtaining these services. However, the total payment to the Consultant shall be within the "not to exceed" amount as previously stated unless an amendment to this agreement is approved by the Sponsor (and/or Department if applicable).

D. PLANNING AND SPECIAL SERVICES

For services outlined in Section I.D., Planning and Special Services, and further detailed in Section I.H., Detailed Scope of Services,

1. a cost plus a fixed payment of \$ N/A
total amount not to exceed \$ N/A
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor. The final charges for the Special Services Phase shall be submitted within forty-five (45) days after official notification from the Consultant of the acceptance of the construction work or within 45 days after official notification from the Department of acceptance of other non-construction projects unless extended by the Department.
2. a lump sum payment of \$ N/A
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The fee shall be paid as a lump sum when the deliverables are approved and accepted by the Department.

III. SPECIAL CONDITIONS

The Consultant shall render the services in accordance with generally accepted Professional Standards.

A. TERMINATION

(Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38)

The Sponsor, by written seven (7) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this agreement whether completed or in process.

1. If the termination is due to the failure of the Consultant to fulfill his agreement obligations, the Sponsor may take over the work and prosecute the same to completion by agreement or otherwise. In such case, the Consultant shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
2. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor.
3. It is hereby understood and agreed that should the agreement be terminated, the Consultant shall be entitled to and shall receive a fee based on the amount of work accomplished and approved by the Department up to the day of notification of termination. The fee shall be equal to the sum of the actual number of man-hours of each category of work applied at a negotiated hourly rate, plus any outside services approved by the participating agencies and accomplished prior to the notification. If terminated under Section III.HH., Breach of Contract Terms, the Consultant will not be entitled to profit on the work accomplished.

B. CHANGE IN CONSTRUCTION PLANS

It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the Sponsor (and/or the Department if applicable), and approved by the Department, and said construction plans are substantially changed or revised, for any reason other than the fault of the Consultant in preparing same, then the Consultant shall be entitled to compensation for rendering the services necessary to complete the changes. The amount of this fee shall be negotiated between the Sponsor, Consultant and the Department, and approved by the Department, and an amendment to the agreement should be accomplished prior to authorizing the Consultant to proceed with the changes. The fee shall be due and payable when the revisions are approved by the Sponsor and the Department.

It is the Consultants responsibility to notify the Department as soon as possible when changes/revisions are identified that are beyond the scope of services contemplated under this Agreement.

C. HOLD HARMLESS

The Consultant shall be responsible to pay for all labor, material and equipment costs incurred and for any and all damages to property or persons to the proportionate extent arising out of the negligent performance of services under this agreement and shall indemnify and save harmless the Sponsor, (and/or the Department if applicable), their officers, agents and

employees from all third party suits, claims, actions or damages of any nature whatsoever to the proportionate extent resulting there from. These indemnities shall not be limited by the listing of any insurance coverage. If any errors, negligent acts and/or omissions are made by the Consultant in any phase of the work under this agreement, the correction of which may require additional field or office work, the Consultant will be promptly notified and will be required to perform such additional services as may be necessary to correct these errors, negligent acts and/or omissions without undue delay and without additional cost to the Sponsor (and/or the Department if applicable). The Consultant shall be responsible for any damages incurred as a result of his errors, negligent acts and/or omissions and for any losses or cost to repair or remedy construction as a result of his errors, omission and/or negligent acts, to the extent such error, omission or negligent act breaches the Professional Standard of care. The Consultant shall not be responsible for any consequential damages of the Sponsor or the Department. Neither the Consultant, nor the Sponsor, nor the Department shall be obligated for the other parties' negligence or for the negligence of others.

D. DRAWING OWNERSHIP

It is further mutually agreed by the parties hereto that reproducible copies of the drawings, computer disks, tracings, construction plans, specifications and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Sponsor and basic survey notes and sketches, charts, computations and other data shall be made available upon request of the Sponsor. If any information is used by the Sponsor or another Consultant such use or reuse by the Sponsor or others shall be at the sole risk and without liability or legal exposure to the Consultant.

E. CONTRACT FOR OUTSIDE SERVICES

If any of the services outlined in Section I. are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall provide an executed contract between the person(s) or firm and the Consultant outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the participating agencies for approval prior to the services being performed; all covenants and Special Conditions shall be included and binding on all subcontracts.

F. FORMERLY NOTICE TO PROCEED (See Section I.G.)

G. SUBLET AGREEMENT

Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this agreement and to the partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.

Except as above, neither the Sponsor nor the Consultant shall assign, sublet or transfer his interest in this agreement without the written consent of the other party hereto.

H. AGREEMENT EXPIRES

This agreement expires upon final approval and acceptance of the completed project(s) by the Sponsor (and/or Department as applicable), and after all final engineering charges have been paid to the Consultant as of the date of project close-out or after five years from the date of execution, whichever comes first. Payment liability by the State is as outlined above (see Section I.G., Notice to Proceed and Section II., Consultant Compensation).

I. EQUAL EMPLOYMENT OPPORTUNITY

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)

The Consultant agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity," as amended.

During the performance of this contract, the Consultant, for itself, its assigns and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including, Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 (above) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the sponsor and/or Department to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this agreement.
2. DBE Obligation. The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Consultants shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

J. OPEN ACCESS TO DOCUMENTS

(Reference: 49 CFR Part 18.36(i); FAA Order 5100.38)
(Public Act 90-0572 Section 20-65; Public Act 87-991)

The Consultant shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the Consultant agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

K. CERTIFICATION OF CAPACITY TO CONTRACT

(Public Act 90-0572, Section 50-13)

It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices of State government, or who is an officer or employee of the Illinois Building Authority or the Illinois Toll Highway Authority, or who is the wife, husband or minor child of any such person, to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper or for any services, materials or supplies, which will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Illinois Building Authority or the Illinois Toll Highway Authority. Payments made for a public aid recipient are not payments pursuant to a contract with the State within the meaning of this Section.

It is unlawful for any firm, partnership, association or corporation in which any such person is entitled to receive more than 7 1/2% of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

It is unlawful for any firm, partnership, association or corporation in which any such person together with his spouse or minor children is entitled to receive more than 15%, in the aggregate, of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security hereto or hereafter offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his spouse, minor child or any combination of such persons, if that contract was in existence before his election or employment as such officer, member, or employee. Such a contract is void, however, if it cannot be completed within 6 months after such officer, member, or employee takes office, or is employed.

This Section does not apply to (1) a contract for personal services as a teacher or school administrator between a member of the General Assembly or his spouse, or a State officer or employee or his or her spouse, and any school district, public community, college district, the University of Illinois, Southern Illinois University or any institution under the control of the Board of Governors of State Colleges and Universities or under the control of the Board of Regents or (2) a contract for personal service of a wholly ministerial character including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly or (3) payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

Any person convicted of a violation of this Section shall be guilty of a business offense and shall be fined not less than \$1,000 nor more than \$5,000.

The appropriate Certification of Capacity to Contract will be executed in Section III.X., of this agreement.

L. THE CONSULTANT SELECTION

(Reference: 49 CFR Part 18; FAA AC 5100-14D or latest revision)
(30 ILCS 535; IDOT-Aeronautics Administrative Bulletin: 2010-02)

The Village of Rantoul hereby certifies that it
(Sponsor)

has completed the prescribed qualifications based consultant selection procedures.

The firm of Hanson Professional Services Inc. of Springfield, IL has
(Consultant) (Location)

been selected to provide the engineering services required for the project on:

January 24, 2024

(Date)

A copy of the executed Retainer Agreement identifying the project covered by this Agreement is included as ATTACHMENT U.

M. AMENDMENTS TO THE AGREEMENT

All effort recorded to document a claim for additional compensation must be delineated separately from the original scope of services with personnel, classifications, dates worked, rates, hours and services thoroughly detailed and clearly identified.

The Department shall be notified of potential amendment requests at the earliest possible opportunity once it has been determined that any of the following three circumstances may exist. Any amendments to the Agreement which increases the fee or the time of performance must contain one of the following written determinations (with support documentation) depending upon the circumstances of the change.

1. The undersigned determine that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
2. The undersigned determine that the circumstances which necessitate this change were not within the contemplation of the contract as signed.
3. The undersigned determine that this change is in the best interest of the state of Illinois and is authorized by law.

_____ Date	_____ Sign Name
	_____ Print Name
	_____ Title

Any professional services effort performed beyond the not-to-exceed limits expressed in Section II. Consultant Compensation, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

N. CERTIFICATION OF CONSULTANT
(Public Act 90-0572 Section 50-5)

I hereby certify that I am _____ **Assistant Vice President** (title) and duly authorized representative of the firm _____ **Hanson Professional Services Inc.** whose address is **1525 South Sixth Street, Springfield, Illinois** and that neither I nor the above firm I here represent has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement,
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The firm certifies by execution:

1. it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a

matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm been barred from being awarded a contract or subcontract.

2. it has not been barred from contracting with a unit of state or local government as a result of a violation of the Criminal Code of 1961.

I acknowledge that this certification is to be furnished to the Federal Aviation Administration of the United States' Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

_____ Date	_____ Sign Name
	Robert A. Waller _____ Print Name
	Assistant Vice President _____ Title

O. FEDERAL TAXPAYER IDENTIFICATION NUMBER

The following statement is made under penalty of perjury:

"The Firm's correct Federal Taxpayer Identification Number is 37-0844717

This firm is doing business as a (please check one):

 Individual Partnership X Corporation"

P. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

(Reference: 49 CFR Part 26)

Contract Assurance (§26.13) - The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

In keeping with the DBE plan adopted by the Sponsor, the Consultant shall take all necessary and reasonable steps to attain DBE participation in this contract.

The work for each subconsultant should be listed separately. If the subconsultant is being utilized to meet the project DBE goal, they must be prequalified in that category and certified as a DBE in that category. Please indicate that they are certified in that category. The certification list is available on the Department's website on the "Doing Business" menu under Small Business Enterprises and IL UCP directory <http://www.dot.il.gov/ucp/ucp.html#DBEDirectory>. The percent of work is computed based on the individual subconsultant's work effort in each category.

Firm Name: N/A

Subcontract Amount (\$): 0.00

Prequalification Category	% of Work	DBE Certification

If more than one subconsultant is being used, attach additional sheets.

NOTE: All final payment requests shall include a completed ATTACHMENT O - DBE Final Documentation or the complete information on the Consultant's format.

Q. DISCRIMINATION

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)
(Executive Order 11246 of September 24, 1965; 41 CFR Part 60)

The Consultant agrees not to commit unlawful discrimination in employment in Illinois and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

R. DUES/FEES TO CLUBS WHICH DISCRIMINATE

(775 ILCS 25/2 Source: P.A. 85-909)

The Consultant of the business entity certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agent or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates.

S. CONFLICT OF INTEREST

(Public Act 90-0572 Section 50-13)

The Consultant agrees to comply with the provision of the Illinois Public Act prohibiting conflict of interest and all the terms, conditions and provisions of those Sections apply to this contract and are made a part of this contract the same as though they were incorporated and included herein.

T. FELONY CONVICTION

(Public Act 90-5072 Section 50-10)

The Consultant certifies that if he/she or the business entity has been convicted of a felony, at least five years has passed since the completion of the sentence as of the contract date.

U. ILLINOIS HUMAN RIGHTS NUMBER

The Consultant must have an Illinois Department of Human Rights prequalification number, or have an application on file with the Illinois Department of Human Rights office at the State of Illinois Center, Suite 10-100, 100 West Randolph, Chicago, Illinois 60601 (refer to Department of Human Rights form).

(#IDHR PC-1/IL 442-0010). IDHR #91932-00.

V. EDUCATIONAL LOAN DEFAULT

(5 ILCS 385).

The Consultant certifies that, if this agreement is with an individual or individuals, that he/she is not in default on an educational loan.

W. DRUG FREE WORKPLACE

(30 ILCS 580).

If the Consultant has 25 or more employees, the following certification shall apply and, by signing this document, the Consultant certifies as follows:

1. The Consultant certifies that he will provide a drug free workplace in compliance with the Drug Free Workplace Act ("Act"). Specifically, Consultant certifies he will do the following:
 - a. Publish a statement:
 - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultants workplace.
 - ii. Specifying the actions that will be taken against employees for violations of such prohibition.
 - iii. Notifying the employee that, as a condition of employment on this agreement, the employee will:
 - 1) abide by the terms of the statement; and
 - 2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
 - b. Establish a drug free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the Consultant policy of maintaining a drug free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon employees for drug violations.

- c. Give a copy of the statement described above to each employee engaged in the performance of the contract and post the statement in a prominent place in the workplace.
- d. Notify the State within 10 days after receiving notice under part (a)(3)(B) above from an employee or otherwise receiving actual notice of such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by §5 of the Act.
- f. Assist employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicate that a trained referral team is in place.
- g. Make a good faith effort to continue to maintain a drug free workplace through implementation of §3 of the Act.

If an individual, the Consultant further certifies that he will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the agreement.

X. CAPACITY TO CONTRACT
(Public Act 90-0572)

The Consultant certifies that the Corporation's certificate of Authority to do business in Illinois, is in good standing with the Secretary of State's Office.

CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

(Corporation)

The undersigned, being a duly authorized officer and the duly elected Secretary of

Hanson Professional Services Inc., a corporation, hereby certify that they have read Public Act 90-0572 Section 50-13 and that they have checked the records of the corporation and that no person who is entitled to receive individually more than 7 1/2% of the total distributable income of the corporation, or together with their spouse or minor child more than 15% of the total distributable income of the corporation, is (i) an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; or (iii) a spouse or a minor child of any such enumerated person.

Hanson Professional Services Inc.

Corporation

Date

BY Robert A. Waller, Assistant Vice President
Printed Name & Title

BY Dennis J. Hollahan, Vice President
Printed Name & Title

CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

(Partnerships and Non-Corporate Firms and Associations)

The undersigned, being each and every one of the partners/members/associates/(other) of

_____, hereby
certify on behalf of themselves individually, that they have read Public Act 90-0572 Section 50-13 and that (i) they are not an elected State official, a member of the General Assembly, an appointed State officer, a State employee; an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; nor a spouse or minor child of any such enumerated person; or (ii) that they are such an enumerated person but that they are not entitled to receive individually more than 7 1/2% of the total distributable income of the partnership/firm/association, or together with their spouse or a minor child more than 15% of the total distributable income of the partnership/firm/association.

_____ day of _____, AD, 20_____

BY _____

BY _____

Printed Name & Title

Printed Name & Title

d/b/a _____
(Name)

CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

(Individual Consultants)

I, _____
(Name)

hereby certify that I have read Public Act 90-0572 Section 50-13 and I further certify (i) that I am not an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) that I am not an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; and (iii) that I am not a spouse or a minor child of any such official, member, officer or employee.

____ day of _____, AD, 20____

BY _____

Printed Name & Title

d/b/a _____
(Name)

Y. CERTIFICATION REGARDING LOBBYING

(Reference: 49 CFR Part 20, Appendix A)

Certification for Contracts, Grants, Loans and Cooperative Agreements.

The Consultant certifies compliance with Section 319 of Public Law 101-102 and to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Z. INTERNATIONAL BOYCOTT

(Applicable to contracts in excess of \$10,000):

The Consultant certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The Consultant makes the certification set forth in Section 5 of the International Anti-Boycott Certification Act.

AA. NON-APPROPRIATION CLAUSE

Obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for payment of this Agreement.

BB. DEBT CERTIFICATION

The Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11 and 50-12. The Consultant further acknowledges that the contracting State agency may declare the contract void if the preceding certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of *any* debt to the State during the term of the contract.

CC. GOODS FROM CHILD LABOR ACT

The Consultant certifies in accordance with Public Act 94-0264 that no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

DD. QUALIFICATION BASED SELECTION ACT

(Reference: 49 CFR Part 18.36; FAA Order 5100.38; FAA AC 150/5100-14 (latest))

The parties hereby certify that there was compliance with the provisions of the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act, Chapter 30 ILCS 535 in the procurement of the services covered by this Agreement.

EE. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(Reference: 49 CFR Part 29; FAA Order 5100.38)

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

FF. RIGHTS TO INVENTIONS

(Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

GG. TRADE RESTRICTION CLAUSE

(Reference: 49 CFR Part 30.13; FAA Order 5100.38)

The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower

tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

HH. BREACH OF CONTRACT TERMS

(Reference: 49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the Consultant or their subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

II. BAN ON TEXTING WHILE DRIVING

(Reference: Executive Order 13513)

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Consultant or subconsultant is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Consultant or subconsultant must insert the substance of this clause on banning texting when driving in all contracts and subcontracts.

Policies and procedures for procurement of professional services are established in Federal Regulation Title 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements. The Airport and Airway Improvement Act (AAIA) of 1982, as amended, serves as the enabling legislation. The parties agree that these policies and procedures have been followed.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at

Rantoul, Illinois, this _____, **2024**.
(city) (date) (year)

ATTEST:

(SEAL)

Village of Rantoul

(Sponsor Name)

37-6000510

(Federal Employee's Identification Number)

BY

Printed Name & Title

BY

Printed Name & Title

ATTEST:

(SEAL)

Hanson Professional Services Inc.

(Consultant Name)

37-0844717

(Federal Employee's Identification Number)

BY

Robert A. Waller, Assistant Vice President
Printed Name & Title

BY

Dennis J. Hollahan, Vice President
Printed Name & Title

LIST OF ATTACHMENTS

<u>ATTACHMENT A / A1</u> –	PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT B / B1</u> –	DESIGN PHASE SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT C / C1</u> –	CONSTRUCTION PHASE SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT D / D1</u> –	PLANNING AND SPECIAL SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT E</u> –	ENGINEERING REPORT (General Guidance)
<u>ATTACHMENT F</u> –	RESIDENT ENGINEER'S DIARY (Standard Format)
<u>ATTACHMENT G</u> –	COST PLUS FIXED PAYMENT INVOICE (Standard Format)
<u>ATTACHMENT H</u> –	LUMP SUM INVOICE (Standard Format)
<u>ATTACHMENT I</u> –	EFFORT DETAIL BREAKDOWN (Standard Format)
<u>ATTACHMENT J</u> –	TESTING SCHEDULE
<u>ATTACHMENT K</u> –	TESTING RATES & COST SUMMARY
<u>ATTACHMENT L</u> –	SUMMARY OF PAYROLL BURDEN AND FRINGE COSTS
<u>ATTACHMENT M</u> –	SUMMARY OF OVERHEAD AND INDIRECT COSTS
<u>ATTACHMENT N</u> –	PROJECT CERTIFICATION
<u>ATTACHMENT O</u> –	DBE FINAL DOCUMENTATION
<u>ATTACHMENT P</u> –	PROJECT SKETCH
<u>ATTACHMENT Q</u> –	PROJECT LETTING SCHEDULE
<u>ATTACHMENT R</u> –	OP&P PROGRAM LETTER
<u>ATTACHMENT S</u> –	CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL / ADMINISTRATIVE EXPENSE RATE LETTER
<u>ATTACHMENT T</u> –	CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS
<u>ATTACHMENT U</u> –	RETAINER AGREEMENT

ATTACHMENT A

PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES

ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	_____	(ATTACHMENT A-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	_____	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	_____	
Meals/Per Diem ^{2,3}	_____	
Transportation ²	_____	
Materials & Supplies	_____	
Printing	_____	
CADD time ⁴	_____	
Other Costs (excluding outside services)	_____	
4. <u>Fixed Payment</u> ⁵	_____	
5. <u>Outside Services</u>	_____	
	Lump Sum	
Total Amount Not to Exceed	N/A	(Rounded Down)

Estimated cost of total professional design phase services from TIP: \$ _____ **N/A**

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ CADD incorporated into approved overhead and burden rate.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT B

DESIGN PHASE SERVICES

ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	<u>29,437.24</u>	(ATTACHMENT B-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	<u>48,244.69</u>	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	<u>118.77</u>	
Meals/Per Diem ^{2,3}	<u>54.00</u>	
Transportation ²	<u>301.50</u>	
Materials & Supplies	<u>50.00</u>	
Printing	<u>26.00</u>	
CADD time ⁴	<u>0.00</u>	
Other Costs (excluding outside services)	<u>0.00</u>	
4. <u>Fixed Payment</u> ⁵	<u>11,318.62</u>	
5. <u>Outside Services</u>	<u>0.00</u>	
	Cost Plus Fixed Payment	
OR	Total Amount Not to Exceed	<u>89,550.00</u> (Rounded Down)
	Lump Sum	
	Total Amount Not to Exceed	<u>N/A</u>

Estimated Construction Cost: \$ 2,493,100 (ATTACHMENT T)

Attach a sketch labeled ATTACHMENT P in sufficient detail to clearly delineate the proposed areas of work.

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ CADD incorporated into approved overhead and burden rate.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ESTIMATE OF SALARY EXPENSES

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ATTACHMENT C
CONSTRUCTION PHASE SERVICES
ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	<u>38,943.04</u>	(ATTACHMENT C-1)
2. <u>Labor and General and Administrative Overhead¹</u>	<u>63,823.75</u>	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	<u>5,344.65</u>	
Meals/Per Diem ^{2,3}	<u>2,430.00</u>	
Transportation ²	<u>2,787.20</u>	
Materials & Supplies	<u>0.00</u>	
Printing	<u>0.00</u>	
CADD time ⁴	<u>0.00</u>	
Other Costs (excluding outside services)	<u>0.00</u>	
4. <u>Fixed Payment⁵</u>	<u>15,305.33</u>	
5. <u>Outside Services</u>	<u>3,100.00</u>	
Cost Plus Fixed Payment Total Amount Not to Exceed	<u>131,733.00</u>	(Rounded Down)

Estimated Number of Calendar Days: 63

Estimated Days of On-Site Resident Engineer Services: 45

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ CADD incorporated into approved overhead and burden rate.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ESTIMATE OF SALARY EXPENSES

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal			
Sr. Project Manager – ES-VII	14	80.47	1,126.58
Project Manager – ES-VII			
Senior Project Engineer – ES-VI			
Project Engineer – ES-V	116	52.03	6,035.48
Engineer – ES-III	26	37.83	983.58
Senior Electrical Engineer – Max			
Electrical Engineer – ES-IV			
Senior Engineering Technician – T-VII	666	45.07	30,016.62
Engineering Technician – T-IV			
Project Administrator – A-V	21	37.18	780.78
Administrative Assistant – A-IV			
Total	843 (hours)	46.20 (average)	38,943.04 (total direct salary costs) (ATTACHMENT C)

* Classifications may be adjusted as per Consultant's work force. Rates dated February 9, 2023, unless otherwise noted.

** Actual rate shown.

ATTACHMENT D

PLANNING AND SPECIAL SERVICES

ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	_____	(ATTACHMENT D-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	_____	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	_____	
Meals/Per Diem ^{2,3}	_____	
Transportation ²	_____	
Materials & Supplies	_____	
Printing	_____	
CADD time ⁴	_____	
Other Costs (excluding outside services)	_____	
4. <u>Fixed Payment</u> ⁵	_____	
5. <u>Outside Services</u>	_____	
	Cost Plus Fixed Payment	
	Total Amount Not to Exceed	N/A (Rounded Down)
OR		
	Lump Sum	
	Total Amount Not to Exceed	N/A

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ CADD incorporated into approved overhead and burden rate.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ESTIMATE OF SALARY EXPENSES

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ATTACHMENT E

ENGINEERING REPORT (General Guidance)

The Engineering Report is to be prepared by the Consultant and submitted to the Sponsor and/or Department, if possible, prior to starting Plans and Specifications. The Report shall include, at a minimum, a discussion of the following elements which are applicable and any other elements deemed necessary by the Department:

1. Introduction, project overview and consistency with approved ALP, justification, scope, authorization, funding, required environmental actions and schedule.
2. Investigations and evaluations, including pavement history, PCI information, topographic survey data, soil sampling and testing, boring logs, CBR test results, subgrade stabilization considerations, and seasonal frost issues.
3. Pavement design considerations, including pavement types and/or alternates; any unusual design and reasons therefore, selection of design CBR value, traffic distribution, and reported pavement strength.
4. Rehabilitation, strengthening and/or overlay work shall be detailed as to the type of work required, including existing pavement conditions, material selection considerations, thickness design and economic analysis.
5. Construction features which vary from FAA criteria should be identified including the problem(s) facts, alternative solutions, and/ or desired solution. Is the desired solution the most economical?
6. Items such as materials sources, soils, drainage, water for construction, cost of land vs. development, contractor resources, available finances, and stage development. The report should say how these factors affected the decisions made by the Consultant in the design.
7. Explanation of drainage design criteria including explanation of drainage districts data INPUT and off-site drainage impact on design. Include drainage calculations and modeling.
8. Special considerations for local circumstances such as available material, equipment, contractors, and airport sponsored events.
9. Consultant's choice of options for the lighting design; similar explanation of choices made for the drainage, fencing, turfing and marking, including decisions regarding cover crop seeding.
10. Approach conditions which will result from proposed work and comparison with FAA criteria.
11. Analysis of potential RSA determination (if applicable).
12. Development of PCN for runway strengthening and rehabilitation projects.
13. Description of non-AIP work and quantity separation from AIP eligible items.
14. Identify work to be done by others such as utility companies and airports sponsor forces.
15. The Consultant's preliminary estimate of construction costs, fees and expenses shall be included.
16. A discussion of project safety concerns (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) shall be included.
17. A discussion of project phasing / sequencing and estimate of construction calendar days shall be included.

ATTACHMENT F



**Illinois Department
of Transportation**

Resident Engineer's Diary

Airport: _____ Date: _____
Contractor: _____ IL Project No.: _____ SBG Project _____
Temperature _____ Wind: _____ Weather Conditions: _____
Status: ☐ Active ☐ Suspended Jobsite Conditions: ☐ Workable ☐ Non-workable

Controlling Item: _____

Workforce

Consultant (# of people, hours): _____

Contractor (# of people, equipment, hours):

Daily Work

Pay items / General Location:

Instructions to Contractor / Unusual Events:

Verbal Approvals (official & item): _____

Additional Work (change order, etc.): _____

Official Visitors: _____

Materials Deliveries (material, quantity, quality) / Testing (test, location, corrective action):

Other:

Calendar Days: _____ Awarded
_____ Charged
_____ Remaining

DBE Onsite? (yes or no)
Own forces used? (yes or no)
Own equipment used? (yes or no)

Submitted _____ Firm: _____ Date: _____

ATTACHMENT G



Hanson Professional Services Inc.
1525 South Sixth Street
Springfield, IL 62703
Phone: (217) 788-2450
Fax: (217) 788-2503

Invoice No: _____
Project No: _____
Invoice Date: _____
Partial: _____
Final: _____

Project Title: _____

Phase: _____

Agreement Date: _____

Amendment Date: _____

AIP Project No.: _____

Program Letter Date: _____

IL Project No.: _____

Airport _____

County _____

FOR PROFESSIONAL SERVICES RENDERED FROM: _____ - _____

Contract Maximum Amount: _____

	PREVIOUS BALANCE	CURRENT BILLING	PROJECT TO DATE BILLING
Direct Salaries	_____	_____	_____
Overhead Burden	_____	_____	_____
Total Direct Salaries & Overhead	_____	_____	_____
Premium Labor Cost	_____	_____	_____
Total Direct Labor	_____	_____	_____
Percent Complete	#N/A	#N/A	#N/A
Fixed Fee	_____	_____	_____
Direct Costs of Services by Others	_____	_____	_____
Direct Expenses	_____	_____	_____
Total Amount Invoiced	_____	_____	_____
Less: Amount Previously Invoiced	_____	_____	_____
Amount Due This Invoice	_____	_____	_____

I CERTIFY THIS BILLING IS CORRECT
TO THE BEST OF MY KNOWLEDGE.

(Name/Date)

APPROVED BY IDA ENGINEERING: _____

Project Summary					
Previous	Current	Project to Date	Remaining	Payments	Outstanding
_____	_____	_____	_____	_____	_____

ATTACHMENT H



Hanson Professional Services Inc.
1525 South Sixth Street
Springfield, IL 62703
Phone: (217) 788-2450
Fax: (217) 788-2503

Invoice No:
Project No:
Invoice Date:
Partial:
Final:

Project Title: _____
Phase: _____

Agreement Date: _____	IL Project No.: _____
Amendment Date: _____	Airport _____
AIP Project No.: _____	County _____
Program Letter Date: _____	

FOR PROFESSIONAL SERVICES RENDERED FROM: _____ - _____

PROJECT TO
DATE BILLING

Lump Sum Fee (or Maximum Payable per Engineering Agreement)	_____
Percent of Work Complete <u>#N/A</u>	
Fees Earned to Date	<u>#N/A</u>
Less: Amount Previously Billed	<u>#N/A</u>
Amount Due This Invoice	<u>#N/A</u>

I CERTIFY THIS BILLING IS CORRECT TO THE BEST OF MY KNOWLEDGE. _____ (Name/Date) APPROVED BY IDA ENGINEERING: _____

Project Summary					
Previous	Current	Project to Date	Remaining	Payments	Outstanding

ATTACHMENT I

EFFORT DETAIL BREAKDOWN (Standard Format)

Page ____ of ____ Pages

Airport: _____
Illinois Project No. _____
Federal Project No. _____

Invoice No. _____
Date: _____

ENGINEERING COSTS BREAKDOWN

Agreement Paragraph Governing Services	Service Performed	Date Performed	Employee's Name and Classification	Hours	Rate	Amount

Total _____

ENGINEERING FIRM

Name _____
Address _____

Prepared By _____
Date _____

NOTE:

This format is for general information; however the consultant's format containing the essential data may be acceptable.

ATTACHMENT J

TESTING SCHEDULE

Testing Schedule - anticipated for the Preliminary Assessment and Schematic Design, Design and Construction phases of the project.

Description	Approximate Number
ASTM D 421, Particle Size Analysis	
ASTM D 2217	
ASTM C 422	
ASTM D 698, Moisture-Density Relations of Soil	
ASTM D 1557	
ASTM D 427, Shrinkage Factors of Soil	
ASTM D 2434, Permeability of Granular Soils	
AASHTO T 194, Determination of Organic Materials in Soils by Wet Combustion	
ASTM D 1883, Bearing Ratio of Laboratory Compacted Soil	
AASHTO T 222, Modulus of Soil Reaction	
ASTM D 2487, Soil Classification "Unified System"	
ASTM D 2113, Soil Borings	
ASTM C 207, Hydrated Lime	
ASTM C 131, Abrasion	
ASTM C 88, Soundness	
ASTM D 946, Penetration	
ASTM D 3381, Viscosity	
ASTM D 1559, Marshall Method	
ASTM C 136, Gradation	4
ASTM D 2172, Extraction and Gradation	4
ASTM D 2726, Bulk Specific Gravity	4
ASTM D 2041, Maximum Theoretical Specific Gravity	4
ASTM D 2950, Nuclear Density	
ASTM C 117 Washed Aggregate Sample	
ASTM D 4318, Liquid Limit, Plastic Limit, Plasticity Index	
ASTM C 127, Absorption and Specific Gravity	
ASTM C 128	
ASTM C 566, Moisture Content	
ASTM C 31, PCC Test Cylinders	
ASTM C 141, Slump	
ASTM C 231, Air Content	
ASTM C 78, Flexural Strength	
ASTM C 138, Yield, Cement Content	
ASTM D 412, Rubber in Tension	
ASTM D 1664, Striping Test	

The testing form shall be adjusted to the specific project. The consultant shall not assume IDOT will provide any testing and inspections. Payment for these services shall be at the rates established in ATTACHMENT K. - TESTING RATES & COST SUMMARY.

ATTACHMENT K

TESTING RATES & COST SUMMARY

[illegible]

ATTACHMENT L (Optional)

SUMMARY OF PAYROLL BURDEN AND FRINGE COSTS

	% of Direct Productive Payroll
Federal Insurance Contributions Act (FICA)	12.44
State and Federal Unemployment Compensation	0.38
Worker's Compensation Insurance	0.44
Paid Holidays, Vacation, Sick Leave, and Jury Duty	18.34
Severance Pay	0.02
Incentive Compensation	11.82
Pension and Retirement Benefits	12.03
Employee Group Insurance	16.03
Total Payroll Burden and Fringe Benefit Costs	71.49

NOTE:

A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.

ATTACHMENT M (Required)

SUMMARY OF OVERHEAD AND INDIRECT COSTS

	% of Direct Productive Payroll
Indirect salaries	50.07
Occupancy expenses – rent, utilities, and maintenance	10.33
Business insurance	2.88
Depreciation – furniture, fixtures, and building	1.39
Reproduction and printing costs	0.15
Office supplies and postage	0.82
Telephone	0.31
Computer Expenses	13.87
Legal and Accounting Services	0.71
Employees travel expenses	0.69
Services and consultant fees	3.13
Training and educational non-salary expenses (professional development)	1.75
Fees, licenses, dues, publications (technical and professional)	1.11
Equipment rental	0.31
Taxes except Federal Income Tax	1.25
Business development and Marketing expenses	0.39
Recruiting and relocating expense	1.13
Vehicle costs	1.22
Survey, material testing, and engineering supplies	0.45
Other indirect expenses	0.14
Gain/Loss of disposition of assets	-0.66
Facilities capital cost of money	0.36
General and Administrative Overhead Expenses	92.40
TOTAL OVERHEAD (Sum of Attachment L + Attachment M Values)	163.89

NOTE: A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.

ATTACHMENT N

AIRPORT: _____

IL. PROJ. NO.: _____

IL. BLOCK GRANT PROJ. NO.: _____

CONTRACT NO.: _____

Project Description:

Pursuant to Federal Aviation Regulations, Part 152, as amended, and as a condition to receiving any Federal and/or State financial assistance through a Grant Offer from the FAA and/or State of Illinois – Department of Transportation for the proposed airport development project, it is hereby represented, to the best of our knowledge, information and belief that

1. The Consultant has been selected to provide the necessary professional services for the project described herein and identified in the Professional Services Request For Qualifications (RFQ). Copy of Retainer attached (ATTACHMENT U).
Selection Date: _____
2. Project is clearly delineated on the approved Airport Layout Plan.
Approval Date: _____
3. The project is environmentally cleared.
☐ YES ☐ NO DOCUMENT TYPE: ☐ CATEX ☐ EA ☐ EIS ☐ FONSI
Approval Date: _____
4. All Corps/EPA permits and other regulatory agency reviews/approvals/mitigation have been satisfied and there are no known encumbrances to the completion of the project.
☐ YES ☐ NO
5. Plans were prepared in accordance with FAA approved standards and advisory circulars; and , the specifications were prepared in accordance with the FAA approved *Illinois Standard Specifications For Construction Of Airports*, along with the Division of Aeronautics' most current Policy Memorandums and "Handout" Specifications, except as noted by attached Modification to Standards (MOS) which has been addressed and justified in the engineering report and submitted to and approved by the Engineer of Design.
☐ YES ☐ NO
Approval Date of MOS (If applicable): _____
6. The design conforms to the approved programmed project scope.
☐ YES ☐ NO
7. Provisions have been included for safety during construction (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction).
☐ YES ☐ NO
8. The plans, special provisions and quantities have been thoroughly checked in accordance with best management practices by the Consultant for accuracy and consistency, and are in conformance with AC 150/5300-13 (latest edition). All contract deliverables referenced in Section I.F. DELIVERABLES have been submitted, received and determined acceptable.
☐ YES ☐ NO

Date _____

By: _____ P.E.

Project Engineer (Consultant)

Date _____

By: _____

Sponsor

Date _____

By: _____ P.E.

Aeronautics Design Engineer

Date _____

By: _____ P.E.

Aeronautics Engineer of Design

ATTACHMENT O

DBE FINAL DOCUMENTATION



Prime Consultant

Name _____
Address _____
Telephone _____

Subject

Airport _____
Illinois Project No. _____
Federal Project No _____

DBE Subconsultant

Name _____
Address _____
Telephone _____

Contract Amounts

Consultant Contract Amount _____
DBE Contract Amount _____
DBE Participation (%) _____

This documentation verifies the services provided and the amount paid to the DBE Subconsultant on the above captioned contract. The undersigned certifies that the services reported herein were executed by the DBE, that the DBE actually provided the services and that the services reported herein conform to the services reported in the approved Professional Services Agreement together with any amendments approved by the Sponsor and/or Division as applicable.

Description of Service Provided	Contract Amount	Amount Paid	Difference (+/-)
1.			
2.			
3.			
4.			
5.			
6.			
Totals			

DBE Contract amount has been met or exceeded [] Yes [] No (*check one*).

DBE Contract amount not met – Shortfall \$ _____ (*documentation explaining shortfall attached*).

Prime Consultant

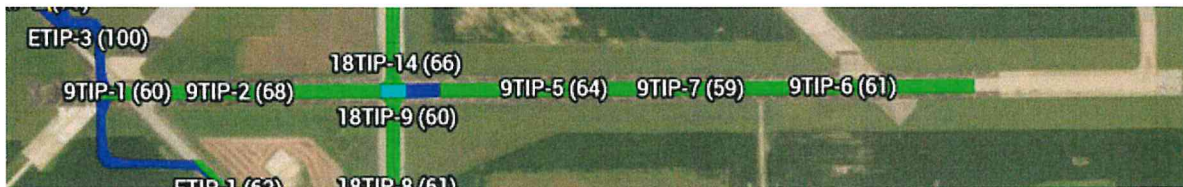
DBE Subconsultant

Print Name _____
Title _____
Signature _____
Date _____

Print Name _____
Title _____
Signature _____
Date _____

ATTACHMENT P

PROJECT SKETCH



ATTACHMENT Q

PROJECT LETTING SCHEDULE

ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS
2024 LETTING SCHEDULE WITH ASSOCIATED REGRESSIVE DATES

START (0%) Pre-design Meeting Target Date	22 Week Project Development Timeline (154 Calendar Days)			IDOT Letting Date	Anticipated Award Date	Anticipated Start to Work Date
	35%	80%	100%			
	Engineering Report to IDA for Comments	*Sealable Plans and Specifications to IDA for Comments	Approved and <i>Sealed</i> Final Plans and Specifications to IDA			
18-Nov-2022	13-Jan-2023	24-Mar-2023	21-Apr-2023	16-Jun-2023	15-Sep-2023	13-Oct-2023
06-Jan-2023	03-Mar-2023	12-May-2023	09-Jun-2023	04-Aug-2023	03-Nov-2023	01-May-2024
24-Feb-2023	21-Apr-2023	30-Jun-2023	28-Jul-2023	22-Sep-2023	22-Dec-2023	01-May-2024
21-Apr-2023	16-Jun-2023	25-Aug-2023	22-Sep-2023	17-Nov-2023	16-Feb-2024	01-May-2024
16-Jun-2023	11-Aug-2023	20-Oct-2023	17-Nov-2023	19-Jan-2024	19-Apr-2024	17-May-2024
11-Aug-2023	06-Oct-2023	15-Dec-2023	12-Jan-2024	08-Mar-2024	07-Jun-2024	05-Jul-2024
29-Sep-2023	24-Nov-2023	02-Feb-2024	01-Mar-2024	26-Apr-2024	26-Jul-2024	23-Aug-2024
17-Nov-2023	12-Jan-2024	22-Mar-2024	19-Apr-2024	14-Jun-2024	13-Sep-2024	11-Oct-2024
05-Jan-2024	01-Mar-2024	10-May-2024	07-Jun-2024	02-Aug-2024	01-Nov-2024	01-May-2025
23-Feb-2024	19-Apr-2024	28-Jun-2024	26-Jul-2024	20-Sep-2024	20-Dec-2024	01-May-2025

*Requirements of the 80% milestone submittal shall include a complete set of Contract Documents, as outlined in the A/E agreement, designed and reviewed for adherence to Federal Aviation Administration (FAA) and Illinois Division of Aeronautics (IDA) concepts and standards by a licensed Illinois Professional Engineer. Submittals shall include but not limited to the following documents: Construction Plans, Special Provisions and Construction Safety Phasing Plan with a detailed Estimate of Costs, Contract Time, and DBE Participation Goal along with any applicable Modifications of Standards and Certification requirements required by the FAA Review Matrix Guide per memorandum dated 08/02/2016.

Revised 01/21/2023

2024 Letting Schedule.xlsx

ATTACHMENT R

OP&P PROGRAM LETTER



Illinois Department of Transportation

Office of Planning and Programming
2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 1, 2023

Mr. Carson Vericker
Rantoul National Aviation Center
6 Aviation Ctr
Rantoul, IL 61866

Mr. Vericker,

The Illinois Department of Transportation's Airport Improvement Program provides funding for projects at airports throughout the state to ensure the continuation of safe and efficient operations at these facilities and maximize opportunities for economic development in Illinois.

The project detailed herein was selected for your airport based on project requests submitted to the Department during the Transportation Improvement Program (TIP) meetings. This program is based on Federal Aviation Administration (FAA) funding levels established in federal legislation which provide for a minimum of \$1 million in entitlement funds for primary airports and a maximum of \$150,000 entitlement funds for non-primary airports. Federal legislation calls for a maximum 90% federal participation. As such, the state and local match will be 5% each for all projects which are eligible for state funding. All other federal projects which are not eligible for state funds will require a minimum 10% local match.

Funding for the Illinois Airport Improvement Program is dependent upon receipt of Federal funds and legislative authorization of state appropriations. In addition, proposed development and land acquisition must be shown on an approved ALP, have cleared environmental processing, and the land already acquired or have a signed purchase agreement. For projects seeking Federal Discretionary Funds these requirements must be completed, and evidence of completion provided to Aeronautics by **October 1, 2023** before a project can be considered for funding.

The Department and the Airport Sponsor hereby specifically agree that they shall pay the above defined percentages of all project costs. Airport sponsors shall be responsible to pay for all planning and design services at time of project letting and seek reimbursement within the project at the time of award. In addition, the GRANTEE shall pay such additional project costs which exceed the sum of the GRANTOR's funds and the Federal funds, as are herein committed for this Project. **In the event your project exceeds these budget totals, the Sponsor may elect to pay any additional project costs which exceed the total sum of state and federal funds as planned and programmed to complete the project. If additional funds are deemed necessary post award, an amendment to the Agency Agreement with the Department must be developed and approved by the Department and the FAA before any additional funding may be allocated.**

Rantoul National Aviation Center
July 1, 2023
Page 2

In the event the Illinois General Assembly fails to appropriate funds, or sufficient funds are otherwise not made available for these projects, the Airport Sponsor will be required to pay the state and local costs as itemized below. This will include any amount which exceeds the totals listed.

Projects were selected based on the FAA's National Priority System as well as other state and local priorities. The Department has programmed the following project to be included in IDOT's FY 2024 Proposed Airport Improvement Program for your airport:

The project "Rehabilitate Runway 9/27 (5001' x 75')\" will be funded as follows:

Federal Discretionary Funds	\$2,415,000
Federal Non-Primary Entitlement Funds	\$150,000
State Match	\$142,500
Local Match	\$142,500
Total Project Cost	\$2,850,000

***If this project is seeking AIP Federal Discretionary Funds from the Federal Aviation Administration (FAA) until such time the funds are received by the Department this project is not guaranteed.**

The Office of Intermodal Project Implementation (Aeronautics) letting schedule for construction projects must be strictly followed to ensure projects are advertised and brought to letting in an organized manner. The letting schedule allows for 30 weeks to develop a project from the date of the pre-design meeting to the letting.

To ensure eligibility of professional services for state and federal funding participation, you are required to satisfy the qualifications based selection process and enter into a retainer agreement, or professional services A/E agreement with the consultant of record selected for the project prior to any costs being incurred. This should take place prior to the project initiation/pre-design meeting. Aeronautics will facilitate this process, as well as the initial development and review of fees.

The project contained in this letter is officially programmed for development provided all state and federal requirements have been met. It is now the Airport Sponsor's responsibility to initiate the professional services phase of the project. Please contact Aeronautics, either directly or through your consultant, to schedule a project initiation meeting.

Please initiate this project within 12 months of the date of this letter or this project will no longer be considered programmed. Projects are initiated by scheduling a predesign meeting for design/construction projects or a project initiation meeting for planning and environmental projects.

ATTACHMENT S

**CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL /
ADMINISTRATIVE EXPENSE RATE LETTER**



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

September 29, 2023

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

James Messmore
HANSON PROFESSIONAL SERVICES INC.
1525 South Sixth Street
Springfield, IL 62703

Dear James Messmore,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2022. Your firm's total annual transportation fee capacity will be \$93,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 163.89% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2023. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

ATTACHMENT T

CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS



Illinois Department of Transportation
Division of Aeronautics

2024 TRANSPORTATION IMPROVEMENT PROGRAM ESTIMATE OF WORK

Airport Name:	Rantoul National Aviation Center		
Associated City:	Rantoul		
Year Requested:	2024	Sponsor Priority:	1

PROJECT TITLE:
Rehabilitate Runway 9/27

Estimate of Work							
ITEM	QUANTITY		UNIT PRICE		PRICE	Potential DBE	
	#	Unit(s)	\$	/ Unit		\$	%
PAVING							
Cleaning and Sealing	14,700	LF		\$5 / LF	\$73,500		
Milling	43,650	SY		\$10 / SY	\$436,500		
HMA - Surface	5,100	TON		\$200 / TON	\$1,020,000		
HMA - Test	1	TON		\$85,000 / TON	\$85,000		
Subgrade Stabilization		SY		/ SY			
Patching	300	SY		\$300 / SY	\$90,000		
Tack/Prime	4,356	GAL		\$8 / GAL	\$34,848		
Marking	83,864	SF		\$5 / SF	\$419,320	\$419,320.00	100.00%
ELECTRICAL/NAVAIDS							
Install Electrical Equipment		LS		/ LS			
Cable		LF		/ LF			
MIRL-Base		EA		/ EA			
MIRL-Stake		EA		/ EA			
MITH		EA		/ EA			
Signs		EA		/ EA			
Handholes		EA		/ EA			
GRADING AND DRAINAGE							
Shoulder adjustment		SY		/ SY			
Offsite Fill		CY		/ CY			
Seeding/Mulching		AC		/ AC			100.00%
Pipe		LF		/ LF			
Structures		EA		/ EA			
FENCING							
Remove Fence		LF		/ LF			
Install Fence		LF		/ LF			
Gates (Electric)		EA		/ EA			
Gates (Manual)		EA		/ EA			
OTHER / MISC.							
Field Office	1	LS		\$20,000 / LS	\$20,000		
Haul Route		LS		/ LS			
Traffic Maintenance	1	LS		\$22,000 / LS	\$22,000	\$22,000.00	100.00%
Mobilization	1	LS		\$220,117 / LS	\$220,117		
Contingency	1	LS		\$71,816 / LS	\$71,816		
Engineering-Design	1	LS		\$163,500 / LS	\$163,500		
Engineering-Special Services	1	LS		\$5,000 / LS	\$5,000		
Engineering-Construction	1	LS		\$188,400 / LS	\$188,400		
Utilities/Adj.	1	LS		/ LS			
TOTAL COST:					Potential DBE		
					\$		%
\$2,850,000					\$441,320.00	15.48%	

ATTACHMENT U
RETAINER AGREEMENT
(SEE NEXT PAGE)

**AGREEMENT FOR CONSULTANT SERVICES
(RETAINER AGREEMENT)**

THIS AGREEMENT, made at Rantoul, Illinois, this 24 day of January, in the year 2024 by and between the
Village of Rantoul
(sometimes hereinafter also referred to as the "Owner", or "Sponsor"), as Party of the First Part, and
Hanson Professional Services Inc. (Hanson)
(hereinafter referred to as the "Consultant"), as Party of the Second Part.

WITNESSETH:

WHEREAS, the Owner intends to sponsor the accomplishment of a development program, in stages, of a public air navigation facility known as Rantoul National Air Center (hereafter referred to as "Airport"), in Champaign County, State of Illinois; and

WHEREAS, the Owner wishes to have the Consultant available to perform certain projects as described in the Owner's development program; and

WHEREAS, the development program shall be described as:

1. Rehabilitate Runway 9/27

WHEREAS, the Department of Transportation, Office of Intermodal Project Implementation-Aeronautics, State of Illinois is the authorized Agent of the Owner under the proposed development program (it may be hereinafter referred to as "Aeronautics");

WHEREAS, the Consultant agrees to furnish an executed "Certification of Engineer" and certain professional consulting services enumerated hereinafter, in connection with projects assigned to the Consultant by the Owner under the development program.

NOW, THEREFORE, for and in consideration of the mutual promises made by the parties hereto, **IT IS MUTUALLY COVENANTED AND AGREED** as follows:

I. CONSULTING SERVICES

- A. As an independent contractor, the Consultant agrees to furnish and perform various professional consulting services in accordance with the usual and customary standard of care for such services in the local area, applicable legal standards and State of Illinois, Office of Intermodal Project Implementation-Aeronautics and Federal Aviation Administration requirements, upon request of the Owner and its principal representative, for the preparation of the above referenced projects. Owner agrees that estimating and projecting future weather, climate, rainfall, flood and tidal conditions and their impacts upon existing or contemplated developments, infrastructure or resources is difficult, complex and based on variable assumptions that are impacted by factors beyond Consultant's ability to predict or control. Accordingly, any estimates, forecasts, studies, reviews, conclusions, recommendations, or assessments provided as part of Consultant's services are presented

solely on the basis of data currently available and current design standards and may no longer be valid if the available data or design standards materially change. Owner further agrees and understands that weather, climate, rainfall, flood and tidal conditions are predicted based on probability, and extreme events can and will occur and may cause damage regardless of mitigation measures. If Owner decides to proceed with a course of action against advice of Consultant where Consultant's advice is intended to reduce the risk of damage in the event of highly likely or certain natural or manmade events, Owner hereby agrees to release, hold harmless, defend, and indemnify Consultant from any and all claims, damages, losses, or costs associated with or arising out of Owner's decision to proceed against Consultant's advice. The parties mutually acknowledge that Owner may or may not currently possess funding for many of the aforementioned tasks (recitals above). Therefore, this Agreement does not obligate the Owner to proceed with all of the aforementioned tasks described, and the Owner reserves the right to not utilize the Consultant for some or all of these tasks during the term of this Agreement.

- B. When the Owner is seeking federal and/or State of Illinois funding and elects to proceed with a project listed in the recitals above, the parties hereto agree to negotiate in good faith and to execute a STANDARD AGREEMENT FOR CONSULTANT SERVICES AT ILLINOIS AIRPORTS FOR ARCHITECTURAL/ ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES ("Standard Agreement") covering the specifically defined parts of the scope of services which are to be funded under a specific project. The Standard Agreement(s) will cover the Design, Construction, and Planning and Special Services Phases of the specific project. When the Owner is not seeking federal and/or State of Illinois funding and elects to proceed with a project not listed in the recitals above, the Parties hereto agree to negotiate in good faith a Professional Services Agreement ("PSA") in a form satisfactory to both parties. Should the Owner and Consultant not reach agreement on services and/or conditions within 30 calendar days, either party may, after written notice, terminate agreement negotiations. No fees will be earned or payable to the Consultant until the Standard Agreement or PSA is finalized and approved by the Owner, except for any preparatory work such as surveys, investigations, studies, and other work performed in anticipation of the parties' agreement, and which was authorized by the Owner. If, after one State of Illinois, Department of Transportation programming cycle the project is not programmed, or, within two years following the Owner's issuance of a project notice to proceed to Consultant, Owner does not secure federal and/or State of Illinois funding or the project is bid but not contracted to a construction contractor, Owner shall compensate Consultant in full for services rendered. When the Owner is not seeking federal and/or State of Illinois funding, the Owner shall compensate Consultant for services pursuant to the terms of the parties' PSA.

II. CHARGES FOR CONSULTING SERVICES

- A. The Owner agrees to pay the Consultant as compensation for rendering the professional consulting services herein above described in Section I, Paragraphs A and B, as agreed to between the parties. Charges for services will be billed within 30 days of the execution of the Owner's Intergovernmental Grant Agreement (IGA) with Aeronautics, for eligible work performed prior to the IGA, and at each milestone deliverable identified within Aeronautics regressive (design) schedule (including, but not limited to, 35%, 80%, and 100% or final) or other defined, and agreed upon, project schedules, unless other payment arrangements have been made and documented in writing. Payment of invoices shall not be subject to any discounts or set-offs by Owner unless agreed to in writing by Consultant. Invoices are delinquent if payment has not been received within 30 days of receipt of payment from the State of Illinois, Department of Transportation, Division of Aeronautics. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 45 days. All time spent and expenses incurred (including attorney's fees) in connection

with collection of any delinquent amount will be paid by Owner to Consultant per Consultant's current fee schedules.

- B. For services of the Consultant provided at the request of the Owner that are not otherwise included as a part of a Standard Agreement or PSA, the Consultant will be compensated for its reasonable and customary charges, after prior written acceptance of the proposed charges by the Owner, and only for those tasks performed which are not made necessary due to the fault or error of the Consultant.
- C. Either party by a written thirty (30) day notice, may terminate this Agreement in whole or in part at any time, because of the failure of the other party to fulfill its agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue services affected (unless the notice directs otherwise), and (2) upon payment in full of all monies due to the Consultant, deliver to the Owner available data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated by the Consultant in performing this agreement whether completed or in process. If, after the Owner's notice of termination for failure to fulfill agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been affected for the convenience of the Owner.

III. SPECIAL CONDITIONS

- A. The Owner acknowledges the Consultant's drawings and specifications, including available documents on electronic media, and basic survey notes and sketches, charts, computations, and other data produced by the Consultant under the Standard Agreement or PSA are instruments of the Consultant's professional service. Nevertheless, the information, drawings and specifications prepared under the Standard Agreement or PSA shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Consultant.

The Consultant may remove any information from any drawings, computer disks, tracings, construction plans, specifications, maps, survey notes and sketches, charts, computations, and other data deemed to be proprietary, copyrighted, or confidential in nature. The Owner will not make or permit to be made any modification to the drawings and specifications, as approved, without the prior written authorization of the Consultant. The Owner agrees to waive any claim against the Consultant arising from any unauthorized transfer, reuse or modification of the information, drawings, and specifications.

- B. The Consultant shall proceed to furnish consulting services on any part of the scope of services, only after the request for services has been made in writing by the Owner.
- C. Each party binds itself, its partners, successors, executors, administrators, and assigns, to the other party of this Agreement and to the partners, successors, executors, administrators and assigns for such other party as to all covenants of this Agreement.
- D. Unless otherwise terminated as provided herein, this Agreement expires upon final approval and acceptance of the completed project(s) listed in the development program or within **five (5) years** of the execution of this Agreement, whichever occurs first.
- E. The Consultant agrees to conduct the services in compliance with the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity", as amended.

- F. The Consultant agrees that the Owner, Aeronautics, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

IV. SPECIAL PROVISIONS

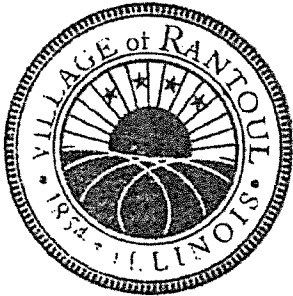
- A. No portion of the services may be subcontracted by Consultant without the prior consent of the Owner.
- B. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois and Owner and Consultant hereby consent to the jurisdiction of said State.
- C. During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:
1. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
 2. The Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 3. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 4. The Consultant shall provide available information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
 5. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Consultant under the Agreement until the Consultant complies, and/or,
 - b. Cancellation, termination, or suspension of the Agreement, in whole or in part.

6. The Consultant shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- D. The Consultant agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement.
- E. Except as otherwise provided for under this Agreement regarding obligations from early termination in Paragraph II. C., the Owner may terminate this Agreement in whole or in part for its sole convenience by furnishing written thirty (30) day notice of such termination to the Consultant. If a contract for a specific project is terminated for convenience or if a default termination of a specific project agreement is converted to a termination for convenience under paragraph II.C., above, the Owner will be obligated to compensate the Consultant its fee based on the amount of services accomplished up to the day of notification of termination, plus any outside services approved by the participating agencies and accomplished prior to the notification. Profit paid to the Consultant shall be limited to the standard percentage applied solely to the amount of work that has been completed by the Consultant at the time of the stop services notice.
- F. The parties hereby certify that there was compliance with the provisions of the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act, Chapter 30 ILCS 535; and Federal guidance included in 49 CFR Part 18.36, FAA Order 5100.38, and FAA AC 150/5100-14 (current at time of selection), in the procurement of the services covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Rantoul,
Illinois, this 24 day of January, 2024.

VILLAGE OF RANTOUL

ATTEST:
(SEAL)



BY: Janet E. Gray
BY: Janet E. Gray
TITLE: Village Clerk

BY: Charles Smith
BY: Charles Smith
TITLE: Village Mayor
37-6000510

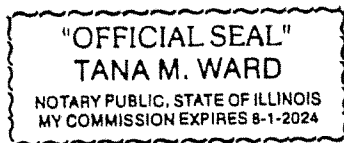
Federal Employer's Identification Number
(F.E.I.N.)

State of: Illinois

County of: Champaign

This instrument was acknowledged before me on January 24, 2024, by

TANA M. WARD



[Signature]

Notary Public

My Commission Expires:

08-01-2024

HANSON PROFESSIONAL SERVICES INC.

ATTEST:
(SEAL)



BY: Robert A. Waller
TITLE: Assistant Vice President
91932-00

Illinois Human Rights Number

BY: Jeff Ball
TITLE: President
37-0844717

Federal Employer's Identification Number
(F.E.I.N.)

State of: **Illinois**

County of: **Sangamon**

This instrument was acknowledged before me on January 24, 2024, by

Robert A. Waller and Jeff Ball

Dawn Hirlinger
Notary Public

My Commission Expires: 10-26-2025



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Service Agreement for the Excavation, Hauling, and Disposal of the Stockpile from the Range for the Wastewater Treatment Plant with Dirtworks Trucking & Excavating in the amount of \$146,587.20, with a contingency of \$10,000.00	DEPARTMENT: Public Works
DATE: April 2, 2024	AMOUNT: \$146,587.20 Quote \$10,000.00 Contingency \$156,587.20 Total
ATTACHMENTS: 1. Range Excavation & Hauling Bid Summary 2. Range Excavation & Hauling Contract 3. Route Map	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This Agenda item provides for a Service Agreement with Dirtworks Trucking & Excavating in the amount of \$146,587.20 for the furnishing of all equipment and labor necessary for excavating, sorting, hauling, and stockpiling of the existing Wastewater Treatment Plant (WWTP) Range Stockpile, and other incidental work. The Village owns and operates the WWTP, and also owns and operates a gun range at the same location. Due to expansion at the WWTP, the Range is being decommissioned, and moved to a different area of town. The existing Range stockpile is primarily consisting of soil material. However, over time, the pile was added by various departments, who placed concrete, brick, asphalt, and aggregate spoils onto it. The Village requested bids from qualified contractors to provide existing Range stockpile – excavation, sorting of the material, hauling from the (WWTP) to various locations, and stockpiling at the new proposed Range area. To address this situation, the Village solicited bids; Bids were due on March 27, 2024, at 2:00 pm, and a copy of the bid tabulation is attached. The Village received six bids from contractors, and Dirtworks Trucking & Excavating was the low bidder at \$146,587.20. A	

contingency fund of \$10,000.00 is requested to address any unforeseen expenses for this replacement.

The project will be funded by the Board allocated American Rescue Plan Act Grant, Account 001-160-410.75-60

RECOMMENDED ACTION: Authorize the approval for a service agreement with Dirtworks Trucking & Excavating in the amount of \$146,587.20 with a contingency of \$10,000.00 for the furnishing of all equipment and labor necessary for excavating, sorting, hauling and stockpiling of the existing WWTP Range Stockpile and other incidental work.

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

VILLAGE ADMINISTRATOR
Scott Eisenhauer

BID OPENING TABULATION SUMMARY

PROJECT: 2024 RANGE EXCAVATION AND HAULING PROJECT

SOLICITATION: # VRNTL 24-B-02

DUE DATE: 2:00 PM March 27, 2024

VENDOR	BID AMOUNT
Mid Illinois	\$521,900.00
Lec Excavating	\$178,586.00
A/R Mechanical	\$425,298.86
Hucks Trucking	\$388,040.84
Dirt Works	\$146,587.20
Cross Const.	\$646,580.00

Bid Submittal

By: _____

Address: _____

CONTRACT DOCUMENTS
AND
SPECIFICATIONS FOR
**Rantoul Wastewater Treatment Plant -
Range Stockpile - Excavation, Hauling and Disposal**
VRNTL-24-B-02

1625 East Grove Avenue
Rantoul, Champaign County, Illinois

Submission Date & Time:	March 27, 2024 2:00 P.M. Local Time
Bid Opening Date & Time:	March 27, 2024 2:00 P.M. Local Time
Pre-Bid Meeting:	Yes
Bid Bond:	Required
Contact Person:	Jake McCoy, P.E. Director of Public Works Village of Rantoul Public Works Department 200 W Grove Avenue Rantoul, IL 61866 (217) 892-6526 Approved By Village of Rantoul Department of Public Works Date: <u>3/11/2024</u> _____ Director of Public Works

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PART 1

1.1 Advertisement for Bids

Village of Rantoul
Department of Public Works
200 W Grove Avenue
Rantoul, Illinois 61866

Sealed BIDS for the **Wastewater Treatment Plant – Range Stockpile – Excavation, Hauling, and Disposal Project VRNTL-24-B-02** furnishing of all equipment and labor necessary for excavating, sorting, hauling and stockpiling of the existing WWTP Range Stockpile and other incidental work will be received by the Village of Rantoul at the office of the Comptroller, 333 S Tanner, Rantoul, Illinois, 61866 until **2:00 p.m.** prevailing time on **Wednesday, March 27, 2024** and publicly opened and read aloud at **2:00 p.m.** at said office. Additional information concerning this IFB can be found at:
<http://www.myrantoul.com/Bids.aspx>

Each bid shall be accompanied by a certified check, bank draft, bank cashier's check or bid bond acceptable to the Owner in an amount not less than five percent (5%) of the amount bid, payable without condition to the Owner as a guaranty that the Bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Specifications and the other Contract Document, and will furnish good and sufficient bond for the faithful performance of the work.

As required by the Illinois Prevailing Wage Act, the general prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to execute the contract or perform such work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Village of Rantoul, shall be paid for each craft or type of worker needed to execute the contract or to perform such work.

This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Village of Rantoul in the specifications and contract documents. The Village reserves the right to determine responsibility at the time of award, to reject any or all bids, to re-advertise the proposed improvement, and to waive technicalities.

DATED this 11th day of March, 2024

Jacob D. McCoy, P.E.
Director of Public Works

1.2 Information for Bidders

Bids will be received by the Village of Rantoul (herein called the "OWNER") acting through the Village Council at 200 W Grove Avenue, Rantoul, Illinois 61866 until **2:00 P.M.** prevailing time on **March 27, 2024** and opened and read aloud publicly at **2:00P.M.** prevailing time on **March 27, 2024.** The ENGINEER is the Director of Public Works, 200 W Grove Avenue, Rantoul, Illinois, or his designee.

All bids and accompanying data must be submitted in conformity with, be based upon, and be subject to all the requirements of the Contract Documents. The following documents must be submitted as part of the Bid:

Bid Form and Signature Page
Schedule of Prices
Bid Bond

Each BID must be submitted in a sealed envelope, addressed to the Village of Rantoul in care of the Comptroller, 333 S Tanner Street, Rantoul, Illinois 61866. Each sealed envelope containing a BID must be plainly marked on the outside as "**Wastewater Treatment Plant – Range Stockpile – Excavation, Hauling, and Disposal Project, VRNTL-24-B-02**" and the envelope should bear on the outside the name of the BIDDER and his or her mailing address. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the Village of Rantoul in care of the Comptroller, 333 S Tanner Street, Rantoul, Illinois 61866.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Where amounts are given in both words and figures, the words will govern. If there is a discrepancy between the total amount and unit price, the unit prices will govern. Only one copy of the Bid form is required.

A conditional or qualified Bid will not be accepted.

Each Bid shall be accompanied by a certified check, bank draft, bank cashier's check or bid bond acceptable to the Owner as a Guarantee, in an amount not less than five percent (5%) of the amount bid, payable without condition to the Owner as a guaranty that the Bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Specifications and the other Contract Documents, and will furnish good and sufficient bond for the faithful performance of the work. As soon as the Bids have been compared, the Owner shall return the Bid Guarantees of all except the three lowest responsible Bidders. When the Contract is executed, the Bid Guarantees of the two remaining unsuccessful Bidders shall be returned. The Bid Guarantee of the successful bidder will be retained until the Contract Bond has been executed and approved, after which it will be returned.

A Contract Bond in the amount of 100 percent of the contract price, with a corporate surety approved by the Owner, will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effective dated copy of their power of attorney.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him/her from fulfilling any of the conditions of the Contract.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by examination of the site and a review of the drawings and specifications, including addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Plans and Contract Documents, including all addenda. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his/her Bid.

Should a bidder find discrepancies in or omission from any part of the documents, or be in doubt as to their meaning, the bidder shall notify the Village at least five (5) days prior to the deadline for bid receipt. The Village will send written instructions in the form of an addendum to all bidders if the information is deemed necessary by the Village in submitting bids. The Village will not be responsible for any oral instructions. The failure of the bidder to request clarification prior to submitting the bid waives the bidder's right to claim any ambiguity or discrepancy in the documents.

Should the Village issue any Addendum to the Bid documents, the bidder shall acknowledge receipt of the amendment by including a copy of the Addendum with their bid form. The bid shall be based on all Addenda. **Any Addendum issued by the Village shall be considered part of the bid documents and failure to submit acknowledgement of the receipt of all Addenda shall be cause for the Village to reject the bid.**

Any Bid may be modified or withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

All time limits designated as days within these documents shall be interpreted to mean calendar days. A calendar day is every day on the calendar.

Attention of Bidders is directed to each of the following and the applicable provisions contained therein to which Bidders must comply:

1. "An Act Regulating Wages of Laborers, Mechanics, and Other Workmen Employed Under Contracts for Public Work" enacted by the 62nd General Assembly, approved June 26, 1941, as amended to date, (which is also known as the "Prevailing Wage Act" [820 ILCS 130/0.01 *et seq.*]) and in accordance herewith there shall be paid to each workman engaged in contract work, not less than the prevailing wage including fringe benefits as determined by the Secretary of Labor. Vendors shall be subject to any change in rates, which may be effective at the time the Contract is awarded. **Certified payrolls shall be**

required and submitted monthly with all pay requests. The Bidder shall maintain for a period of five (5) years from the date of the last payment made on the Contract

records of all laborers, mechanics and other workers employed by them or their sub-contractors on the project and such information as is provided by the Prevailing Wage Act)820 ILCS 130/5). See General Conditions for more information.

2. The "Fair Employment Practices Act" of the State of Illinois approved July 1, 1961, and particularly the provisions of Section 4 thereof, concerning Public Contracts. The Contract, which is to be entered into, shall be conditioned as provided by law.
3. The "Illinois Human Rights Act" of the State of Illinois approved December 6, 1979, and particularly the provisions of Section 2-501 thereof, concerning Public Contracts. The Contract, which is to be entered into, shall be conditioned as provided by law.
4. The "Illinois Procurement Code" of the State of Illinois approved February 6, 1998, and particularly Section 30-22 thereof (30 ILCS 500/30-22) concerning responsible bidders on a construction contract. The Contract, which is to be entered into, shall be conditioned as provided by law.
5. The "Public Construction Bond Act" of the State of Illinois (30 ILCS 550/0.01 *et seq.*) concerning the furnishing, supplying and delivery of a bond.
6. The "Employment of Illinois Workers on Public Works Act" of the State of Illinois (30 ILCS 570/0.01 *et seq.*) concerning the hiring of Illinois workers during periods of high unemployment.

This Contract will be awarded to the lowest qualified responsive and responsible Bidder considering conformity with the terms and conditions established by the Village of Rantoul in the Bid and Contract Documents and based on the submitted unit prices.

The party to whom the Contract is awarded will be required to execute the Contract Forms and obtain the Contract Bond within fifteen (15) calendar days after the contract has been mailed to the Bidder. **The effective date of the Contract Bond shall not precede the date of the Contract.** The Notice of Award shall be accompanied by the necessary Contract forms and Contract Bond forms. In case of failure of the Bidder to execute the Contract, the Owner may at his/her option consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

The Owner within fifteen (15) days of receipt of acceptable Contract Bond and Contract signed by the party to whom the Contract was awarded shall sign the Contract and return to such party an executed duplicate of the Contract. Should the Owner not execute the Contract within such period, the Bidder may by written notice withdraw his/her signed Contract. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within fifteen (15) days of the execution of the Contract by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Bidder. If the Notice to Proceed has not been issued within the fifteen (15) day period or within the mutually

agreed upon, the Bidder may terminate the Contract without further liability on the part of either party. The Bidder shall begin work within 15 days of receipt of the Notice to Proceed.

The Owner may make such investigations as (s)he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. The low Bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Owner.

Prior to commencement of the work, the Contractor shall purchase and maintain during the term of the Project, such insurance as will protect him/her, the Owner, and the Engineer from claims arising out of work described in this contract and performed by the Contractor, Subcontractor(s), or Sub-subcontractor(s). See General Conditions for insurance requirements.

Village of Rantoul and State of Illinois Sales Tax and Federal Excise taxes are not applicable to this project and must be excluded. The Village Clerk, upon request, will execute the exemption certificates in connection with all orders when Federal Excise Tax would otherwise be due.

Construction is to be performed within Village rights-of-way and easements.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

The Village of Rantoul reserves the right to reject any and all bids, to waive any irregularities or informalities in the bids, to continue the letting from time to time as deemed necessary and to make any award deemed to be in the best interest of the Village of Rantoul.

PART 2 GENERAL CONDITIONS

2.1 Correlation of Contract Documents

The following documents are a part of the Contract and are incorporated by reference herein:

1. Properly executed Change Orders
2. Addenda issued during bidding
3. Information for Bidders (Part 1)
4. General Conditions (Part 2)
5. Special Provisions (Part 3)
6. Supplemental Conditions or Specifications
7. Standard Specifications as described below
8. Contract Bond
9. Certificates of Insurance

In the event of conflict with these Contract Documents and unless otherwise stated, the language within the lower number document shall take precedence over the higher number document.

The work shall be performed in accordance with the applicable sections of the current edition of the IEPA Regulations, the applicable sections of the current edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and the Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, and the Supplemental Specifications and Recurring Special Provisions, adopted January 1, 2021, and prepared by the Illinois Department of Transportation. These specifications are hereafter referred to as Standard Specifications.

The General Conditions and Special Provisions contain modifications and additions to the Standard Specifications and to the Supplemental Specifications and Recurring Special Provisions. In case of a conflict, Article 105.05 of the Standard Specifications shall be followed.

2.2 Authorized Variations in Work

The ENGINEER may authorize minor variations in the work from the requirements of the Contract Documents, which do not involve a significant adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on the OWNER, and also on the CONTRACTOR who shall promptly perform the Work involved. If the CONTRACTOR believes the Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefore as provided in Section 109 of the STANDARD SPECIFICATIONS.

2.3 Payments to Contractors

This Contract is a unit price project, and the CONTRACTOR and the ENGINEER will agree on the quantities of each type of work performed. Payment to the CONTRACTOR will be made monthly upon receipt of invoices submitted to the ENGINEER by the CONTRACTOR.

Section 109 of the STANDARD SPECIFICATIONS shall apply for measurement and payment on the project. Article 109.07(b) shall specifically apply for amounts retained on the project. Payment will be made by check; no payments will be made with bonds.

2.4 Protection of Workers

All BIDDERS are reminded that the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA) has certain requirements pertaining to protection of workers when working with hazardous chemicals, when working in construction zones or other work to be performed under this Contract. It is pointed out that it is fully the CONTRACTOR'S responsibility to comply with these requirements and the Village will not accept any extra charges for this compliance or any responsibilities for non-compliance by the CONTRACTOR.

2.5 Pre-Construction Meeting

As soon as possible after receipt of the Notice to Proceed, the ENGINEER will schedule a Pre-construction Meeting for the project. The CONTRACTOR shall have his General Superintendent and Jobsite Superintendent present at the appropriate meeting to discuss all details of the project. At these meetings, the CONTRACTOR shall submit for approval information and drawings where appropriate on all major equipment and materials planned for use on the projects to the ENGINEER for approval. Information shall be included on a minimum of the following items:

- A. List of Subcontractors and Material Suppliers
- B. Shop Drawings
- C. Progress Schedule

2.6 Guarantee Period

The CONTRACTOR shall warrant all work performed for a period of one (1) year from the date of completion and acceptance by the OWNER.

The INSTALLER shall provide a warranty that provides for replacement of defective work and/or materials for a period of one (1) year from the date of acceptance. If any defects are found, the Installer, His Successors, and Licensors will be notified of repairs to be made in accordance with said warranty.

2.7 Responsibility for Damage Claims

The CONTRACTOR shall indemnify and save harmless the OWNER, the ENGINEER, their officers, employees and agents, from all suits, actions or claims of any character including costs

and attorney's fees, brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of said CONTRACTOR; or on account of, or in consequence of, any neglect in safeguarding the work; or through the use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said CONTRACTOR; or because of any claims or amounts recovered for any infringement of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act", or any other law, ordinance, order or decree; and so much of the money due said CONTRACTOR under and by virtue of the CONTRACT as shall be considered necessary by the Village of Rantoul for such purposes may be retained for the use of the Village of Rantoul; or in case no money is due, the CONTRACTOR'S surety shall be held until such suits, actions or claims have been settled and suitable evidence to that effect furnished to the Village of Rantoul.

Any CONTRACTOR'S duty to indemnify the Village of Rantoul provided for in this Contract or in the STANDARD SPECIFICATIONS shall be to the greatest extent allowed by law.

2.8 Insurance

A. Limitation of Liability

The CONTRACTOR affirmatively represents that (s)he is skilled and experienced in the use and interpretation of Drawings and Specifications such as those included in the CONTRACT DOCUMENTS. Further, (s)he also affirmatively represents that (s)he has carefully reviewed the Drawings and Specifications of this CONTRACT and that (s)he has based his/her BID solely on these Documents, not relying in any way on any explanation or interpretation, oral or written, from any other source.

Unless a CONTRACTOR shall give written notice to the ENGINEER of any ambiguities contained in the Drawings and Specifications prior to the submission of its Bid, the CONTRACTOR agrees that it shall be conclusively presumed that the CONTRACTOR has exercised his/her aforementioned skill and experience and found the Drawings and Specifications sufficient and free from ambiguities, errors, or omissions for the purpose of determining its Contract Bid Price for the performance of the Work in conformity with the Drawings and Specifications.

If the CONTRACTOR is required to do extra work not shown in the CONTRACT DOCUMENTS or which the CONTRACTOR could reasonably not have been expected to discover by exercising his/her aforementioned skill and experience, an equitable adjustment in the CONTRACT BID price will be made as provided in the "STANDARD SPECIFICATIONS".

CONTRACTOR shall list OWNER as additional insured on the insurance documents.

B. Insurance Specifications

1. Insurance Required of the CONTRACTOR

Prior to commencement of the work, each CONTRACTOR shall purchase and maintain during the term of the Project such insurance as will protect him/her, the OWNER(s) and the ENGINEER(s) from claims arising out of the work described in this Contract and performed by the CONTRACTOR, SUBCONTRACTOR(S) or SUB-SUBCONTRACTOR(S) consisting of:

- a. Worker's Compensation Insurance including Employer's liability to cover employee injuries or disease compensable under the Worker's Compensation Statutes of the states in which work is conducted under this CONTRACT; disability benefit laws, if any; or Federal compensation acts such as U.S. Longshoremen or Harbor Workers Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this Project is performed are acceptable.
- b. A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures.
 - (1) All premises and operations
 - (2) Explosion, collapse and underground damage
 - (3) CONTRACTOR'S Protective coverage for independent CONTRACTORS or SUBCONTRACTORS employed by him/her
 - (4) Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found in the General Conditions section of this Contract
 - (5) The usual Personal Liability endorsement with no exclusions pertaining to employment
 - (6) Products and Completed Operations coverage. This coverage shall extend through the Contract guarantee period.
- c. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the Ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.
- d. The CONTRACTOR will purchase for the OWNER an OWNER'S Protective Liability policy or name the OWNER as an additional insured on the CONTRACTOR'S policies to protect the OWNER, the ENGINEER, their consultants, agents, employees and such public corporations in whose jurisdiction the work is located for their contingent liability for work performed by the CONTRACTOR or the SUBCONTRACTOR(S) under this CONTRACT.
- e. The CONTRACTOR shall purchase a Builder's Risk-Installation Floater in a form acceptable to the OWNER covering property of the Project for the full cost of replacement as of the time of any loss which shall include, as named insured, (1) the CONTRACTORS, (2) all SUBCONTRACTORS, (3) all Sub-SUBCONTRACTORS, (4) the OWNER, the ENGINEER(S) or Architect(s), as their respective interest may prove to be at the time of loss, covering insurable property which is the subject of this CONTRACT, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured(s).

Coverage shall be affected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft and earthquake, with exclusions normal to the

coverage. With approval of the ENGINEER, the CONTRACTOR may arrange for such deductibles as (s)he deems to be within his/her ability to self-assume, but (s)he will be held

solely responsible for the amount of such deductible and for any co-insurance penalties. Any insured loss shall be adjusted with the OWNER and the CONTRACTOR and paid to the OWNER and CONTRACTOR as Trustee for the other insured.

f. Umbrella or Excess Liability

The OWNER or its representative may, for certain projects, require limits higher than those stated under "Limits of Liability" below. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the CONTRACTOR'S general liability and to his/her automobile liability insurance.

2. Limits of Liability

The required limits of liability of insurance coverages required under "Insurance Required of the CONTRACTOR" above shall be not less than the following:

a. Worker's Compensation

Coverage A – Compensation	Statutory
Coverage B - Employer's Liability	\$ 100,000.00

b. Comprehensive General Liability

Bodily Injury – Each Occurrence	\$1,000,000.00
Bodily Injury - Aggregate (Completed Operations)	\$1,000,000.00
Property Damage - Each Occurrence	\$ 500,000.00
Property Damage – Aggregate or	\$ 500,000.00
Combined Single Limit	\$1,000,000.00

c. Comprehensive Automobile Liability

Bodily Injury - Each Person	\$ 500,000.00
Bodily Injury - Each Occurrence	\$ 500,000.00
Property Damage – Aggregate or	\$ 500,000.00
Combined Single Limit	\$1,000,000.00

d. OWNER'S Protective

Bodily Injury - Each Occurrence	\$1,000,000.00
Property Damage - Each Occurrence	\$ 500,000.00
Property Damage – Aggregate or	\$1,000,000.00
Combined Single Limit	\$1,500,000.00

e. Builder's Risk – Installation Floater

Cost to replace
at time of loss.

- f. Umbrella or Excess Liability \$2,000,000.00
- g. Railroad Protective Liability Set by
Railroad(s)

3. Insurance - Other Requirements

a. Notice Of Cancellation Or Intent Not To Renew

Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the OWNER and to the ENGINEER of cancellation or of intent not to renew.

b. Evidence of Coverage

Prior to commencement of the work, the CONTRACTOR shall furnish to the OWNER, Certificates of Insurance in force. The OWNER reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies," and so designated. The acceptance and filing by the ENGINEER and/or the OWNER of a Certificate or Certificates of Insurance disclosing coverage which does not meet the requirements of these specifications shall not constitute a waiver of those requirements by the OWNER nor operate to release the CONTRACTOR from his/her obligation to provide the required insurance coverage.

C. Qualification of Insurers

All insurance carried by the CONTRACTOR to meet these requirements shall be provided by insurance companies legally authorized to provide the respective coverage in the State of Illinois, and which are registered with the Illinois Department of Insurance for providing said coverage.

D. Subrogation Clause

The following subrogation clause shall appear in all policies of insurance, "Subrogation Clause - it is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any part for loss occurring to the property described herein."

2.9 Correspondence and Communication

The CONTRACTOR'S jobsite superintendent shall keep a cellular telephone in his personal possession for communication between the ENGINEER and CONTRACTOR. The phone shall be operational during all working hours. The same phone shall remain at all times with the jobsite supervisor even if the superintendent is temporarily absent from the jobsite.

2.10 Employment of Illinois Workers During Periods of Excessive Unemployment

Pursuant to the "Employment of Illinois Workers on Public Works Act" of the State of Illinois (30 ILCS 570/0.01 *et seq.*), as amended from time to time, whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has

exceeded 5 percent as measured by the United State bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois

laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available or are incapable of performing the particular type of work involved, if so certified by the Contractor. The Contractor may place no more than three (3) of his regularly employed non-resident executive and

technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during periods of excessive unemployment.

2.11 Preference to Veterans Act

The Contractor shall comply with the "Veterans Preference Act" of the State of Illinois" of the State of Illinois, as amended from time to time, which gives preference to veterans of the United States military and naval service in appointments and employment upon public works by, or for the use of, the State or its political subdivisions (330 ILCS 55/0.01 *et seq.*) in the employment and appointment to fill positions in the construction, addition to, or alteration of any public works.

2.12 Fair Employment Practices Act

Attention of bidders is directed to the provisions of the "Fair Employment Practices Act" of the State of Illinois approved July 1, 1961, as amended from time to time, and particularly the provisions of Section 4 thereof, concerning Public Contracts. The Contract that is to be entered into shall be conditioned as provided by law.

2.13 Illinois Human Rights Act

Attention of bidders is directed to the provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) of the State of Illinois approved December 6, 1979, as amended from time to time, and particularly the provisions of Section 2-501 thereof, concerning Public Contracts. The Contract, which is to be entered into, shall be conditioned as provided by law.

2.14 Illinois Prevailing Wage Act

Attention of bidders is directed to "An Act Regulating Wages of Laborers, Mechanics, and Other Workmen Employed Under contracts for Public Work" enacted by the 62nd General Assembly, approved June 26, 1941, (also known as the "Prevailing Wage Act" [820 ILCS 130/0.01 *et seq.*]), as amended from time to time, and in accordance herewith there shall be paid to each workman engaged in contract work, not less than the prevailing wage including fringe benefits as determined by the Secretary of Labor. As required by the Illinois Prevailing Wage Act, the general prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to execute the contract or perform such work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Village of Rantoul, shall be paid for each craft or type of

worker needed to execute the contract or to perform such work. These requirements apply to any and all sub-contractors on the job. Bidders shall be subject to any change in rates, which may be

effective at the time the contract is awarded. Pursuant to the Illinois Prevailing Wage Act, the Owner has determined the prevailing rates for various classifications of workers. The latest determination of these rates as of the date of the Contract Documents is included in the Contract Documents. The Contractor shall pay its workers not less than the prevailing rates so determined and comply with the requirements of the aforementioned statutes, including, but not limited to, the keeping of accurate records showing the names and occupation of all laborers, workers, and mechanics employed on this Contract, which records show the actual hourly wages paid to each such person.

Pursuant to Public Act 86-799, (effective June, 1990), these specifications list the prevailing rate of wages for the county where the Contract is being performed and for each craft or type of work needed to execute the Contract.

PART 3 SPECIAL PROVISIONS

3.1 Introduction and Project Description

Village of Rantoul ("VILLAGE") owns and operates the Rantoul Wastewater Treatment Plant (RWTP). The (RWTP) is located at 1625 East Grove Avenue, Rantoul, Illinois. The Village also owns and operates a gun range at the same location. The range is being decommissioned and moved to a different area of town, near 1643 Titan St. (a location map can be found in the appendix). The existing range stockpile is primarily consisting of soil material. However, over time, the pile was added by various departments, who placed concrete, brick, asphalt and aggregate spoils onto it.

Intent

The VILLAGE intends to receive bids from qualified contractors to provide existing range stockpile – excavation, sorting of the material, hauling from the (RWTP) to various locations and stockpiling at the Proposed Gun Range area at 1643 Titan St.

Scope of Services Requested

The VILLAGE is requesting all tasks related to completing the project. Tasks for this project include the following:

1. MOBILIZE necessary equipment to the Rantoul Wastewater Treatment Plant (RWTP).
2. Start excavation into the existing stockpile and sort into piles of like materials of soil, aggregate, asphalt and concrete.
3. Then, begin filling semi-trucks with the like material, haul and dispose of the range stockpile: ~~the concrete to an approved salvaging yard~~, the soil, and aggregate to the Proposed Range location.

3A. The contractor will be responsible for excavation of approximately 12" topsoil and adding sufficient aggregate for access into the site for dumping material. The material shall be left in place after construction. The area shall be approximately 100' x 200'.

4. Begin stockpiling and maintenance of the stockpiles at the Proposed Range area (see proposed stockpile location map).
5. Excavate soil of the Existing Range Pile to the vertical and horizontal limits of excavation which will be determined by the Engineer in the field. Should match existing contours creating positive drainage to the east.

Measurement and Payment

Pay items shall be paid using the units and unit prices indicated on the Bid Form. Payment shall be full compensation for all labor, materials, equipment, tools, and transportation required to complete the Work under each pay item. Payment shall be made in accordance with the general terms and conditions of the Contract. As such, after the work is completed, the Engineer shall make final inspections and measurements to ensure performance in accordance with the specifications and determine quantities for the various items and certify the acceptance of work.

Item 1 – Mobilization/Demobilization includes preparation of the site, obtaining permits, establishment of temporary storage, movement of personnel, materials (not paid under other Work items) and equipment to and from the site. No measurement will be made. Payment will be lump sum.

Item 2 – Soil Excavation and Backfilling includes soil excavation, sorting of materials, filling semi-trucks, hauling to various locations, stockpiling and maintenance of the stockpiles at the proposed Range area, and final grading of existing area to match contours. Measurement shall be by the cubic yard of soil excavated from the site. The volume excavated shall be computed to the nearest cubic yard, based on linear measurement of the excavation dimensions determined by the Engineer.

Item 3 – New Range Area Access - Soil Excavation includes 12" soil excavation and 12" Aggregate fill. No measurement will be made. Payment will be lump sum.

Bid amount shall be all inclusive and include all fees to include, but not limited to; landfill fees, tipping fees, hauling fees, environmental fees, fuel surcharges, and container lease - rental charges. Bid amounts or bid form may not be modified by adding any additional surcharges, allowances, seasonal

3.2 Project Completion Date

All items of work shall be completed on or before **May 31, 2024**. The Contractor is advised that multiple crews may be needed to complete the work by this deadline.

The attention of each CONTRACTOR is directed to Article 108.09 of the STANDARD SPECIFICATIONS, which indicates the schedule of deductions for overruns on the Contract time.

Article 108.09 shall apply in the event that the CONTRACTOR fails to complete the project by May 31, 2024.

BID

OWNER, Village of Rantoul, Illinois

Proposal of _____
(Name and Address of Bidder)

for the completion of the **Wastewater Treatment Plant – Range Stockpile – Excavation, Hauling, and Disposal Project VRNTL-24-B-02** furnishing of all equipment and labor necessary for excavating, sorting, hauling and stockpiling of the existing WWTP Range Stockpile and other incidental work.

This bid includes all labor, materials and equipment necessary for the proper execution and completion of said work, as shown in the details and as herein specified. It also includes all work not specifically included in the contract documents which is properly inferable and necessary for the completion of this project.

The work shall be performed in accordance with the applicable sections of the current edition of the IEPA Regulations, the applicable sections of the current edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and the Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, and the Supplemental Specifications and Recurring Special Provisions, adopted January 1, 2021, and prepared by the Illinois Department of Transportation. These specifications are hereafter referred to as Standard Specifications.

In submitting this BID, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the BID is made without collusion with any other person, firm, or corporation.

The undersigned affirmatively represents that (s)he is skilled and experienced in the use and interpretation of Drawings and Specifications such as those included in the CONTRACT DOCUMENTS. Further, (s)he also affirmatively represents that (s)he has carefully reviewed the Drawings and Specifications of this CONTRACT and that (s)he has based his/her BID solely on these Documents, not relying in any way on any explanation or interpretation, oral or written, from any other source.

Unless a undersigned shall give written notice to the ENGINEER of any ambiguities contained in the Drawings and Specifications prior to the submission of its BID, the undersigned agrees that it shall be conclusively presumed that the undersigned has exercised his/her aforementioned skill and experience and found the Drawings and Specifications sufficient and free from ambiguities,

errors, or omissions for the purpose of determining its contract Bid Price for the performance of the Work in conformity with the Drawings and Specifications.

The undersigned further declares that (s)he has carefully examined the BID, Specifications, form of CONTRACT and CONTRACT BOND, Special Provisions, and Plans and that (s)he has inspected in detail the site of the proposed work, and that (s)he has familiarized himself/herself with all of the local conditions affecting the CONTRACT and the detailed requirements of construction, and understands that in making this BID he waives all right to plead any misunderstanding regarding the same.

The undersigned further agrees that (s)he will abide by the requirements of the Equal Employment Opportunity Ordinance which requirements and procedures are included in these BID documents.

The undersigned further understands and agrees that if this BID is accepted (s)he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the CONTRACT except such materials as are to be furnished by the OWNER, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____

The undersigned further agrees to execute a CONTRACT for this work and present it to the OWNER within fifteen (15) days after the date of Notice of Award.

The undersigned further agrees that (s)he and his/her surety will execute and present within fifteen (15) days after the date of Notice of Award, a CONTRACT Bond satisfactory to and in the form prescribed by the OWNER, in the penal sum of the full amount of the CONTRACT, guaranteeing the faithful performance of the work in accordance with the terms of the CONTRACT.

The undersigned further agrees to begin work not later than fifteen (15) days after receipt of the Notice to Proceed unless otherwise agreed, and to prosecute the work in such manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limits is an essential part of the CONTRACT. The undersigned agrees to complete the portion of the work awarded to his/her firm within 90 days of the Notice to Proceed unless additional time is granted in accordance with the Specifications. In case of failure to complete the work within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the OWNER shall withhold, from such sums as may be due him/her under the terms of this CONTRACT, the costs set forth in Section 108.09 of the STANDARD SPECIFICATIONS for Road and Bridge Construction by the IDOT, latest edition, which costs shall be considered and treated not as a penalty but as damages due the OWNER from the undersigned by reason of inconvenience to the public, added cost of Engineering and supervision and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the CONTRACT.

Accompanying this proposal is a bid bond complying with the requirements of the specifications, made payable to the Village of Rantoul, Illinois. The amount of the check, draft or Bid Bond is 5% of the Bid. If this proposal is accepted and the undersigned shall fail to execute a CONTRACT and CONTRACT Bond as required herein it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof, shall become the property of the OWNER, and shall be considered as payment of damages due to delay and other causes suffered by the OWNER because of the failure to execute said CONTRACT and CONTRACT Bond: otherwise said check or draft, or bid bond substituted in lieu thereof shall be returned to the undersigned.

In the event that one check or draft is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guarantees of the individual section covered.

The undersigned firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of Chapter 38, Section 33-E and 33-E4 of Illinois Revised Statutes prohibiting bid-rigging or bid-rotating.

The undersigned certifies that pursuant to Chapter 24, Section 11-42.1-1 of the Illinois Revised Statutes, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

The undersigned firm certifies that it is in compliance with the Drug Free Workplace Act of the State of Illinois (ILCS 580/1).

It is expressly understood that the foregoing statement, representations and promises are made as a condition to the right of the BIDDER to receive payment under any award made in accordance with these Specifications.

All materials provided for this project are exempt from sales tax. The Village of Rantoul will provide its tax-exempt number to the successful bidder. All bids shall include all other applicable taxes and fees.

The Village of Rantoul will waive its permit fees applicable to this project.

The undersigned declares that (s)he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that (s)he will take full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the schedule of prices contained herein.

The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices the latter shall apply.

The undersigned further agrees that if the OWNER decides to extend or shorten the improvement, add additional work with the limits of the Village of Rantoul, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, (s)he will perform the work as altered, increased or decreased at the contract unit prices.

The undersigned submits herewith his/her schedule of prices covering the work to be performed under this CONTRACT; (s)he must show in the schedule the unit prices for which (s)he proposes to perform each item of work, that the extensions must be made by him/her, and that if not so done his/her Proposal may be rejected as irregular.

SCHEDULE OF PRICES

[illegible]

TOTAL BASE BID = \$ _____

NOTES:

1. Each pay item quoted on should have a unit price and a total price
2. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of unit price multiplied by the quantity.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
5. All materials provided for this project are exempt from sales tax. The Village of Rantoul will provide its tax-exempt number to the successful bidder. All bids shall include all other applicable taxes and fees.
6. The Village of Rantoul will waive its permit fees applicable to this project.

(if an individual) Signature of Bidder _____ (seal)

Business Address _____

(if a co-partnership) Firm Name _____

Signed by _____

Business Address _____

(Insert names and addresses _____
of all Members of the Firm)

(if a Corporation) Corporate name _____

(Corporate Seal) Signed by _____

Business Address _____

(Insert Names of Officers) President _____

Secretary _____

Treasurer _____

ATTEST: _____

VILLAGE OF RANTOUL
CONTRACT

1. THIS AGREEMENT, made and concluded the _____ day of _____ 2024, between the Village of Rantoul (OWNER) acting by and through its Council known as the party of the first part, and _____, his/her/their executors, administrators, successors or assigns, known as the part of the second part.
2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the BID hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/her/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the Plans and Specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the ENGINEER under it.
3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, CONTRACT Bond hereto attached, and the for the **Wastewater Treatment Plant – Range Stockpile – Excavation, Hauling, and Disposal Project VRNTL-24-B-02** in Rantoul, Illinois, approved by the Director of Public Works on March 11, 2024, are all essential documents of this contract and a part hereof.
4. IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Attest:

The Village of Rantoul

Michael Graham Village Clerk

By _____ Mayor
Chuck Smith

(Seal)

(if a Corporation)
Corporate Name _____

By _____
President

Attest:

(if a Co-Partnership)

Secretary

Partners doing Business under the firm name of

Party of the Second Part

(if an Individual)

VILLAGE OF RANTOUL

CONTRACT BOND

MUNICIPALITY Rantoul
COUNTY Champaign
PROJECT Wastewater Treatment Plant
– Range Stockpile – Excavation, Hauling, and
Disposal Project

We _____ as PRINCIPAL, and _____

as SURETY, are held and firmly bound unto the above Village of Rantoul, Illinois (hereafter referred to as “OWNER” in the penal sum of _____ (\$_____), lawful money of the United States, well and truly to be paid unto said OWNER, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the OWNER this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the OWNER acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the OWNER and its awarding authority harmless on account for any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. 2024

PRINCIPAL

_____	_____
(Company Name)	(Company Name)
By: _____	By: _____
(Signature & Title)	(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, seals and authorized signatures of each contractor must be affixed.)

SURETY

_____	By: _____
(Name of Surety)	(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify
That _____
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL AND SURETY, appeared before me this day in person and acknowledged respectively, that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth

Given under my hand and notarial seal this _____ day of _____ 2024 A.D.

My commission expires _____

Notary Public

Write a description for your map.

Write a description for your map.

Agave Mexican
Chanute Air Force Base (Decommissioned)
Feature 1
Feature 2
Feature 3
Willow Pond Golf Course

Agave Mexican
Chanute Air Force Base (Decommissioned)
Feature 1
Feature 2
Feature 3
Willow Pond Golf Course

Existing Shooting Range Stockpile

41 Agave Mexican

E Grove Ave

Rantoul

Lincoln's Challenge Academy

Chanute Air Force Base (Decommissioned)

Proposed Range Stockpile Location 1643 Titan St.

Illinois Center for Transportation

Prairie Pines-Campground

Google Earth

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maye © 2024 Airbus

© 2023 Google

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**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Ordinance Amending Chapter 4, Article II of the Rantoul Code in Connection with Liquor Licenses	DEPARTMENT: Administration
DATE: April 2, 2024	AMOUNT:
ATTACHMENTS: 1. 04-24-2766 Ordinance - Amending Chapter 4, Article II in Connection with Liquor Licenses	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE 2766

**AN ORDINANCE
AMENDING SECTION 4-31 OF THE RANTOUL CODE
IN CONNECTION WITH LIQUOR LICENSES**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 9th day of April, 2024, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE 2766

AN ORDINANCE AMENDING SECTION 4-31 OF THE RANTOUL CODE IN CONNECTION WITH LIQUOR LICENSES

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

Section 1. Amendment. Subsection (1) of Section 4-31, entitled “Classification of Licenses”, of ARTICLE II, entitled “Retail License”, of CHAPTER 4, entitled “ALCOHOLIC LIQUOR”, be and the same are hereby amended to provide as follows:

(1) *Class A.*

a. Class A, general retail license.

1. A class A, general retail license shall authorize the sale at retail of any alcoholic liquor by the drink for consumption on the licensed premises where sold, or in original package form for consumption off the licensed premises where sold, and not for resale in any form. Retail sales of alcoholic liquor shall be fifty-one percent (51%) or greater of the total amount of gross revenue of such license holder.

2. Not more than ~~seven~~ five (5) Class A, general retail licenses shall be issued and outstanding at any one time.

3. The annual fee for any Class A, general retail license shall be in the amount determined from time to time by the Village Board.

Section 2. Amendment. Section 4-31, entitled “Classification of licenses”, of ARTICLE II, entitled “Retail License”, of CHAPTER 4, entitled “ALCOHOLIC LIQUOR”, be and the same are hereby amended to provide as follows:

A. Subsection (4) of Section 4-31 shall be amended to read as follows:

(4) Class GH, gaming hall license.

a. Class GH, gaming hall license.

1. A Class GH, gaming hall license, shall authorize the sale at retail of any alcoholic liquor by the drink for consumption on the licensed premises where sold, and where video gaming terminals are, or will be displayed, for play or operation. For purposes of this section, the term “gaming hall” shall mean: an establishment that derives fifty-one percent (51%) or greater of its gross revenue from the operation of video gaming terminals. The following may be considered in determining whether an establishment is a gaming hall: the absence of a full-service kitchen; an overall size of 1500 square feet or less; and, such other conditions which would readily suggest or indicate that the establishment is intended to be operated or is being operated as an establishment whose primary purpose is the display and operation of video gaming terminals.

2. The conditions described in this section shall be considered prima facie evidence that an establishment operates as a gaming hall.

3. Not more than two (2) Class CH, gaming hall, licenses shall be issued and outstanding at any one time.

4. Any establishment found to be operating as a gaming hall under any other category of liquor license shall be subject to suspension or revocation of its liquor license.

b. Existing Gaming.

1. Any licensee operating what is demonstrated to be a gaming hall under a valid liquor license issued by the Liquor Commissioner as of May 1, 2024, shall be eligible to apply for a Class GH license.

2. At all times after May 1, 2024, the described licensees may only operate under a Class GH license.

c. For purposes of this section, fraternal establishments and veterans' establishments (as defined in the Video Gaming Act, 230 ILCS 40/5) shall be exempt.

d. No greater than twenty-five (25) percent of any Class GH licensee's gross revenue shall come from the sale of alcoholic liquor.

e. No licensee or any agent or employee of any licensee shall, directly or indirectly, allow, cause, or permit any individual under the age of twenty-one (21) to remain on the premises of any Class GH licensed premises.

B. Subsection (10) of Section 4-31 shall be amended to read as follows:

~~(9)~~ (10) Exceptions to limitation on number issued.

a. If the limitation on the number of class A, general retail licenses, ~~on the combined to total number of~~ class P-1, package liquor licenses, ~~and~~ class P-2, package beer and wine licenses ~~or on the number of class R, restaurant licenses,~~ would preclude the issuance of any such liquor license, additional liquor licenses in each such applicable classification shall be deemed to be automatically authorized if the village has duly entered into a written annexation, development, redevelopment, or other commercial business incentive agreement containing a provision expressly authorizing the issuance of any such license.

b. If as a result of the issuance of any licenses under subsection ~~(9)~~ (10)a. immediately above, the total number of class A, general retail licenses, the ~~combined~~ total number of class P-1, package ~~retail liquor~~ licenses, ~~and or~~ the total number of class P-2, package beer and wine licenses ~~or the total number of class R, restaurant licenses,~~ is increased above the number otherwise authorized in subsections (1), ~~(5)~~, (6), and (7) of this section, ~~no new class A, general retail license, new class P-1, package retail license or class P-2, package beer and wine license or new class R, restaurant license, shall be issued under the procedures of section 4-27 until one becomes available for issuance thereunder through attrition. the total number of licenses allowed in that particular category shall temporarily increase only until the termination of the license created by the particular agreement. Upon termination of the license created by the particular agreement, no new license shall be issued in its place (other than as described in 4-34), and the total number of licenses available in each category shall remain as identified in this Ordinance.~~

C. All other subsections of Section 4-31 shall be re-numbered accordingly.

Section 3. Amendment. Section 4-34, entitled “Classification of licenses”, of ARTICLE II, entitled “Retail License”, of CHAPTER 4, entitled “ALCOHOLIC LIQUOR”, be and the same are hereby amended to provide as follows:

Section 4-34. - Sale or transfer of license.

(a) A license shall be a purely personal privilege, good for not to exceed one year after issuance unless sooner revoked as provided in this chapter or the Liquor Control Act, and shall not constitute property, nor shall it be subject to attachment, garnishment or execution, nor shall it be alienable or transferable, voluntarily or involuntarily, or subject to being encumbered or hypothecated. Such license shall cease upon the death of the licensee and shall not descend by the laws of testate or intestate devolution, provided that executors or administrators of the estate of any deceased licensee and the trustee of any insolvent or bankrupt licensee, when such estate consists in part of alcoholic liquor, may continue the business of the sale of alcoholic liquor under the order of the appropriate court, and may exercise the privileges of the deceased or insolvent or bankrupt licensee after the death of such decedent, or such insolvency or bankruptcy, until the expiration of such license, but not longer than six months after the death, bankruptcy, or insolvency of such licensee.

(b) Anything to the contrary in subsection (a) of this section notwithstanding, a purchaser of a business to which a license is currently issued under this chapter shall have the right to make application for the issuance of such license in the event of a bona fide sale or transfer of such business for a period of 30 days prior to such license becoming available to new applicants.

Section 4. Effective Date. The provisions of this Ordinance shall become effective following its passage, approval, and publication as required by law.

Section 5. Publication. The Village Clerk is hereby authorized and directed to cause this Ordinance to be published 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 on the date set forth below.

PASSED this 9th day of April, 2024.

Village Clerk

APPROVED this 9th day of April, 2024.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Ordinance to Readopt, Ratify, and Reaffirm the License, Permit, and Service Fees, and Administrative Penalties Schedule with Amendments	DEPARTMENT: Administration
DATE: April 2, 2024	AMOUNT:
ATTACHMENTS: 1. 04-24-2767 Ordinance - Readopt, Ratify, and Reaffirm License and Permit Fees and the Administrative Penalty Schedule	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: The License, Permit, and Service Fees, and Administrative Penalties Schedule needs to be readopted, ratified, and reaffirmed, with amendments to establish the fee for the Liquor License Class GH, Gaming Hall included on this agenda, and the Mobile Food Truck License approved on March 14, 2024 to be effective on May 1, 2024.	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE 2767

**AN ORDINANCE TO READOPT, RATIFY, AND REAFFIRM
THE LICENSE, PERMIT, AND SERVICE FEES, AND THE
ADMINISTRATIVE PENALTIES SCHEDULE WITH AMENDMENTS**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 9th day of April, 2024, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE 2767

AN ORDINANCE TO READOPT, RATIFY, AND REAFFIRM THE LICENSE, PERMIT, AND SERVICE FEES AND THE ADMINISTRATIVE PENALTIES SCHEDULE WITH AMENDMENTS

WHEREAS, under and pursuant to Ordinance 2736, passed and approved on April 11, 2023, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) readopted, ratified, and re-affirmed the License, Permit, Service Fees, and the Administrative Penalties Schedule (the “**Schedule**”), as well as enacting amendments to such Schedule to establish the amount of the fees for certain licenses and permits, service fees, and the administrative penalty for certain violations under various provisions of the Village of Rantoul Code (the “**Code**”); and

WHEREAS, it now becomes necessary and desirable to amend certain fees within such Schedule by readopting, ratifying, and reaffirming the fees within the Schedule, including certain amendments for the Liquor License Class GH fee and the Mobile Food Truck License fee, as attached hereto and made a part hereof.

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

Section 1. Adoption of Schedule. The License, Permit, and Service Fees, and Administrative Penalties Schedule (Revised 04-2024) be and the same is hereby readopted, ratified, and reaffirmed, with amendments to establish the fee for the Liquor License Class GH pursuant to Section 4-31(4), and the Mobile Food Truck License pursuant to Section 26-54 of the Village Code, to be effective on May 1, 2024.

Section 2. Publication. The Village Clerk is hereby authorized and directed to cause this Ordinance to be published 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 on the date set forth below.

PASSED this 9th day of April, 2023.

Village Clerk

APPROVED this 9th day of April, 2023.

Village President

**LICENSE, PERMIT AND SERVICE FEES, AND
ADMINISTRATIVE PENALTIES SCHEDULE
(Revised 04-2024)**

Section	Description	Fee Amount
Chapter 4 – Alcoholic Beverages		
Retail Licenses:		
4-27	Registration fee for limited license classification	\$100.00
4-28	Application fee for license	\$250.00
4-31(1)	Class A, General Retail License, annually	\$2,200.00
4-31(2)	Class C, Club License, annually	\$1,100.00
4-31(3)	Class GC, Golf Course License, annually	\$2,200.00
4-31(4)	Class GH, Gaming Hall License, annually	\$2,200.00
4-31(5)	Class H/M, Hotel / Motel License, annually	\$1,100.00
4-31(6)	Class P-1, Package Liquor License, annually	\$2,200.00
4-31(7)	Class P-2, Package Beer / Wine License, annually	\$1,650.00
4-31(8)	Class R, Restaurant License, annually	\$1,650.00
4-32	Lapsed Certificate of Insurance fee	\$250.00
4-38	Class VG, Video Gambling License Rider, except Class C, per video gaming terminal, annually	\$250.00
	Class VG, Video Gambling License Rider, Class C, per video gaming terminal, annually	\$100.00
Temporary Permits:		
4-63(1)	Class T-1 Permit, per permit	\$55.00
4-63(2)	Class T-2 Permit, per permit	\$55.00
4-63(3)	Class T-3 Permit, per permit	\$55.00
4-63(4)	Class T-4 Permit, per permit	\$165.00
4-63(5)	Class T-5 Permit, per permit	\$165.00
Chapter 6 – Amusements		
6-134	Place of entertainment license application fee	\$100.00
6-178	Raffle license application fee:	
	For any license for one raffle, the following applicable amount:	
	Where the aggregate retail value of all prizes given is \$1,000 and below	\$5.00
	Where the aggregate retail value of all prizes given is more than \$1,000	\$10.00
	For any license for a specified number of raffles to be conducted during a specified period not to exceed one year, the following applicable amount:	
	Where the aggregate retail value of all prizes given is \$1,000 and below	\$50.00
	Where the aggregate retail value of all prizes given is more than \$1,000	\$75.00

Section	Description	Fee Amount
Chapter 8 – Animals		
8-160	Redemption of impounded animal:	
	General impoundment fee	\$50.00
	Plus, daily impoundment fee, per day or partial day	\$10.00
8-225	Small animal shop license	\$25.00
Chapter 10 – Buildings and Building Regulations		
10-5	The fee for each permit as required by any provision of this Chapter shall be paid in advance of the issuance of any such permit in accordance with the following schedule:	
	Building Code permits:	
	All Non-Residential (including additions, but excepting one- and two-family dwellings)	0.25% of Construction Costs
	Tower	\$75.00
	Deck	\$40.00
	Fence	\$40.00
	Sign, per \$1,000.00 of estimated costs but not less than \$40.00	\$10.00
	Demolition:	
	Any building or structure except one- and two-family dwellings and detached garages and sheds, per \$1,000.00 of estimated costs but not less than \$50.00	\$5.00
	Any one- and two-family dwelling	\$35.00
	Any detached garage or shed	\$25.00
	Moving (when not crossing or occupying any public street, alley or right-of-way)	\$50.00
	Automatic fire extinguishing system, fire pumps and related equipment, per \$1,000.00 of estimated costs but not less than \$100.00	\$5.00
	Plan review fees (for all new construction, including additions):	
	Construction cost (\$)	
	Up to 20,000.00	\$50.00
	Over \$20,000	0.25% of Construction Costs
	Sprinkler system review fee	\$75.00
	Residential Code permits:	
	New Construction	
	2,200 square feet or less	\$250.00
	2,201 square feet or more	\$325.00

Section	Description	Fee Amount
	Additions, alterations, renovations:	
	Per inspection, but not less than \$45.00	\$40.00
	Disability Accessibility Projects	\$40.00
	Plan review fee	\$75.00
	Sprinkler system review fee	\$75.00
	Mechanical Fees:	
	Residential Heating, air conditioning, gas lines, commercial heating & Air conditioning, commercial refrigeration, ventilation, fire suppression, gas piping, and the like covered by the Mechanical Code.	
	Estimated Project Cost:	
	Up to \$50,000.00	2.5% of Construction Costs
	Over \$50,000.00	\$1,250.00 plus 0.10% of Construction Costs over \$50,000.00
	Minimum Mechanical Fee	\$40.00
	Plumbing Fees:	
	Each Plumbing fixture	\$10.00
	Each waste opening (for future use)	\$10.00
	Water service line	\$10.00
	Backflow preventer	\$10.00
	Installation of water heater	\$10.00
	Water softener/conditioner	\$10.00
	Yard sprinklers	\$30.00
	Existing sewer tap/water tap	\$100.00
	Minimum Plumbing Permit Fee	\$40.00
	Electrical Fees:	
	Estimated Project Costs:	
	Up to \$50,000.00	2.5% of Construction Costs
	Over \$50,000.00	\$1,250.00 plus 0.10% of Construction Costs over \$50,000.00
	Minimum Electrical Permit Fee	\$40.00

Section	Description	Fee Amount
	All Electrical Services:	
	Service Installations	
	100 to 400amp service	\$50.00
	Each additional 100 amp above 400, per 100 amp	\$30.00
	Fire Prevention Code Permits:	
	Storage of Compressed Gases, Flammable and Combustible Liquids, Hazardous Materials and LP-Gas:	
	Tanks containing 2,000 water gallons and less	\$100.00
	Tanks containing more than 2,000 water gallons	\$200.00
	Installation, Construction or Alteration of Equipment Used to Store, Dispense or Use Compressed Gases, Flammable and Combustible Liquids, Hazardous Materials and LP-Gas	\$15.00
	Silviculture or Range or Wildlife Management Practices, Prevention or Control of Disease or Pests, or a Bonfire	\$30.00
	Moving Permit (across any public street, alley or right-of-way)	\$50.00
	Work Without a Permit:	
	For any work or use commenced without a permit for which a permit is required, an additional fee shall apply in addition to the regularly prescribed fee	\$200.00
10-54	Mechanical contractor license application fee	\$50.00
10-55	Annual registration fee for mechanical contractor licensed in another city	\$50.00
10-57	Mechanical contractor license annual renewal fee	\$50.00
10-79	Electrical contractor license application fee, all types	\$50.00
10-80	Electrical contractor annual registration fee	\$50.00
10-82	Electrical contractor annual license renewal fee:	\$50.00
	General electrical contractor	\$50.00
	Maintenance electrical contractor	\$25.00
10-414	Fees for each registration or reinspection of rental residential premises:	
	Each Registration Statement, per dwelling or condominium unit	\$40.00
	Each late registration statement	\$100.00
	Each failure to appear for or cancel a scheduled inspection or reinspection	\$100.00
	Each reinspection	\$100.00
10-504	Mobile Home Park License, per Mobile Home Site	\$25.00
10-513	Certificate of Occupancy-Mobile Home	\$40.00

Section	Description	Fee Amount
	As used in this Schedule for Chapter 10:	
	Construction costs shall be calculated by multiplying the gross square footage of any new building, structure or addition by the most recent square foot construction cost as revised and published from time to time in the <u>Building Safety Journal</u> by the International Code Council	
	Estimated costs shall be calculated by totaling the cost of all services, labor, materials, equipment, scaffolding and any other appliances or devices entering into and necessary to the prosecution and completion of the installation or the work ready for occupancy; provided that the cost of excavation or grading, and of painting, decorating or other work that is merely for embellishment and not otherwise necessary for the safe and lawful use is not deemed a part of such installation or work	
	Plumbing fixtures includes any opening in plumbing systems for fixtures or for waste or ventilation pipes regardless of whether an actual fixture is set or not	
Chapter 12 – Business Regulation		
12-54	Hotel / Motel License fee, per room, annually	\$5.00
Chapter 16 – Fire Protection and Prevention		
	Fee for responding to a call outside the corporate limits of the Village without a contract for fire service:	
	Vehicle charge per vehicle per hour or fraction thereof	\$300.00
	Personnel charge per hour or fraction thereof per responding firefighter	\$100.00
	Other charge for any special equipment used in connection with response	Actual cost
16-82	Non-Emergency Assistance fee	\$300.00
	Personnel charge per additional hour or fraction thereof	\$100.00
Chapter 26 – Solicitors and Transient Merchants		
26-23	Solicitors Application fee	\$10.00
26-49	Transient Merchant License fee, annually	\$100.00
26-54	Mobile Food Truck License fee, monthly	\$100.00
Chapter 28 – Solid Waste		
28-59	Waste Hauler License, annually	\$250.00
28-59	Collection Vehicle Inspection Permit, annually	\$50.00

Section	Description	Fee Amount
Chapter 38 – Traffic		
38-258	Vehicle Relocator fee, annually	\$100.00
38-402	Non-Highway Vehicle Permit, annually	\$50.00
	Non-Highway Vehicle Permit, 65 & Older, annually	\$25.00
Chapter 44 – Vehicles for Hire		
44-44	Vehicle for Hire Business License fee, annually	\$75.00
44-44	Vehicle for Hire Vehicle Registration fee, annual	\$25.00
44-45	Vehicle for Hire License / Registration duplication fee	\$10.00
44-53	Vehicle for Hire License / Registration transfer fee	\$10.00
44-69	Driver's License fee, annually	\$25.00
44-72	Driver's License duplication fee	\$10.00
Chapter 46 -- Zoning		
46-234	Certificates of Occupancy	
	Original	\$5.00
	Each copy	\$2.00
46-236	Application for amendment, special use or variance	\$100.00
46-236	Fee in lieu of planting	
	Large canopy tree	\$500.00
	Ornamental tree	\$300.00
	Evergreen	\$300.00
	Shrub	\$75.00
	Ornamental grass	\$30.00
	Perennial	\$30.00

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Fiscal Transfer of Funds for Negative Accounts	DEPARTMENT: Administration
DATE: April 2, 2024	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL Angela Schultz	VILLAGE ADMINISTRATOR Scott Eisenhauer

**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: April 2, 2024	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) 2, to consider collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees	DEPARTMENT: Administration
DATE: April 2, 2024	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR