



Rantoul Village Board of Trustees
Regular Board Meeting
April 9, 2024
6:00 PM

1. Call to Order

2. Invocation

Rev. Kevin Little | First United Methodist Church

3. Pledge of Allegiance

4. Roll Call

5. Mayoral Proclamation

Arbor Day | Friday, April 26, 2024

6. Approval of Agenda

7. 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.

Section A - Consent Agenda

8. Approval of Consent Agenda by Omnibus Vote

All items under the Consent Agenda are considered to be routine in nature and will be enacted by a single motion and subsequent roll call vote. There will be no separate discussion of these items unless a Village Board member so requests, in which event the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

(A) Minutes of the March 5, 2024 Board Study Session

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

(C) Bills and Monthly Financial Reports

9. Approval of Any Items Removed from Consent Agenda

Section B - Consideration of Bids, Contracts & Other Expenditures
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(10.) Motion to Authorize and Approve 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

(11.) Motion to Authorize and Approve the 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

- (12.) Motion to Authorize and Approve a 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
- (13.) Motion to Authorize and Approve the 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
- (14.) Motion to Authorize and Approve an 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)
- (15.) Motion to Authorize and Approve an 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
- (16.) Motion to Authorize and Approve the Illinois Fraternal Order of Police Labor Council Sergeant Agreement for the Period of May 1, 2024 to April 30, 2027
- (17.) Motion to Authorize and Approve a Transfer of Fiscal Year 2024-25 Funds for Negative Accounts

Section C - Consideration of Ordinances & Resolutions

- (18.) Motion to Approve Ordinance 2766, an Ordinance Amending Chapter 4, Article II of the Rantoul Code in Connection with Liquor Licenses
- (19.) Motion to Approve Ordinance 2767, an Ordinance to Readopt, Ratify, and Reaffirm the License, Permit, and Service Fees, and Administrative Penalties Schedule with Amendments
- (20.) Motion to Approve Ordinance 2768, an Ordinance Authorizing Power Sales Contract and Capacity Purchase Agreement with Illinois Municipal Electric Agency (Commencing on 10-01-35)
- (21.) Motion to Approve Ordinance 2769, An Ordinance Amending the Official Zoning Map for 636-640 West Champaign Avenue
- (22.) Motion to Approve Ordinance 2770, An Ordinance Approving the Annual Budget for Fiscal Year 2024-25
- (23.) Motion to Approve Ordinance 2771, an Ordinance Authorizing the Issuance of Tax Increment Refunding Revenue Bonds, Series 2023 (Evans Road Project) (EXTENDED)
- (24.) Motion to Pass Resolution 04-24-1414, a Resolution Authorizing a Request for EDA's Release of Federal Interest in the Village's EDA funded Revolving Loan Fund Program

Section D - Other Business

Section E - Public Announcements

Section F - Closed Session

Section G - Adjournment

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Rev. Kevin Little First United Methodist Church	DEPARTMENT: Administration
DATE: April 9, 2024	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Mayoral Proclamation	DEPARTMENT: Administration
DATE: April 9, 2024	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Arbor Day Friday, April 26, 2024	DEPARTMENT: Administration
DATE: April 9, 2024	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Public Participation	DEPARTMENT:
DATE: April 9, 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 9, 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 9, 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: Bills and Monthly Financial Reports	DEPARTMENT:
DATE: April 9, 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 Authorize and Approve 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	DEPARTMENT: Community Development
DATE: April 9, 2024	AMOUNT: \$39,000.00 Contract \$8,000.00 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

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: Motion to Authorize and Approve the 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 9, 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:
Phone:
Fax:

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

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

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.

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

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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.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to Authorize and Approve a 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 9, 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

Route Map

Write a description for your map.

Legend

- Agave Mexican
- Chanute Air Force Base (Decommissioned)
- Feature 1
- Feature 2
- Feature 3
- Willow Pond Golf Course



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to Authorize and Approve the 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 9, 2024	AMOUNT: \$152,982.62 \$7,017.38 Contengency \$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



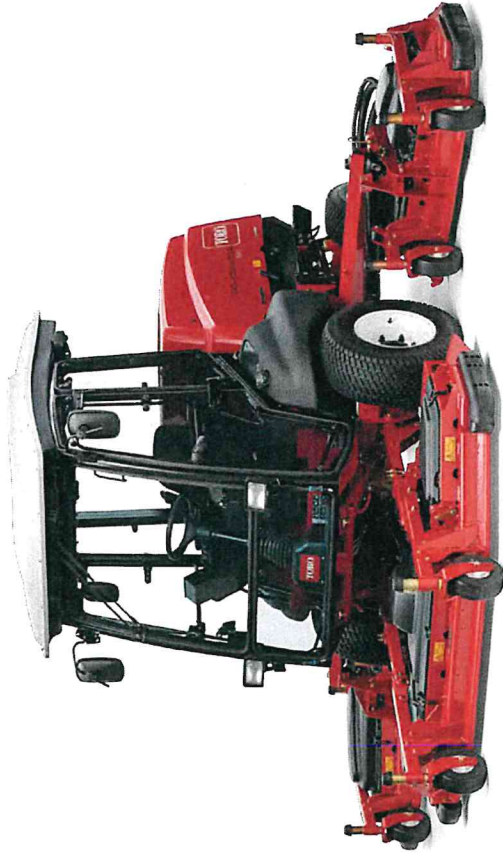
GROUNDMASTER® 5900/5910

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.



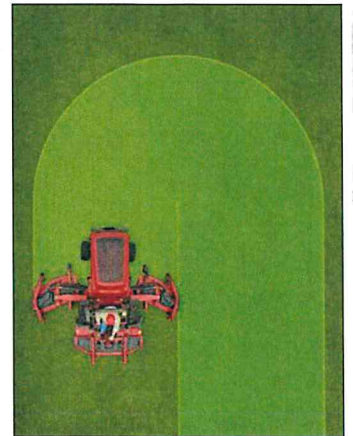
Groundmaster 5900



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.



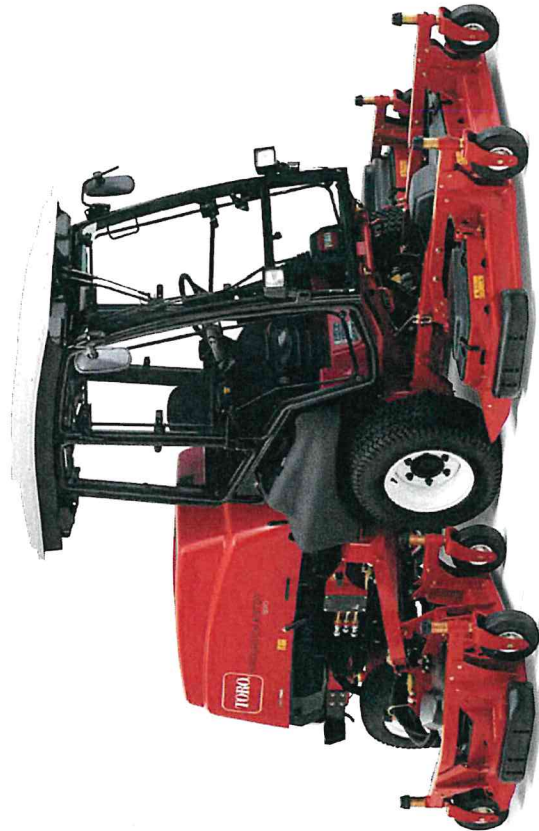
» GET ALL THE TRIMMINGS

- 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.

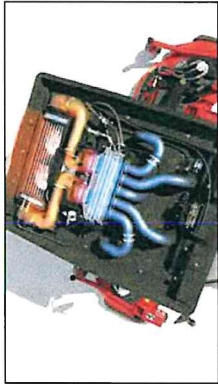
GROUNDMASTER® 5910

Comfort – Amazingly Quiet, Enhanced Productivity.

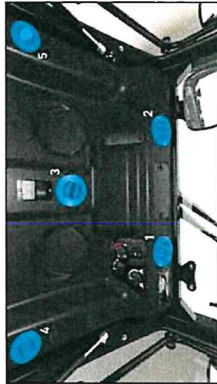
Factory installed, all-season, noise sequestered, climate-controlled safety cab for all-day comfort and operator protection. Quiet cabin achieved through a specially designed low-noise, variable speed cooling fan. (5910 model)



Groundmaster 5910

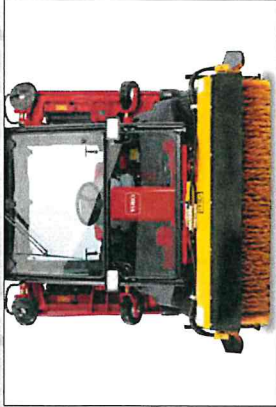


Fully adjustable air balance control for all conditions.



Five adjustable air vents for all-day comfort.

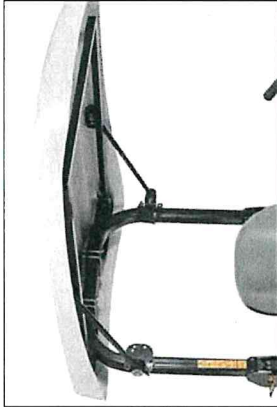
ATTACHMENTS/ACCESSORIES WORK WITH 5900 & 5910 MODELS



ROTARY BROOM



SNOWTHROWER



SUNSHADE

OTHER AVAILABLE ACCESSORIES

LED WORK LIGHT KIT

ROTATING BEACON

LEAF MULCHING KIT

WINDSHIELD WIPER KIT

Groundmaster 5900 Accessories | Two-Post ROPS Extension System.



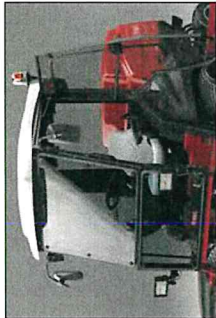
Two-Post ROPS Extension Kit:
Base steel frame attaches to exiting ROPS; includes a white sunshade.



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.

Visit toro.com or call your local distributor for a full list of available accessories and attachments.

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: Motion to Authorize and Approve an 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 9, 2024	AMOUNT: \$210,218.85 - IDOT (95%) \$11,064.15 - Village (5%) \$221,283.00 - Total
ATTACHMENTS: 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

03/01/24

Project Title: Rehabilitate Runway 9/27

State Project No.: TIP-5122

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		1	8	16					25	\$ 1,101.99
Develop Supplemental Exhibits, Estimates, and Attachments			4	12					16	\$ 662.08
Quality Assurance Review and Submittal			2	16		16			34	\$ 1,430.46
Plan and Specification Development										
Final Design, Modeling, Calculations										
Front End Plan Sheets			8	60		60			128	\$ 5,390.24
Construction Safety and Phasing Plan		1	8	8					9	\$ 354.67
Project Plan Sheets, Notes and Details						16			25	\$ 1,217.83
Project Quantities/OPCC/Calendar Day Determinations			16	120		120			256	\$ 10,780.48
Specifications and Certification			4	8					12	\$ 510.76
Quality Assurance Review and Submittal (80%)		8	4	16					24	\$ 1,021.52
Revise per Aero Comments, Review, Final Submit (100%)		1	4	16		16			12	\$ 851.88
Bidding/Post									37	\$ 1,614.99
Bid Questions/Clarifications and Coordination										
Project Management									8	\$ 430.80
Fee Negotiation and Prime Contract	3	2							5	\$ 418.94
Subconsultant Scoping, Negotiation, Contracts		4							4	\$ 321.88
Staff, Client and Agency Coordination		8							8	\$ 643.76
Project Accounting		4						4	8	\$ 470.60

DIRECT SALARY COSTS

4	40	70	274	0	260	0	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	\$ 11,318.62
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FIXED PAYMENT²

APPROVED RATE: 14.5 \$	\$ -
------------------------	------

OUTSIDE SERVICES - Survey

OUTSIDE SERVICES - Geotechnical

\$ -	\$ -
------	------

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

\$ 89,550.00

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
--	--	--	--	--	--	--	--	--	--------	--------------

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
--	--	--	--	--	--	--	----	-----------

OUTSIDE SERVICES

							\$	3,100.00
--	--	--	--	--	--	--	----	----------

TOTAL

							\$	131,733.97
--	--	--	--	--	--	--	----	------------

TOTAL AMOUNT NOT TO EXCEED

							(Rounded Down) \$	131,733.00
--	--	--	--	--	--	--	-------------------	------------

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 Overhead¹</u>	<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 Payment⁵</u>	<u>11,318.62</u>	
5. <u>Outside Services</u>	<u>0.00</u>	
OR		
Cost Plus Fixed Payment		
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)].

ATTACHMENT B-1

DESIGN PHASE SERVICES

ESTIMATE OF SALARY EXPENSES

[illegible]

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

** Actual rate shown.

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>	_____
OR	
Cost Plus Fixed Payment	
Total Amount Not to Exceed	_____ N/A (Rounded Down)
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

Page 115 of 480

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 #N/A

Fees Earned to Date #N/A

Less: Amount Previously Billed #N/A

Amount Due This Invoice #N/A

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

[illegible]

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.

TESTING RATES & COST SUMMARY

Page 122 of 480

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

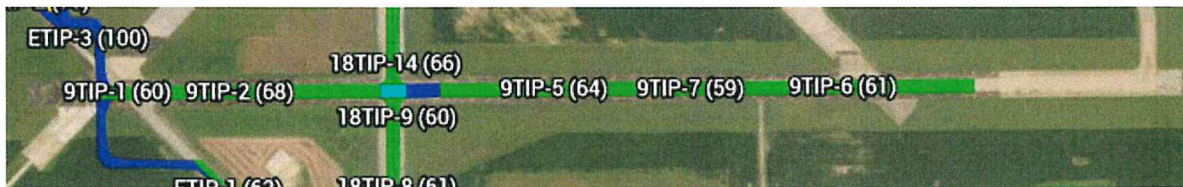
DBE Subconsultant

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 Sealed 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

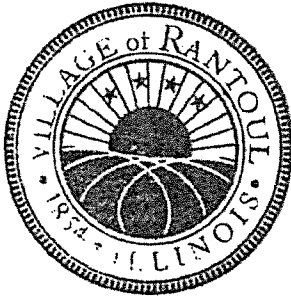
- A. No portion of the services may be subcontracted by Consultant without the prior consent of the Owner.
- B. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois and Owner and Consultant hereby consent to the jurisdiction of said State.
- C. During the 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

Charles Smith
BY: Charles Smith
TITLE: Village Mayor
37-6000510

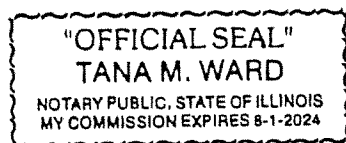
Federal Employer's Identification Number
(F.E.I.N.)

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: Motion to Authorize and Approve an 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 9, 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
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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: _____

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.

Estimated Project Construction Cost	\$7,500,000
Design as a Percent of Construction	5.40%
Fee Design and Bidding \$440,800	

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to Authorize and Approve the Illinois Fraternal Order of Police Labor Council Sergeant Agreement for the Period of May 1, 2024 to April 30, 2027	DEPARTMENT: Administration
DATE: April 9, 2024	AMOUNT:
ATTACHMENTS: 1. IL FOP - Rantoul Sergeant Agreement 2024-27	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL Tony Brown	VILLAGE ADMINISTRATOR Scott Eisenhauer

ILLINOIS FOP LABOR COUNCIL

and

VILLAGE OF RANTOUL

**F.O.P. Lodge #945-1
Sergeants**

May 1, 2024 – April 30, 2027

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Carol Stream- Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911



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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF RANTOUL, ILLINOIS (hereinafter referred to as the “Village” or the “Employer”) and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (hereinafter referred to as the “Council” or “Union”), has as its purpose the promotion of harmonious relations between the Village and the Council; to provide for the establishment of an equitable and peaceful procedure for the resolution of differences; and to establish an agreement covering rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Council do mutually promise and agree as follows:

ARTICLE I - RECOGNITION

Section 1.1. Recognition

The Village recognizes the Council as the sole and exclusive collective bargaining representative for all regular full-time sworn peace Officers in the rank of Sergeant employed by the Village of Rantoul (hereinafter referred to as “employees”), but excluding all sworn peace Officers above and below the rank of Sergeant, all managerial, confidential and supervisory employees as defined in the Act and all other employees of the Village.

Section 1.2. Duty of Fair Representation

The Council recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint or coercion, whether or not they are members of the Union. Violations of this Section shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 1.3. Gender

The use of the masculine pronoun in this document is understood to be for clerical convenience only and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE II - UNION RIGHTS

Section 2.1. Union Use of Bulletin Board

The Village will provide one (1) bulletin board for the posting of official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board. A copy of all notices shall be given to the Police Chief at the time of its posting on the bulletin board. Said bulletin board shall be kept neat and outdated material shall be removed in a timely manner.

Section 2.2. Dues Deductions

While this Agreement is in effect, the Village will deduct from the first two (2) paychecks of the month, and forward to the Illinois Fraternal Order of Police Labor Council, the uniform, regular monthly dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective dues deduction authorization (as set forth in Appendix A of this Agreement). If a conflict exists between that form and this Article, the terms of this Article and Agreement control. A member desiring to revoke the dues deduction authorization may do so by written notice to the Village at any time upon thirty (30) days' notice. The actual dues amount deducted, as determined by the Union, shall be a uniform sum of money for each employee in order to ease the Village's burden of administering this provision. Such dues shall be forwarded to the Illinois Fraternal Order of Police Labor Council within ten (10) calendar days of the deduction.

If the employee has no earnings or insufficient earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly fees once each calendar year during the life of this Agreement. The Union will give the Village thirty (30) calendar days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.3. Union Indemnification

The Union shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article.

Section 2.4. Membership Lists

The Employer shall forward to the Council a monthly list to accompany the dues as provided for in Section 2.2 of this Article. This list shall include the names of each employee that has paid the monthly dues.

Section 2.5. Union Access

Authorized representatives of the Council shall be permitted reasonable visits to the Police Department during work hours to talk to employees of the local bargaining unit concerning matters covered by this Agreement. The Employer shall be notified of and give approval for such visits. Such visits shall not cause any unreasonable disruption of the Police Department's operations.

ARTICLE III - LABOR-MANAGEMENT MEETINGS

Section 3.1. Meeting Request

The Council and the Village agree that in the interest of efficient management and harmonious employee relations, that labor-management meetings be held if mutually agreed between Union representatives and representatives of the Village. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting.

Such notice may be waived by mutual consent of the parties. Such meetings, times and locations, if mutually agreed upon, shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties;
- (c) notifying the Union of changes in conditions of employment contemplated by the Village which may affect employees; and
- (d) items concerning safety issues.

Section 3.2. Content

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at “labor-management meetings” nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings. Labor-management meetings are intended to improve communication and shall be advisory only.

Section 3.3. Attendance

The date, time and place for labor-management meetings shall be mutually agreed upon by the Council and the Village. Attendance at labor-management meetings shall be voluntary on the employee’s part. If such a meeting is held during the regular working hours of any bargaining unit employee representative in attendance at such meeting, the employee shall not lose any compensation for attending such meeting. Otherwise, attendance during such meetings shall not be considered time worked for compensation purposes. Normally, up to two (2) representatives from each side shall attend such meetings, schedules permitting. Attendance at such meetings shall not interfere with required duty time, and attendance, if during duty time, shall be permitted only upon prior approval of the Police Chief.

ARTICLE IV - MANAGEMENT RIGHTS

Section 4.1. Management Rights

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Village; to plan, direct, control and determine all the operations and services of the Village; to determine the places, means, methods and number of personnel needed to carry out the Village’s mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to establish mental and physical fitness standards; to establish specialty positions and to select personnel to fill them; to schedule and assign work; to establish work performance and productivity standards and, from time to time, to change those standards; to schedule and assign overtime; to determine whether goods or services are made or purchased; to make, alter and enforce reasonable rules, regulations, orders and

policies; to discipline, suspend and discharge employees for just cause (probationary without cause); to hire, promote, transfer and train employees; to change or eliminate existing methods, equipment (including weapons and ammunition) or facilities; to layoff and/or relieve employees from work; to contract out for goods and services; to evaluate performance and productivity and establish awards or sanctions for various levels of performance; to determine whether work is to be performed by employees in the bargaining unit or outside the bargaining unit and by which employees; and to take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency declared by the Village President, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and provided that all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village and the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE V - GRIEVANCE PROCEDURE AND ARBITRATION

Section 5.1. Definition

A “grievance” is defined as a dispute or difference of opinion raised either by an affected employee or the Council against the Village involving an alleged violation or misapplication of an express provision of this Agreement, except that any dispute or difference of opinion concerning the imposition of discipline shall be handled in accordance with ARTICLE XIX of this Agreement.

Section 5.2. Procedure

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communication. If, however, the informal process does not resolve the matter, a grievance filed against the Village shall be processed in the following manner:

Step 1: Any affected employee, with or without a union representative, or the Council, shall submit the grievance in writing (on the approved grievance form attached to this Agreement as Appendix B) to the employee’s supervisor (in most cases, the Lieutenant, specifically indicating that the matter is a “grievance” under this Agreement. The grievance shall contain a complete statement of facts, the provision or provisions of this Agreement which are alleged to have been violated, the relief requested and be signed by an affected employee and local union representative (in the case of a Council grievance). All Step 1 grievances must be presented no later than fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance or fourteen (14) calendar days after the affected employee or the Council, through the use of reasonable diligence, should have known of the first occurrence of the event giving rise to the grievance. The supervisor shall render a written response to the grievant within fourteen (14) calendar days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Police Chief or his designee within ten (10) calendar days after receipt of the Village's answer in Step 2, or within ten (10) calendar days of the time when such answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief or his designee shall investigate the grievance and, in the course of such investigation, shall, within ten (10) calendar days from receipt of the grievance at Step 2, offer to discuss the grievance with the grievant and a Union representative, if one is requested by the employee. If no settlement of the grievance is reached, the Police Chief or his designee shall provide a written answer to the grievant within ten (10) calendar days following their meeting.

Step 3: If the grievance is not settled at Step 2 and the grievant desires to appeal, it shall be referred by the employee in writing to the Mayor or his designee within ten (10) calendar days after receipt of the Village's answer in Step 2 or within ten (10) calendar days of the time when such answer would have been due. Thereafter, the Mayor or his designee and the Police Chief or other appropriate individuals as desired by the Mayor or his designee shall meet with the grievant, and a Union representative, if requested by the employee, within ten (10) calendar days of receipt of the grievant's appeal. If no agreement is reached, the Mayor or his designee shall submit a written answer to the grievant within ten (10) calendar days following the meeting.

Section 5.3. Arbitration

If the grievance is not settled in Step 3 and the Council wishes to appeal the grievance from Step 3 of the grievance procedure, the Council may refer the grievance to arbitration, as described below, within fifteen (15) calendar days of receipt of the Village's written answer as provided to the grievant at Step 3 or within fifteen (15) calendar days of the date the Step 3 answer was due:

- (a) The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) calendar day period, the parties shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Council shall have the right alternatively to strike one (1) name from the panel. The person remaining shall be the arbitrator. The party striking first shall be determined by a coin toss.
- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Council and Village representatives.

- (c) The Village and the Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Council retain the right to employ legal counsel.
- (d) The arbitrator shall submit his decision in writing forty-five (45) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator, the cost of a written transcript, and hearing room, if any, shall be split equally between the parties; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5.4. Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 3. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decision. Any decision or award of the arbitrator rendered within the limitations of this Section 5.4 shall be final and binding upon the Village, the Council and the employees covered by this Agreement.

Section 5.5. Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 within fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance or fourteen (14) calendar days after either the affected employee or the Council, through the use of reasonable diligence, should have known of the first occurrence of the event giving rise to the grievance.

Unless otherwise agreed in writing, a grievance not presented by the grievant within the time limits set forth above shall be considered “waived” and may not be further pursued. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village’s last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the grievance shall be treated as denied at that step and may be immediately appealed to the next step.

Section 5.6. Time Off

One (1) employee grievant and one (1) local union representative shall receive time to participate in Step 2 or 3 grievance meetings with the Village if the meetings are conducted on

working time. Attendance at such meetings shall not interfere with required duty time, and attendance, if during duty time, shall be permitted only upon prior approval of the Police Chief. No other time spent on grievance matters shall be considered time worked for compensation purposes.

Section 5.7. Miscellaneous

No member of the bargaining unit who is serving in an acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit serving in an acting capacity shall impose any obligation or duty which may be considered authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

Section 5.8. Settlements

Grievance settlements shall be reduced to writing and signed by the parties. Settlements shall be consistent with the terms of this Agreement unless the parties mutually agree otherwise.

ARTICLE VI - NO STRIKE-NO LOCKOUT

Section 6.1. No Strike

Neither the Council nor any Sergeants, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sitdown, stoppage of work, refusal to perform overtime, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, refusal to cross a picket line, or any other intentional interruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be subject to discipline, up to and including discharge. In such event, neither the affected employee or employees nor the Council shall have recourse to the grievance and arbitration procedure set forth in this Agreement; and the only issue that may be submitted to grievance arbitration is whether a Sergeant in fact participated in the prohibited action.

Section 6.2. Responsibility of Council

Should any activity proscribed in Section 6.1 of this Article occur, which the Council has or has not sanctioned, the Council shall immediately:

- (a) Publicly disavow such action by the employees or other persons involved;
- (b) Advise the Village in writing that such action is not sanctioned by the Council;
- (c) Notify the employees, including by written notification, stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately; and

- (d) Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Village to accomplish this end.

Section 6.3. Responsibility of Union Representatives

All employees covered by this Agreement who hold the position of Union representative, or other position of authority and trust in the Union, occupy a position of special trust and responsibility in maintaining and bringing about compliance with this Agreement, including the responsibility to remain at work during any activity proscribed in Section 6.1 of this Article and to encourage any such employees to return to work.

Section 6.4. No Lockout

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Council.

ARTICLE VII - LAYOFF AND RECALL

Section 7.1. Layoff

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be reduced in rank or laid off as provided in 65 ILCS 5/10-2.1-18. Sergeants shall be notified in writing at least fourteen (14) days in advance of the effective date of such reduction in rank or lay-off.

Section 7.2. Recall

Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Union President, provided that the employee must notify the Police Chief of his intention to return to work within fourteen (14) calendar days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

Section 7.3. Effects of Layoff

During the term of this Agreement, if the Village exercises its discretion to layoff an employee, then the employee shall be afforded an opportunity to exercise his COBRA rights to maintain the health insurance offered by the Village by paying the full applicable monthly premium for his individual insurance coverage. If an employee opts to maintain his medical insurance under this Section, then such employee shall be permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff. Employee rights and

benefits under this Section are subject to the terms and conditions of the applicable insurance policy or plan.

ARTICLE VIII - SENIORITY

Section 8.1. Seniority

Seniority shall be determined by full-time continuous service in the rank of Sergeant, calculated from the date of promotion to Sergeant, less adjustments for layoff, suspensions and approved leaves of absence without pay.

Section 8.2. Termination of Seniority

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged;
- c) retires or is retired;
- d) fails to report to work immediately after the conclusion of an authorized leave of absence, unless the failure to report is due to extenuating circumstances beyond the control of the employee as determined by the Police Chief;
- e) is laid off and fails to notify the Village of his intent to return to work within fourteen (14) calendar days after receiving notification of recall or fails to report to work within ten (10) calendar days after receiving notification to report to work;
- f) is laid off for a period in excess of eighteen (18) months;
- g) does not perform work for the Village (except for military service) for a period in excess of one (1) year; or
- h) is absent for three (3) or more consecutive workdays without notifying the Village, unless the failure to notify and report is due to extenuating circumstances beyond the control of the employee, as determined by the Police Chief.

ARTICLE IX - EVALUATION PERIOD

Section 9.1. Evaluation Period

Any employee who is first appointed to the position of Sergeant shall complete an evaluation period of six (6) months. During an evaluation period, the Police Chief may return an employee, or such employee may elect to return, to his former position as a patrol officer at his former compensation and benefits.

ARTICLE X - HOURS OF WORK AND OVERTIME

Section 10.1. Application of Article

This Article is only intended to serve as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per work cycle, and nothing contained herein shall be construed to preclude the Village from restructuring the regular workday or workweek.

Section 10.2. Workday/Work Schedule

Except as provided elsewhere in this Agreement, the regular work schedule shall consist of not more than eighty (80) hours per Village pay period. The regular workday shall normally include either eight (8) or ten (10) or twelve (12) hours of work, with a thirty (30) minute meal period and two (2) fifteen minute break periods at times designated by the Village. Employees are on-call during meals and break periods and shall not be compensated for call-outs during said periods. However, if employees are called out during their meal period, they are allowed to finish their meal period later during the shift, if practical.

For employees scheduled to work twelve (12) hour workdays the eighty (80) hours per Village pay period shall be accomplished using one eight (8) hour "short day" every two weeks and six twelve (12) hour workdays.

Section 10.3. Changes in Regular Workday or Regular Work Schedule

Should it be necessary in the Village's judgment to establish a schedule departing from the regular workday or the regular work schedule, or to change the shift, schedule or days off of an employee or employees, the Village will, absent emergency, give twenty-four hours notice of such change to all employees directly affected by such change. Should it be necessary in the Village's judgment to change the regular workday from an eight (8) hour day to a ten (10) hour day or a twelve (12) hour day, or a twelve (12) or a ten (10) hour day to an eight (8) hour day, the Village will, absent emergency, notify the Union at least thirty (30) calendar days prior to the effective date of the change. Upon request of the Union within seven (7) calendar days of such notice, the Village agrees to meet with the Union to discuss the impact of such change, if any, upon the employees prior to the effective date of such change. Such discussion shall be limited to the impact on shift selection, previously approved vacation and/or other paid benefit time and previously scheduled training.

Section 10.4. Shift Selection

Semi-annually, Sergeants may submit a request to the Police Chief or his designee, on a form provided by the Police Department, to be assigned to a particular shift and days off. The Police Chief shall make the final decision on the assignment and days off, based upon operational considerations and seniority. Nothing contained herein shall preclude the Police Chief from later reassigning a Sergeant provided the reasons are not arbitrary and capricious.

Section 10.5. Overtime

Employees shall be paid one and one-half (1 1/2) times their regular straight time hourly rate of pay for all hours actually worked in excess of the employee's regular workday or work schedule. Hours worked shall not include any uncompensated periods. Overtime rates are

calculated by multiplying the applicable hourly rate (see Appendix C attached hereto) by one point five (1.5). Overtime shall be paid in thirty (30) minute increments.

Section 10.6. Court Time

If an employee is required by the Village to appear in court outside his regular hours of work and in the performance of his official duties (on a matter in which the Sergeant has no personal interest), he shall be paid for all hours actually worked or a minimum of two (2) hours of pay, whichever is greater, at the overtime rate of pay. The two (2) hour minimum shall not apply to court time which is continuous with the employee's regular hours of work.

Section 10.7. Call-Back

A call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. A call-back shall be compensated at one and one-half (1½) times an employee's regular straight-time hourly rate of pay for all hours worked on call-back, with a two (2) hour minimum. The two-hour minimum shall not apply to an official assignment of work which is continuous with the employee's regular hours of work.

Section 10.8. Compensatory Time

Employees, at their option, may elect to receive, in lieu of overtime pay, compensatory time equal to one and one-half (1 1/2) times all overtime hours worked as defined in Section 10.5 above, until the employee has accumulated 160 hours of compensatory time, inclusive of any compensatory time elected under Section 11.3. If the employee has accumulated 160 hours of compensatory time, the employee shall be eligible for overtime pay in accordance with Section 10.5. Upon at least eight (8) hours advance notice, compensatory time may be scheduled in one (1) day increments with the prior approval of the Police Chief or his designee. Provided, however, the Police Chief or his designee may approve the use of compensatory time in lessor increments.

Compensatory time may also be scheduled by seniority by all employees who work shifts and are assigned to patrol duties immediately after each of the semi-annual scheduling of vacation as described in Section 12.4 of this Agreement by submitting their first choice for the use of compensatory time for the following six (6) month period. Any such compensatory time requested shall be scheduled in no less than one (1) day increments and will be approved or denied no less than fourteen (14) calendar days before the requested time scheduled. If not approved or denied at least fourteen (14) calendar days of the requested time scheduled, the requested time scheduled shall be deemed approved. Approved compensatory time schedule will not be withdrawn in the event of an unexpected sick leave of less than five (5) consecutive days by another employee or by any personal leave scheduled by another employee on an approved scheduled time for compensatory leave even though the applicable shift may fall below the minimum staffing level.

Section 10.9. Overtime Opportunities

The Police Chief or his designee are responsible for and have the right to closely monitor all types of overtime, exercising management control of overtime wherever possible. The Police Chief and his designees are to institute effective controls applicable to Division operations in order to ensure fiscally and strategically responsible and accountable use of overtime.

The Police Chief or his designee shall have the right to require both scheduled and unscheduled overtime. In overtime situations (excluding holdovers, overtime assignments scheduled 24 hours or more in advance, bona fide emergencies or situations requiring specialized skills), the Police Chief or his designee will attempt to evenly distribute overtime opportunities among Sergeants who volunteer for overtime, using a rotation system. However, the Police Chief or his designee retains the right to assign non-emergency overtime to eligible Sergeants when none volunteer. Sergeants shall appear on a call-back list separate from patrol officers and overtime assignments due to staffing shortages will depend on the need for a Sergeant, as determined by the Police Chief or his designee. Special event overtime assignments not requiring a specified rank will be offered to Sergeants in a manner comparable to that for patrol officers. If a Sergeant demonstrates that he has not been offered his share of overtime opportunities, the sole remedy shall be that he shall be given first preference for overtime opportunities for which he is eligible until the imbalance is corrected.

Section 10.10. Overtime Rotation System

The Police Chief or his designee shall create a list of eligible Sergeants for overtime. The list shall be in the order of seniority in the rank of Sergeant. In overtime situations (excluding holdovers, overtime assignments scheduled 24 hours or more in advance, bona fide emergencies or situations requiring specialized skills), where a Sergeant vacancy exists and no other Sergeant is assigned to be on-duty during the time of the vacancy, or where a Sergeant position is needed based on the needs of the department, the Police Chief or his designee shall notify eligible Sergeants on a rotation basis from the voluntary list, beginning with the first and each succeeding Sergeant on such voluntary list who is not otherwise scheduled to work at such time and notify him of the overtime opportunity. If that Sergeant declines the overtime, the Police Chief or his designee will follow the list in order of seniority until either an eligible Sergeant accepts the overtime opportunity or all have declined it. In the event that no eligible Sergeant from the voluntary list accepts the overtime opportunity, the Police Chief or his designee will utilize the "Patrol Officer" overtime list in the same manner, to the extent possible depending on the strategic needs of the department, as determined by the Police Chief or his designee, to fill the Sergeant vacancy. In the event that no qualified patrolman accepts the overtime, the Police Chief or his designee shall notify a Sergeant that he shall be expected to report to work at the given time.

Conversely, if a vacancy exists for a patrol officer position and after utilizing the Patrol Officer Voluntary List, no qualified patrol officers accept the overtime opportunity, eligible Sergeants will be offered the overtime opportunity.

Non-emergency mandatory overtime assignments will be for no more than four (4) hours unless agreed upon by the Sergeant that was ordered to work the overtime.

Section 10.11. No Pyramiding

Compensation shall not be paid at more than one rate of pay or more than once for the same hours under any provisions of this Agreement.

Section 10.12. Training

Employee's regular work schedule will be adjusted to accommodate attendance at school or training within an eighty (80) hour pay period.

- (a) Day shift employees working 12-hour shifts scheduled to attend a school of training on their regularly scheduled 12-hour workday shall return to the Police Department immediately following the school and complete the 12-hour workday. Alternatively, they shall be allowed to utilize benefit time in the amount necessary to complete the workday. Employees must notify their supervisor prior to the start of the school of their intent to either come back to work after the school/training or to use benefit time as provided in this section.
- (b) A day shift employee scheduled to attend a school or training on his regularly scheduled 8-hour workday or “short day” needs no scheduling adjustment. It will be presumed a daylong school or training is the equivalent of an 8-hour workday.
- (c) Night shift employees working 12-hour shifts scheduled to attend a school or training on their regularly scheduled 12-hour workday:
 - i. If the employee had the previous night off, the officer will attend the school and shall return to the Police Department immediately following the school and complete the 12-hour workday. Alternatively, they shall be allowed to utilize benefit time in the amount necessary to complete the workday.
 - ii. If the employee is scheduled to work 12 hours the previous night, they will work mutually agreed upon hours as designated in the schedule adjustment below, but not beyond 2200 hours the previous night. They will then attend the school/training and complete the 12-hour workday. Alternatively, the member shall be allowed to utilize benefit time in the amount necessary to complete that workday. Employees must notify their supervisor prior to the start of the school of their intent to either come back to work after the school or to use benefit time as provided in this section.
- (d) Night shift employees working 12-hour shifts scheduled to attend a school on their regularly scheduled 8-hour workday or “short day”:
 - i. If the employee had the previous night off, there are no required adjustments. It will be presumed a daylong school or training is equivalent to an 8-hour workday.
 - ii. If the employee is scheduled to work 12 hours the previous evening, they will work mutually agreed upon hours as designated in the schedule below, but not beyond 2200 the previous night. It will be presumed a daylong school or training is the equivalent of an 8-hour workday.
- (e) Scheduling adjustments:
 - i. When arranging adjusted day off or make-up blocks of work, the supervisor and the affected employee will confer. The employee’s schedule shall be modified so that regular hours worked in a pay period equals 80 hours. This would hold true whether for a one-day school or training or a multi-day school or training.
 - ii. For schools or training, the supervisor shall be allowed to schedule the employee’s adjusted time off for the pay period. The supervisor shall first choose a workday or workdays that will not force the preferred staffing below

the minimums. The adjustment of the employee's normal schedule must be done prior to the pay period, except in cases where the school or training selection was made in the course of the pay period.

- iii. The employee may work hours outside their normal shift.
- iv. The supervisor shall have the ability to adjust schedules to satisfy the 80-hour pay period.

ARTICLE XI - HOLIDAYS

Section 11.1. Designation of Holidays

The following days shall be considered holidays during the term of this Agreement:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Juneteenth	Christmas Eve
Fourth of July	Christmas Day

For all those employees who do not work shifts, when the actual day of any of the preceding holidays falls on Saturday, the most previous Friday shall be considered as the holiday, and when the actual day of any of the preceding holidays falls on a Sunday, the next following Monday shall be considered as the holiday, provided, however, when the actual day of Christmas Eve falls on a Friday, the most previous Thursday shall be considered as the holiday, and when the actual day Christmas falls on a Monday, the next following Tuesday shall be considered as the holiday. For all employees who work shifts, any paid holiday shall be deemed to be on the actual day that any such holiday occurs or is traditionally observed as opposed to any day when other employees who do not work shifts are entitled to be off from work as set forth above.

Section 11.2. Eligibility

In order to receive a paid holiday or holiday pay pursuant to Section 11.3, an employee must work the last scheduled workday preceding and the first scheduled workday following the holiday.

Section 11.3. Paid Holiday or Holiday Pay

To compensate an employee for the holiday, the employee shall be entitled to be off from work with pay for his regularly scheduled hours of work on the paid holiday, at the discretion of the Police Chief or his designee, or to additional compensation in the form of holiday pay in lieu of the paid holiday. Any employee actually working on a paid holiday shall receive such holiday pay in an amount equal to two and one-half (2½) times his regular straight-time hourly rate of pay for the first eight (8) hours actually worked, with, if applicable to a ten (10) hour shift, the next two (2) hours actually worked at one and one-half (1½) times his regular straight-time hourly rate of pay. Any additional hours worked on a paid holiday shall be considered overtime. Any overtime on a paid holiday shall be paid at two and one-half (2½) times his regular straight time hourly rate of pay. Any employee whose regularly scheduled day off falls on a paid holiday shall receive such holiday pay in an amount equal to his regular straight-time hourly rate of pay for up to eight (8)

hours of work not actually worked. Alternatively, an employee, at his option, may elect to receive, in lieu of holiday pay, compensatory time at the same rate as the applicable holiday pay. Any such compensatory time in lieu of holiday pay shall be subject to and inclusive of the maximum accumulation limitations and all other provisions of Section 10.8 of this Agreement.

ARTICLE XII - VACATIONS

Section 12.1. Allowance

An employee will earn vacation based upon the months of employment with the Village in accordance with the following schedule:

<u>Months of Service</u>	<u>Bi-Weekly Hours Earned</u>	<u>Annual Vacation Hours Earned</u>
Hire thru 48 months	3.08	80
49 through 168 months	4.62	120
169 through 240 months	6.16	160
241 through 252 months	7.69	200

Section 12.2. Vacation Eligibility

Vacation shall not accumulate during any pay period when the employee is on layoff, suspension or approved leave of absence without pay for the entire pay period. If the employee remains on the payroll but is receiving compensation for a work-related injury, the employee may continue to earn vacation leave for a period not to exceed twelve (12) months from the date of the employee's injury.

Section 12.3. Vacation Pay

Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification at the time of the employee's vacation.

Section 12.4. Vacation Scheduling

Vacation leave requests shall be submitted in writing on the form provided by the Village.

Beginning on or about each April 1 and October 1, all Sergeants who work shifts shall, by departmental seniority, submit their first choice for vacations for the following six (6) month period. Vacations during this six-month period must be scheduled for no less than one (1) workday. Vacations shall be scheduled insofar as practicable at times desired by each employee such that at least two (2) Sergeants shall be permitted to be on scheduled leave, including prescheduled training, at any one time if not assigned to the same shift, with the determination of preference being made on the basis of an employee's length of service in rank, the needs of the Department and the remaining staff to perform the duties. Nothing in this section shall preclude more than two (2) Sergeants being on leave at one time provided that their absence does not create

overtime and the other Sergeant assigned to that shift is working. All vacation requests shall be submitted within 21 days of the posting of each sign-up list. A vacation schedule shall be available in the Police Chief's office on or before the beginning of each six-month period.

Vacations requested for the applicable six-month period on or after May 1 and November 1 of each year shall be scheduled at least thirty (30) calendar days in advance. Provided, however, vacation of one (1) or two (2) days duration shall be scheduled at least three (3) calendar days in advance. This vacation shall be scheduled on a first come, first serve basis. The Police Chief or his designee may waive the notice. Vacation must be scheduled in one (1) day increments and approved in advance by the Police Chief or his designee. Provided, however, the Police Chief or his designee may approve the use of vacation in lesser increments.

It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved to the Police Chief or his designee in order to insure the orderly performance of the services provided the by Village.

Section 12.5. Limitation on Accumulation of Vacation

Vacation should ordinarily be taken as it is earned, provided, however, an employee may elect to accumulate, as of April 30 of any calendar year, vacation up to a maximum amount equal to the total amount of vacation that may be earned at such employee's current rate of earned vacation per pay period during twenty-four (24) months of continuous employment. Any amount of accumulated vacation in excess of that amount shall automatically be forfeited as of April 30 of such year.

Section 12.6. Pay Upon Termination

Employees shall receive compensation for all earned but unused vacation as of the employee's date of termination.

Section 12.7. Vacation Cancellation

In the case of an emergency or operational need, the Police Chief may cancel and reschedule any or all approved vacation in advance of its being taken or recall back any employee from vacation in progress. Employees desiring to cancel vacation must do so prior to the vacation schedule going into effect.

ARTICLE XIII - SICK LEAVE

Section 13.1. Allowance

An employee shall accrue 3.70 hours of sick leave for each completed two week pay period of full time employment, provided that the number of accumulated sick leave hours shall not exceed 2,080 hours at any one time. Sick leave shall be allowed for: (i) the personal illness, injury or disability of such employee or (ii) the illness, injury or disability of his spouse or child (including stepchild) living in the same household or of his parent (including stepparent and spouse's parent) if the care of any such person by such employee is medically necessary.

Section 13.2. Sick Leave Notification

In the event an employee is unable to work due to illness, injury or disability as provided above, the employee must notify his immediate supervisor of his absence and the nature of the illness/injury, at the earliest possible time, but no later than two (2) hours prior to the start of his scheduled shift. The failure to provide such notification may result in the employee being off without pay, and may subject the employee to discipline as well. The employee must submit a request for sick leave pay as soon as possible upon his return to work, but no later than the second working day following the absence. The request must be made on the form provided by the Village and all questions must be answered fully. The claim for sick leave pay must be approved by the immediate supervisor.

Section 13.3. Medical Examination

A doctor's statement (verifying the nature of the illness/injury, that the employee or family member specified in Section 13.1 above was examined by the physician and that the employee was unable to perform the duties of the position or that the family member specified in Section 13.1 above was in need of such employee's care) shall be provided for any use of sick leave of three (3) or more consecutive days, unless specifically excused by the Police Chief or his designee. If the employee does not supply such statement/documentation or if the statement/documentation is not deemed satisfactory, the request for sick leave may be denied and the time off shall be without pay.

Section 13.4. Abuse of Sick Leave

It is specifically agreed that the Village retains the right to investigate sick leave usage and take corrective measures, including but not limited to, medical consultations (with a Village designated physician, at Village expense), and counseling and discipline, up to and including discharge. Additionally, if an employee is suspected of abuse, or if the employee has prolonged, frequent, or a pattern of absences, the Village reserves the right to take corrective action, including, but not limited to, requiring the employee to provide a physician's statement verifying the nature of the illness, that the employee or any family member specified in Section 13.1 above was examined by the physician, and that the employee was unable to perform the duties of the position or that the family member specified in Section 13.1 above was in need of such employee's care.

Section 13.5. Sick Leave Utilization

Sick leave shall be utilized in no less than one (1) hour increments.

Section 13.6. Sick Leave Accrual

An employee shall not be eligible to earn sick leave during any pay period that an employee is off on sick leave, layoff, suspension or approved leave of absence without pay for the entire pay period. If the employee remains on the active payroll and is receiving compensation for a work-related injury, the employee may continue to earn sick leave for a period not to exceed twelve (12) months from the date of the employee's injury.

Section 13.7. Payment for Medical Examinations

All charges for medical examinations and physician statements shall be at the employee's expense, to the extent not covered by insurance, except as specifically provided otherwise in this Agreement.

Section 13.8. Buyback

An employee who completes twenty (20) or more years of employment as a police officer of the Village and who retires or resigns in good standing shall have their Voluntary Employee Beneficiary Association (VEBA) account funded by cashing out a maximum of three hundred ninety (390) hours of accumulated but unused sick leave at the rate of thirteen (13) hours of pay for each full year worked for the Village. (For example, if any such employee retires in good standing after thirty (30) full years of service, any such employee would receive 390 hours of VEBA account contribution if any such employee had 390 hours of unused accumulated sick leave, i.e., 30 years x 13 hours = 390 hours of VEBA account funding). Such compensation shall be distributed at any such employee's then regular straight-time hourly rate of pay as of the date of his or her retirement.

Section 13.9. Retirement Health Care Funding Plan

As a condition of employment, every employee shall be enrolled in a Retirement Health Care Funding Plan (also known as a 115 Trust Account)(the "Plan"). The Plan is a tax-sheltered investment account designed to aid employees in saving for health-related expenses in retirement.

Under the terms of the Plan:

- (a) Payroll Deduction – Every employee shall contribute 4% of his base pay (pre-taxation) per pay period into the Plan by means of automatic payroll deduction.
- (b) Employee Retirement – An employee who retires in good standing with the Village shall be entitled to compensation for any accrued but unused benefit time remaining on the last day of his employment. As set forth in the Plan agreement, compensation due for any accrued but unused benefit time shall be paid directly to the Plan by the Village (pre-taxation). Benefit time compensation required for Plan contribution at retirement shall include: annual leave, personal leave, compensatory time, and sick leave, which shall be calculated in the method defined in Section 13.8 of this Agreement (up to a maximum of 390 hours). The Plan shall strictly adhere to any laws, rules, and regulations set forth by the Internal Revenue Service in the governance of the 115 Trust Accounts (or similar investment products). Every participant in the Plan shall name a beneficiary of his or her account in the Plan by completing a beneficiary form issued by the Village.
- (c) Employees who leave prior to retirement will have their accumulated benefit time (other than sick leave) deposited into the Plan.

ARTICLE XIV - PERSONAL LEAVE DAYS

Section 14.1. Personal Leave

Employees shall be entitled to two (2) days of personal leave of personal leave each fiscal year. Such days of personal leave must be taken in increments of one (1) shift, but may be taken in conjunction with any other accumulated paid leave (other than sick leave) for the purpose of achieving the requisite workday hours. Except in the event of a personal or family emergency or other serious circumstance, requests for personal leave shall be made at least four (4) hours in advance if possible and shall not be unreasonably denied. Personal leave shall not accumulate from one calendar year to the next and will be forfeited if not used.

Section 14.2. Additional Personal Leave

An employee shall be entitled to an additional personal leave day during a calendar year if such employee has used no more than two (2) total shifts of sick leave between May 1 and April 30 of the previous calendar year. The additional day of personal leave must be taken in increments of one (1) workday, but may be taken in conjunction with any other accumulated paid leave (other than sick leave) for the purpose of achieving the requisite workday hours, and any request for such additional day of personal leave of personal leave shall not be unreasonably denied. Such additional day of personal leave shall not accumulate from one calendar year to the next and will be forfeited if not used.

Each member of the bargaining unit shall be entitled to a personal day off on the member's birthday (to be selected in the same month as their birthday). This personal day is offered in exchange for the elimination of the PT test.

Section 14.3. Alignment of Benefit Time

All benefit time (annual leave, compensatory time and sick leave) shall be aligned with the Village's fiscal year which is May 1st through April 30th.

ARTICLE XV - ADDITIONAL LEAVES OF ABSENCE

Section 15.1. Discretionary Leaves

The Village may, in its sole discretion, grant an unpaid leave of absence under this Article to any bargaining unit employee. The Village shall set the terms and conditions of the leave.

Section 15.2. Family and Medical Leave

The parties agree that the Village may adopt policies to implement the Family and Medical Leave Act in accordance with what is legally permissible under the Family and Medical Leave Act.

Section 15.3. Military Leave

Military leave shall be granted in accordance with applicable law, as it may from time to time be amended.

Section 15.4. Jury Duty Leave

Any employee who is required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such jury duty and on which the employee would otherwise have been scheduled to work. The employee shall submit a certificate evidencing that he appeared and served as a juror. The employee shall remit any jury duty fees to the Village in order to receive pay for such jury duty. An employee may retain, however, any jury duty funds specifically designated as reimbursement for travel expenses. An employee shall return to work when not actually appearing or serving as a juror and immediately upon release from jury duty.

Section 15.5. Non-Employment Elsewhere

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere, including self-employment, during any leave of absence, without written permission of the Village, may be terminated by the Village. Permission for employment during a leave of absence shall be determined on a case-by-case basis, after review of the circumstances and the reason for the leave of absence.

Section 15.6. Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief as far in advance as practicable. The request shall state the reason for the leave of absence and the length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the Police Chief and it shall be in writing.

Section 15.7. Funeral Leave

In the event of the death of a member of the immediate family, an employee will be granted up to three (3) consecutive working days with pay as funeral leave if the employee attends the funeral. For purposes of this section, the immediate family shall be defined as spouse, children, spouse of children, parents of employee or spouse, brother or sister of employee or spouse, grandparents of employee or spouse, grandchildren of employee or spouse or a person who lives in the household of the employee. Additional days off are subject to the prior approval of the Police Chief or his designee and shall be deducted from the employee's vacation or compensatory time. An employee may be required to provide satisfactory evidence of the death of a member of the immediate family if the Employer has reason to believe abuse of this leave has occurred.

Section 15.8. Union Leave

A leave of absence without pay shall be granted, to the extent that there is no interference with the operations of the Police Department, to employees who are selected, delegated or appointed to attend conventions or education conferences of the Council. No more than one (1) employee shall be granted such leave at any one time and the total hours of any such leave shall not exceed thirty (30) hours in any calendar year of the Village. Any request for such leave shall be submitted in writing by the Council to the Chief of Police at least 30 days prior to the date(s) for which such leave is requested and shall be answered, in writing, no later than ten (10) days following the request, with the final authority to grant such leave residing with the Chief of Police. The regular work schedule(s) of the employees so selected, delegated or appointed to attend

conventions or education conferences of the Council shall be adjusted, to the extent possible, so as to make the date(s) requested to be the employee's regular day off.

ARTICLE XVI - INSURANCE

Section 16.1. Hospitalization and Medical Insurance Coverage

The health insurance program in effect when this Agreement is ratified shall be continued during the term of this Agreement; provided, however, the Village retains the right to change insurance carriers or to self-insure as it deems appropriate, so long as the new basic benefits are relatively similar to those which were in effect on the effective date of this Agreement.

Section 16.2. Cost

The employee shall pay a \$15.00 contribution and the Village shall pay the balance of any monthly premium in effect to provide such insurance coverage for the employee only. If the employee elects any such insurance coverage for his eligible dependents, the employee shall pay such part of the entire cost of the monthly premium in effect for the dependent portion of any such insurance coverage as may then be payable by other Village employees generally for such dependent portion, including as changed from time to time. Any such payments by the employee for the \$1.00 "opt out" or \$15.00 contribution of the monthly premium for the employee coverage and for the applicable amount of the monthly premium for the dependent coverage shall be deducted from the first two (2) paychecks of the employee in each month. The Village agrees to continue to research the policy of providing compensation to employees who opt out of the Village's health insurance program. To the extent that nonbargaining unit employees receive such compensation, the Sergeants shall receive the same compensation.

Section 16.3. Cost Containment

The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for designated surgical procedures.

Section 16.4. Terms of Policies to Govern

The extent of coverage under the insurance policies referred to in Section 16.1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Section 16.5. Term Life Insurance

Each employee covered by this Agreement shall be provided with the same term life insurance coverage as other Village employees generally. Provided, however, the amount of life insurance coverage shall not be less than \$15,000. The Village retains the right to change carriers and/or self-insure this benefit.

Section 16.6. Village Insurance Benefit Reciprocity

In recognition of the desirability of maintaining a uniform policy Village-wide with respect to insurance benefits and costs and notwithstanding the foregoing provisions of Section 16.1, the parties agree that if the Village makes any changes or modifications with respect to any insurance benefits and costs that are applicable to other Village employees generally, then such changes or modifications in benefits and costs shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to other Village employees generally. The Village agrees to notify the Union of any such changes or modifications in benefits and costs within a reasonable time after the Village receives such information and, upon request from the Union to meet and discuss with the Union any such changes or modifications with respect to any insurance benefits and costs.

Should the Village receive sufficient advance notice of an increase in the costs of health insurance such that it determines to change or modify health insurance benefits and costs, the Village may, on its own initiative or upon request of the Union, request that a health insurance committee comprised of management and employee representatives review any such changes and modifications to plan benefits and costs and make a recommendation to the Village, including possible alternatives to the proposed changes and modifications. The Village reserves the right, however, to make any final decision as to any such changes and modifications in benefits and costs.

ARTICLE XVII - COMPENSATION

Section 17.1. Wage Schedule

Sergeants shall be compensated in accordance with the hourly rate of wages schedule attached to this Agreement as Appendix C and as described in Section 17.2 below.

Section 17.2. Wage Increases

The hourly rate of wages of employees covered by this Agreement who have been employed as a Sergeant with the Village shall be as set forth in Appendix C. An employee eligible for a step increase in accordance with the hourly rate of wages schedule shall receive the step increase on his anniversary date of employment.

Section 17.3. Tuition Reimbursement

Employees shall be eligible for tuition reimbursement in accordance with the provisions of the Rantoul Code, as it may, from time to time, be amended. It is understood by the parties that changes to the tuition reimbursement policy are subject to impact and affects bargaining pursuant to Section 14 of the Illinois Labor Relations Act.

Section 17.4. Investigator Pay

An employee assigned to perform as Police Investigator shall receive (i) eight (8) hours of pay at his or her regular straight-time hourly rate of pay or, at his or her option, eight (8) hours of compensatory time for each weekend period of on-call (Friday afternoon through Monday morning); or (ii) four (4) hours of pay at his or her regular straight-time hourly rate of pay or, at his or her option, four (4) hours of compensatory time for each holiday of on-call (twenty-four

(24) hour holiday period). Investigators shall also receive one hour of additional pay or compensatory time at his or her regular straight time hourly rate for every non-weekend night (Monday-Thursday) that they are on call, which is not a holiday. Any such election to receive compensatory time by any such employee under this Section 17.4 shall be subject to the provisions of Section 10.8 of this Agreement with respect to restrictions upon accumulation and use.

Section 17.5. Senior Sergeant/Sergeant in Charge

The Sergeant assigned by his supervisor to perform the duties of Senior Sergeant, or the Senior Sergeant on the shift, shall be Sergeant in charge of the shift for all intents and purposes.

Section 17.6. Canine Officers

An employee designated as canine officer by the Police Chief or his designee, who is then currently working with a dog and, at the discretion of the Police Chief, takes the dog home, shall perform the following activities and be compensated for at-home/off-duty activities with the assigned dog as follows:

A. Canine officers shall perform the following duties relative to their assigned dog during the course of their duty shift:

1. Exercise;
2. Training;
3. Feeding (1x day) (if the officer is not assigned to midnights);
4. Procuring food and supplies (if the officer is not assigned to midnights);
5. Non-emergency trips to veterinarian (if the officer is not assigned to midnights);
6. Grooming; and
7. Cleaning of squad car.

B. The Canine Officers shall be allowed seven (7) hours per week for the following at-home/off-duty activities with the assigned dog:

1. Cleaning dog's kennel or other place where the dog is kept, and cleaning up after the dog;
2. Feeding (1x per day unless the officer is assigned to midnights and then 2x per day);
3. Breaks/Exercise off-duty;
4. Emergency medical treatment;

5. Non-emergency trips to the veterinarian (if the officer is assigned to midnights); and
 6. Procuring food and supplies (if the officer is assigned to midnights).
- C.
1. The canine officer's scheduled duty shift shall be reduced by seven (7) hours per week (one and three-quarters (1 3/4) hour for each ten (10) hour duty day) to compensate for the above at-home/off-duty activities with the assigned dog.
 2. If an officer reasonably believes additional time is necessary for off-duty at home canine care in excess of the seven (7) hours per week allowance for any week, absent an emergency, the officer must request permission in advance of those activities and shall submit a request identifying the activities to be engaged in, the times/days on which they will take place and the duration of the activities, to his/her supervisor prior to the day on which the activities will occur.

D. The parties also recognize that certain canine activities are not compensable as canine-related activities. Such activities include but are not limited to transporting the dog (other than to and from the veterinarian or during the officer's work/duty time), cleaning of personal vehicle, attendance at family events, maintenance work on squad, consulting with Village employees about obstacle course, travel to and consult with other departments regarding canine equipment, searching for training areas, playing with the canine and like activities, absent advance approval from the Police Chief or his designee.

E. The parties also recognize that if the officer will not be available at home overnight to care for the canine, he must consult with and receive permission from the Chief or his designee for care of the canine in his absence or alternatively, for the canine to travel with the officer.

Section 17.7. Shift Differential

Shift differential of \$.25 per hour for any hours worked on any a shift outside normal day shift as it coincides with the shift sign up as designated by the Chief of Police or his/her designee beginning on May 1, 2016 and said differential shall increase to \$.30 per hour beginning May 1, 2017.

ARTICLE XVIII - UNIFORMS

Section 18.1. Uniforms

The Police Chief or his designee shall have the right to establish the type, style and color of uniforms and the equipment to be used by Sergeants, which may be changed from time to time, as well as the rules and regulations concerning the use, wear and replacement of uniforms and equipment. The list of currently required uniform apparel and equipment is attached hereto as Appendix D of this Agreement.

The Village shall provide each Sergeant with an initial issue of all required uniform apparel and equipment and shall replace such apparel and equipment, on an as-needed basis, as determined by the Police Chief or his designee. The Chief or designee may require that the item to be replaced be inspected for wear and/or damage. Each Sergeant may request that any such apparel and equipment be replaced, and when approved, any such replacement apparel and equipment shall be ordered by the Police Chief or his designee on a weekly basis. Any such approval shall not be unreasonably denied.

Section 18.2. Clothing Allowance

An employee assigned to serve as Police Investigator or other specialty position as designated by the Chief of Police shall receive an annual uniform allowance in a lump sum amount of \$800.00 (\$400.00 in January and \$400.00 in July), in lieu of the uniform provided pursuant to Section 18.1 above. If a Police Investigator or other specialty position uniform is provided, the employee, upon appointment to the position, will only receive a one-time lump sum uniform allowance of \$800.00 to purchase appropriate court apparel. A newly hired/assigned employee shall begin receiving the allowance in either the January or July following his assignment, whichever occurs first. The Police Chief shall have the right to establish rules and regulations defining the appropriate attire for this assignment.

ARTICLE XIX - DISCIPLINE

The parties recognize that the Board of Fire and Police Commissioners of the Village has certain authority over the employees covered by this Agreement, except as specifically modified in this Agreement. Nothing in this Agreement is intended in any way to replace or diminish that authority.

Section 19.1. Definition

The parties recognize the principles of progressive and corrective discipline. Discipline may include but shall not be limited to the following measures:

- (a) Oral warning
- (b) Written reprimand
- (c) Suspension without pay
- (d) Discharge

The Employer's agreement to use progressive and corrective discipline does not prohibit the Employer from imposing discipline which is commensurate with the severity of the offense.

Section 19.2. Just Cause

No employee covered by this Agreement shall be disciplined, suspended or discharged without just cause.

Section 19.3. Notification

The Employer shall notify both the employee involved and the Council of any suspensions or discharges. Such notification shall be in writing.

Section 19.4. Disciplinary Investigation

The Village agrees to abide by the requirements of the Uniform Peace Officer's Disciplinary Act (50 ILCS 725/1, et seq.), as it may from time to time be amended.

Before conducting an investigatory interview which may reasonably be expected to result in disciplinary action against an employee being questioned, that employee may request that a local Union representative be present. It is recognized that an employee may not insist that a particular representative be present.

If the employee requests a Union representative, the supervisor shall either suspend the investigatory interview until a Union representative can be present or advise the employee that it will not proceed with the interview unless the employee is willing to enter the interview unaccompanied by a representative (in which case the Village may act on the basis of information obtained from other sources).

It is not the intent of the parties to convert investigatory interviews into adversarial proceedings. The role of the representative is to assist the employee; the representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. The Village retains the right to insist on hearing the employee's own account of the matter under investigation uninterrupted by the Union representative.

This Section does not apply to such run-of-the-mill conversations as, for example, the giving of instructions, training, employee performance evaluations, routine requests for information related to the performance of duties or needed corrections of work techniques. Nor does this Section apply to meetings at which discipline is simply administered.

Section 19.5. Pre-Disciplinary Meeting

For discipline other than oral or written reprimands (suspensions without pay or discharge), prior to notifying the non-probationary employee of the contemplated discipline to be imposed, the Employer shall meet with the non-probationary employee involved, inform the non-probationary employee of the basis for such contemplated discipline and give the non-probationary employee an opportunity to respond. Upon request, the non-probationary employee may be represented by a Union representative.

Section 19.6. Review of Discipline

An employee may elect to have reprimands imposed by the Police Chief reviewed through the grievance procedure of this Agreement, provided, however, no reprimand may be submitted to arbitration. Unpaid suspensions of one (1) through five (5) days imposed by the Police Chief shall be reviewed and appealed only in accordance with the rules and regulations of the Board of Fire and Police Commissioners and the administrative review provisions of the Illinois Compiled Statutes, and shall not be subject to the grievance and arbitration provisions of this Agreement. Provided, however, the Board of Fire and Police Commissioners shall have no authority to increase

the penalty imposed by the Police Chief. The parties agree that the Police Chief shall also have the authority to impose unpaid suspensions in excess of five (5) calendar days as well as to discharge a Sergeant. Unpaid suspensions in excess of five (5) calendar days as well as discharges shall be reviewed only in accordance with the grievance and arbitration provisions of this Agreement and shall not be subject to review by the Board of Fire and Police Commissioners of the Village. Any such grievance over discipline shall be initiated at Step 2 (Police Chief) and filed within seven (7) calendar days of the receipt of the discipline.

ARTICLE XX - DRUG AND ALCOHOL TESTING POLICY

Statement of Policy:

It is the policy of the Village that it is reasonable to expect persons entrusted with the safekeeping of a community to be free from the adverse effects of drugs and alcohol while in the performance of their duties. In the interest of employing persons who are fully fit and able for duty, and for the safety and well being of employees and residents, the Employer and the Union agree to establish a program that will allow the Employer to take the necessary steps, including drug and/or alcohol testing, and to implement general policies regarding substance abuse in the workplace.

Section 20.1. Definitions

A. “Drug” shall mean any controlled substance listed in 720 ILCS 550/1, et seq. or 21 U.S.C. §812, et seq., including an analog of any listed drugs for which the person tested does not submit a valid pre-dated prescription, and all illegal drugs. “Illegal drug” shall be defined as cannabis and controlled substances under state or federal law which are not being used under the supervision of a licensed health care professional, or otherwise in accordance with law.

B. “Positive Test Result” is one where the specimen tested contains drug or drug metabolite concentrations at or above the concentration specified in Title 49 of the Code of Federal Regulations.

C. “Drug Abuse” shall be defined as the use of any drug, as defined in Section 19.1. A, above, the use of any prescription drug which has not been legally prescribed and dispensed, or the abuse of a legally prescribed drug.

D. “Alcohol Abuse or Being Under the Influence of Alcohol” shall be defined for these purposes as a blood alcohol content of .03 or more. A blood alcohol content of less than .03 shall not preclude the Employer from acting to prove that the employee was unable to perform his duties properly or was impaired while on duty.

E. The Parties agree that CBD products which do not include THC as a listed ingredient will not be considered drugs as referenced in this collective bargaining agreement. Use of such products shall be allowed pursuant to this Article.

Section 20.2. Prohibitions

Employees shall be prohibited from:

- (a) Possessing, manufacturing, distributing, dispensing, using, selling, purchasing, abusing or being under the influence of alcohol at any time during the course of the workday or anywhere on any Village-owned property, including Village buildings and Village-owned vehicles, except as expressly required in the performance of the employee's official duties;
- (b) Possessing, manufacturing, distributing, dispensing, using, selling, or purchasing or abusing any drug as defined in Section 19.1.A. above at any time and at any place except as expressly required in the performance of the employee's official duties;
- (c) Abusing a prescription drug which has been legally prescribed and dispensed to the employee;
- (d) Failing to (i) immediately disclose to his supervisor any medication-related work restrictions, or (ii) disclose to his supervisor when taking medication whose container has warnings that the medication may affect an employee's ability to perform his or her job, or to drive or operate machinery;
- (e) Testing positive for a drug, as defined in Section 19.1.A above or abusing or being under the influence of alcohol as defined in Section 19.1.D above;
- (f) Failing to comply with this Article; or
- (g) Refusal to submit to a drug/alcohol test which shall also include but not be limited to attempting to tamper/substitute or tampering with/substituting the urine sample.

Committing any of the prohibited acts listed above will result in disciplinary action, up to and including discharge.

Section 20.3. The Administration of Tests

A. Informing Employees Regarding Drug/Alcohol Policy

All employees shall be informed, in writing, of the Employer's drug/alcohol testing policy before testing is administered. All newly hired employees will be provided with this information before commencing work.

B. When a Test May Be Compelled

- (1) Reasonable Suspicion. If there is reasonable suspicion that an employee has committed any of the prohibited acts listed in Section 19.2 (a), (b), (c) or (d) above, the employee may be required to undergo drug/alcohol testing. In the event reasonable suspicion does exist, the Employer shall arrange for the drug/alcohol test.

- (2) Other. Drug/alcohol testing may also be required when an employee seeks to be transferred to a drug enforcement group or other specialty position (i.e., DARE Sergeant).

C. Reasonable Suspicion Standard

Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person has committed any of the prohibited acts listed in Section 19.2 (a), (b), (c) or (d) above.

Reasonable suspicion shall be based upon the following:

- (1) Observable phenomena, such as direct observation of use or the verifiable physical symptoms resulting from using or being under the influence of drugs as defined in Section 19.1.A above or alcohol as defined in Section 19.1.D above; or
- (2) Information provided by an identifiable, reliable and creditable third party that an employee has committed any of the prohibited acts listed in Section 19.2. (a), (b), (c) or (d) above.

D. Order to Submit to Testing

On the first business day after the day the employee submits to the testing authorized by this Article, the Employer shall provide the employee with written notice setting forth the objective facts and reasonable inferences to be drawn from those facts which form the basis of reasonable suspicion for the order to test. At the time of the order to test, the Employer shall verbally provide the employee with the general facts supporting the order to test.

When testing is ordered, the employee may be temporarily re-assigned or relieved from duty and placed on leave with pay pending the receipt of results. The employee will not be subject to any other adverse employment action relating to this charge during the pendency of the testing procedure. The re-assignment shall be immediately discontinued in the event of a negative test result.

Section 20.4. Conduct of Test and Testing Standards

A. In conducting the drug testing authorized by this Article, the Village shall:

- (1) use only a clinical laboratory, forensics laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act and that has been or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA);
- (2) ensure that the laboratory or facility selected conforms to all SAMHSA standards;
- (3) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result.

No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;

- (4) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee;
- (5) collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- (6) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- (7) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Chief or his designee within seventy-two (72) hours of receiving the results of the tests;
- (8) require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or forum adverse to the employee's interests;
- (9) provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results.

B. In conducting the alcohol testing authorized by this Article, the Village shall:

- (1) ensure that all technicians are trained and equipment is calibrated;
- (2) conduct breath tests to detect the presence of alcohol;

- (3) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .03 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive.

Section 20.5. Right to Contest

The employee, with or without the Union, shall have the right to file a grievance commencing at Step 2 of the grievance procedure concerning any test permitted by this Article. The employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 20.6. Voluntary Request for Assistance

The Employer shall not discipline or take any adverse employment action against an employee who for the first time voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, unless the request follows the testing of an employee or unless the employee is found impaired, using drugs or alcohol or under the influence of drugs or alcohol on the job. The Police Chief or his designee may, however, at his discretion, require re-assignment or relief from duty if the employee is unfit for his current assignment.

The Village strongly encourages employees with drug or alcohol problems to seek professional help. The Village will not discriminate or retaliate against an employee who "voluntarily" comes forward to request assistance. Seeking assistance, however, does not insulate an employee from discipline for violation of Village rules, failure to fulfill obligations under an employee assistance/treatment program, or for future violations of Village rules. Further, employees seeking assistance may also be subject to random testing during and for eighteen (18) months following successful completion of an employee assistance/treatment program.

All voluntary requests for assistance shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except re-assignment or relief of duties as described above. The Employer's obligation to provide treatment under this Article shall be limited to services provided and paid for by the Village's insurance plan in which the employee is enrolled.

Section 20.7. Duty Assignment

In the event the nature of the treatment program (e.g., outpatient treatment) allows the employee to continue to work during his treatment, the Employer shall maintain the individual's previous employment status with the exception of possible re-assignment or relief of duties as set forth above. In the event an employee participates in an in-patient program which precludes continued employment, the employee shall be required to use sick leave, vacation and/or personal time. If the employee has exhausted all accumulated benefit time, he may be placed on an unpaid leave.

Section 20.8. Confidentiality of Test Results

Each employee will be provided with a copy of all information and reports received by the Employer in connection with the drug/alcohol testing and the results under this Article. The results of drug and alcohol tests will be disclosed to the person tested, the Police Chief, the Village

attorney, other officials with a “need to know”, others who may be mutually agreed to by the parties, and to those permitted by law. Where a grievance and/or other proceedings have been initiated by or on behalf of an employee that involves the drug testing information, that information may be used in the proceeding. Any member whose drug/alcohol test is confirmed positive, shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

Section 20.9. Use of CBD Products

CBD products which do not include THC as a listed ingredient will not be considered drugs as referenced in the collective bargaining agreement. Use of such products shall be allowed pursuant to this Article.

ARTICLE XXI - GENERAL PROVISIONS

Section 21.1. Duty Trades

Duty trades shall be allowed at the discretion of the Police Chief or his designee. Requests for such duty trades shall follow procedures as established or modified by the Police Chief. Duty trades are a privilege which shall not interfere with the operation of the Police Department or result in the payment of overtime.

Even if an employee requests and receives authorization to exchange duty with a second employee, if the second employee is unable to work the duty, the duty time shall be deducted from the first employee’s appropriate accumulated benefit time. The deductions allowed herein shall not limit the ability of the Village to discipline an employee for abuse of duty trade privileges. Any hours worked in accordance with this provision shall be counted as hours worked by the employee originally scheduled to work.

Section 21.2. Light Duty

The Village may require an employee who is on a paid or unpaid leave of absence, including leaves for work-related accidents or injuries, to return to work in an available light duty assignment that the employee is qualified to perform, provided that the Village’s physician has determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within one hundred twenty (120) calendar days. Employees may also request light duty assignments in accordance with the provisions of this Section. The terms and conditions of any light duty assignment shall not conflict with the express terms of the Agreement; provided, however, the work schedule shall be determined exclusively by the Police Chief or his designee. Generally, a light duty assignment under this Section shall not exceed one hundred twenty (120) calendar days. The Village reserves the right to terminate any light duty assignment at an earlier time.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within one hundred twenty (120) calendar days, the Village retains the right to terminate the employee’s light duty assignment.

Nothing herein shall be construed to require the Village to create or maintain a light duty assignment for an employee. Employees will only be assigned light duty assignments when the Village determines that the need exists and only as long as such need exists.

Nothing in this Section shall affect the statutory rights of the Police Officers Pension Board of the Village in dealing with an employee on a disability pension.

Section 21.3. Physical Fitness Requirements

All employees are expected to be sufficiently fit to perform the requirements of their job. In order to maintain efficiency in the Police Department, to protect the public, and to reduce insurance costs and risks, the Police Chief may establish reasonable minimum physical fitness standards for all employees. While employees may be required to participate in any such physical fitness testing, no employee will be disciplined for failure to meet departmental physical fitness standards as long as the employee makes a good faith effort to comply with such physical fitness standards. Prior to implementing any such physical fitness standards, the Police Chief shall review and discuss such physical fitness standards at a labor-management meeting. Any employee who believes it necessary to have a medical examination before participating in any such physical fitness testing shall arrange any such medical examination through his own physician. To the extent not covered by an employee's health insurance, the Village shall reimburse the employee for the cost of any such medical examination not so covered upon presentation by the employee of the applicable bill or statement for any such medical examination. The Department will provide a \$250.00 cash incentive for any bargaining unit member who completes an annual wellness physical exam during the fiscal year. (The Employer will not have access to the results of the physical exam).

Section 21.4. Outside Employment

Employees shall not be employed by employers other than the Village, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the written approval of the Police Chief. Such outside employment shall be in conformance with rules and regulations as may be promulgated from time to time by the Police Chief and shall not: (1) result in a conflict of interest or bring the department into disrepute; (2) result in outside work during an employee's work shift; (3) involve the use of Village equipment or supplies; (4) become the employee's primary job; or (5) infringe on the employee's ability to do his or her job for the Village. Employees seeking permission to: (1) perform outside employment; or (2) change that employment; shall apply in writing to the Police Chief for approval on a form provided by the Village. Such application shall be approved or denied, based upon the above-referenced criteria, within a reasonable time. If outside employment, including self-employment, has been approved or permitted by the Police Chief, and if it later appears that such outside employment, including self-employment, is resulting in activity which would not be approved if initially requested under this Agreement, such approval for such outside employment may be revoked.

Section 21.5. Americans with Disabilities Act

Notwithstanding the other provisions of this Agreement, the Village may take all actions necessary to comply with the Americans with Disabilities Act. Nothing contained herein is

intended to preclude a grievance, in accordance with the provisions of Article V, alleging that a Village action violates the Agreement and is not necessary to comply with the Act.

Section 21.6. Fitness Examinations

If the Employer has a reason to question an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Employer may require, at its expense, the employee have an examination by a qualified and licensed medical professional selected by the Employer. If it is determined that the employee is not fit for duty, the Employer may take the appropriate actions including, but not limited to, placing the employee on sick leave or an unpaid medical leave, if the employee has exhausted all of his sick leave.

An affected employee shall be notified in writing of any such examination. The written notice shall contain the reason(s) why the employee is being required to submit to such examination.

Section 21.7. Personnel Files

The Village agrees to comply with the provisions of the Personnel Records Review Act, as it may from time to time be amended.

Section 21.8. Bullet-Proof Vests

The Village agrees to replace bullet-proof vests every five (5) years. Provided, however, a vest may be replaced sooner if replacement is determined necessary by the Police Chief or his designee. Uniformed employees issued bullet-proof vests shall wear the vests at all times while on duty.

Section 21.9. EMT Training

Employees will no longer be required to complete EMT training. Should the Village decide in the future to require EMT training, the Village will notify the Union. If the Union requests to bargain the impact within ten (10) calendar days of such notification, the Village will bargain the impact of such requirement.

Section 21.10. Residency

All employees covered by this Agreement shall be required to maintain a bona fide residence within twenty (20) miles of the corporate limits of the Village and to be timely present for duty as scheduled or within a period of time not to exceed thirty (30) minutes in response to any recall for duty. Any employee covered by this Agreement may petition the Chief of Police for an extension of ten (10) additional miles, to a total of thirty (30) miles from the corporate limits of the Village of Rantoul. In considering such requests the operational needs of the department will be given primary consideration. The Chief of Police will judge whether the request is consistent with the operational needs of the Department, considering, among other things, response time. Such requests shall not be unreasonably denied. Any failure to be timely present or to timely respond for duty because of the distance or time from an employee's bona fide residence shall not be a mitigating factor for any resulting absence or tardiness.

As used in this Section, the term “bona fide residence” denotes that any employee covered by this Agreement has a permanent abode or home in a particular place, and any such employee may not have a permanent residence in two places at the same time. In order to have a “bona fide residence” in a particular place, any employee covered by this Agreement must both establish a physical presence at such place and have the intent to make such place his permanent residence.

Section 21.11. Ammunition

Beginning on May 1, 2016, officers will be allotted handgun ammunition of the same caliber as their duty firearm, not to exceed 50 rounds per officer per fiscal quarter. Officers must submit the required agreed upon form reflecting that they are or were in receipt of the requested ammunition. All such ammunition shall be used exclusively for training purposes and such training shall take place at the Village police range or such other range as may be approved by the Chief of Police or his designee.

Section 21.12. Damaged Watch or Eyeglasses

Any watch or eyeglasses that are damaged, bent, lost, stolen or destroyed in the performance of police duties will be replaced, in an amount not to exceed \$200, by the Department, provided there was not contributory negligence on the part of the employee.

ARTICLE XXII - SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid, and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, Section or portion thereof specifically specified in the board, agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet and negotiate with respect to substitute provisions for those held invalid and unenforceable.

ARTICLE XXIII - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein. If a past practice is not addressed in the Agreement, it may be changed by the Employer as provided in the Management Rights clause, Article IV.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject referred to, or covered in this Agreement, including the impact of the Village’s exercise of its rights specified herein on wages, hours or terms and conditions of employment.

ARTICLE XXIV - TERMINATION

After this Agreement is executed by both parties, it shall become effective as of May 1, 2024, and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no more than one hundred twenty (120) nor less than ninety (90) days prior to the expiration date that it desires to modify this Agreement.

Notwithstanding any provision of this Article or Agreement to the contrary, to the extent required by law, this Agreement shall remain in full force and effect after the expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 2024.

FOR THE VILLAGE OF RANTOUL:

FOR THE UNION:

(SEAL)

Alyssa Haaker, Attorney
Illinois Fraternal Order of Police
Labor Council

APPENDIX A - DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____, hereby authorize my Employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.)

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.



APPENDIX B - GRIEVANCE FORM
(use additional sheets where necessary)

Lodge No. / Year / Grievance No.

Date Filed: _____
Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Sections(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX C - HOURLY RATE OF WAGES

<u>Year</u>	% increase
5/1/2024	increase base pay to \$53.00/hour
5/1/2025	4.25%
5/1/2026	2.50%

Additional Step Increase:	
At twenty (20) years	5.00%
At twenty-five (25) years	2.00%

APPENDIX D - REQUIRED UNIFORMS AND EQUIPMENT

Winter Boots
Summer Shoes or Boots
Winter Fur Hat
Uniform Cap and Cap Cover
Hat Badge
Winter Coat
Lightweight Jacket
 OR 4-in-1 Jacket in lieu of Winter Coat and Lightweight Jacket
Rain Coat
Breast Badge (2)
Wallet Badge and Wallet
Pants (4) – Combination of Class A and Utility Pants, at least one of each
Winter Pants
Summer Short Sleeve Shirts (3) - Combination of Class A and Utility Shirts, at least one of each
Winter Long Sleeve Shirts (3) - Combination of Class A and Utility Shirts, at least one of each
Name Tags (2)
Tie
Tie Tac
Traffic Safety Vest
Ballistic Vest
Polo Shirts (2)
Turtleneck and Dickey
Gloves
Velcro Inner Belt
Gas Mask
Riot Helmet and Shield
Duty Belt
Belt Keepers (4)
Holster (minimum Level 2 Retention)
Handcuffs (2) - (Chain or Hinged)
Magazine Pouch and Duty Ammunition
OC Spray (stream or foam) and OC Holster
Baton and Baton Holster
Radio Charger & Batteries (2)
Portable Radio
Radio Holster
Rechargeable Flashlight

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to Authorize and Approve a Transfer of Fiscal Year 2024-25 Funds for Negative Accounts	DEPARTMENT: Administration
DATE: April 9, 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 Approve <u>Ordinance 2766</u> , an Ordinance Amending Chapter 4, Article II of the Rantoul Code in Connection with Liquor Licenses	DEPARTMENT: Administration
DATE: April 9, 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: Motion to Approve <u>Ordinance 2767</u> , an Ordinance to Readopt, Ratify, and Reaffirm the License, Permit, and Service Fees, and Administrative Penalties Schedule with Amendments	DEPARTMENT: Administration
DATE: April 9, 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: Motion to Approve <u>Ordinance 2768</u> , an Ordinance Authorizing Power Sales Contract and Capacity Purchase Agreement with Illinois Municipal Electric Agency (Commencing on 10-01-35)	DEPARTMENT: Public Works
DATE: April 9, 2024	AMOUNT:
ATTACHMENTS: 1. 04-24-2768 Ordinance - Authorizing Power Sales Contract and Capacity Purchase Agreement with IMEA (10- 01-35) 2. IMEA Cover Letter 3. IMEA Contract Extension Talking Points 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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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



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.



**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: Motion to Approve <u>Ordinance 2769</u> , An Ordinance Amending the Official Zoning Map for 636-640 West Champaign Avenue	DEPARTMENT: Community Development
DATE: April 9, 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 Chris Milliken	VILLAGE ADMINISTRATOR Scott Eisenhauer

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.

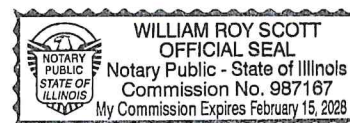
DATED this 24 day of March, 20 24.

[Signature] Manager
Applicant Signature

Applicant Signature

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

[Signature]
Notary Public



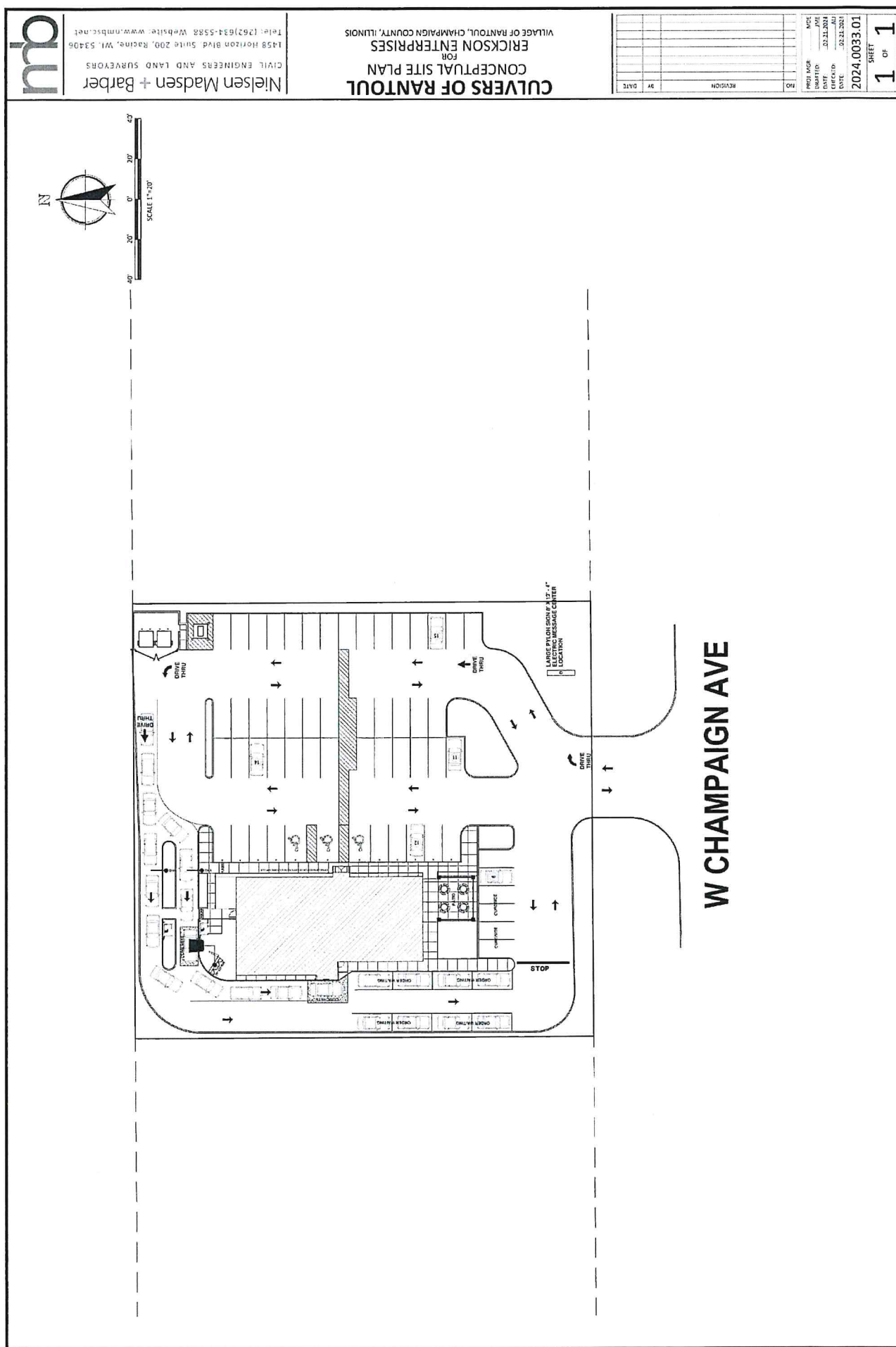


Exhibit 5

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 20-0 9-0 3-102-010, 20-09-0 3-102-023 and part of 20-0 9-03-102-0 24 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

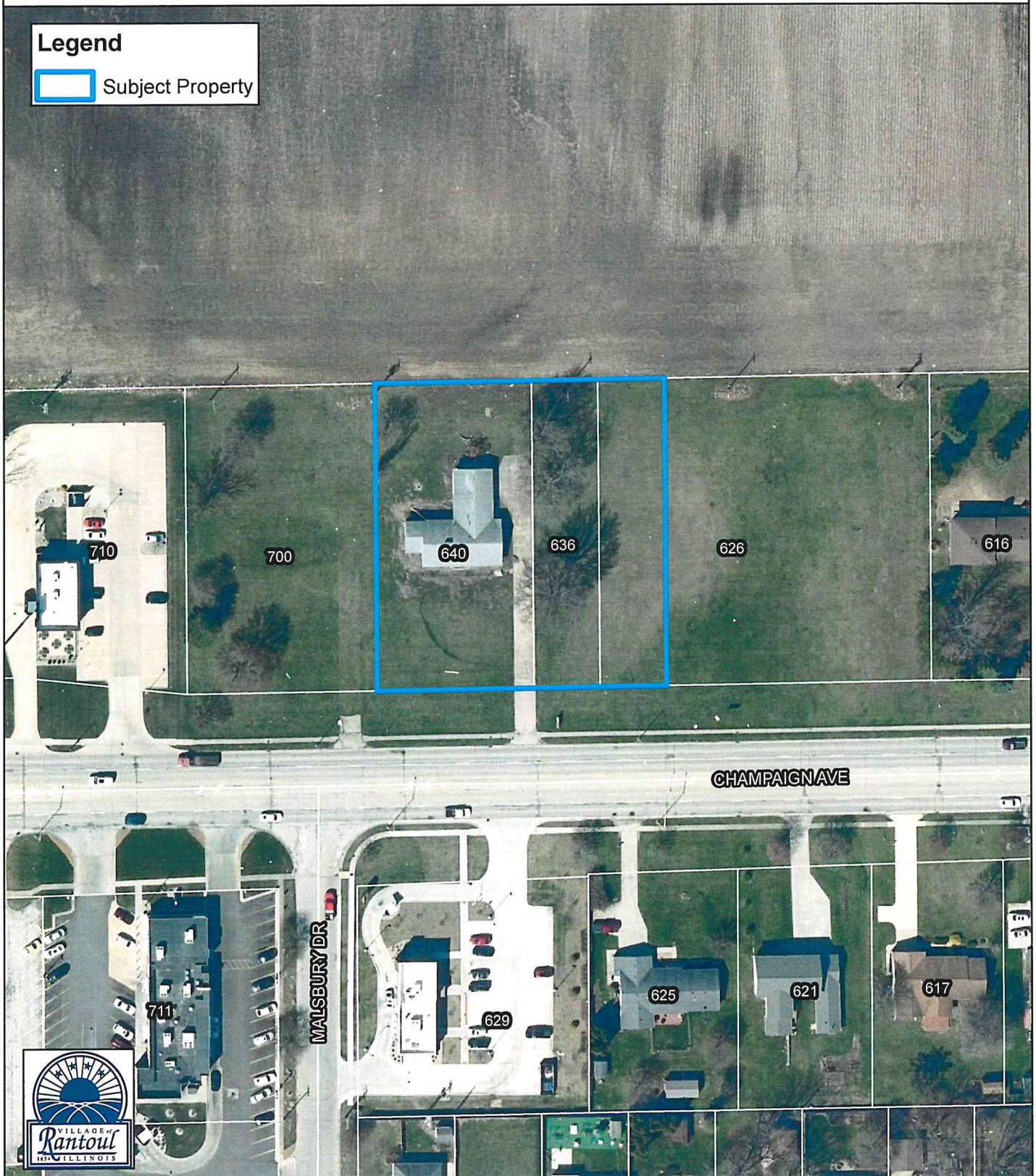
Aerial Acquired - Spring 2023

0 50 100 200 Feet

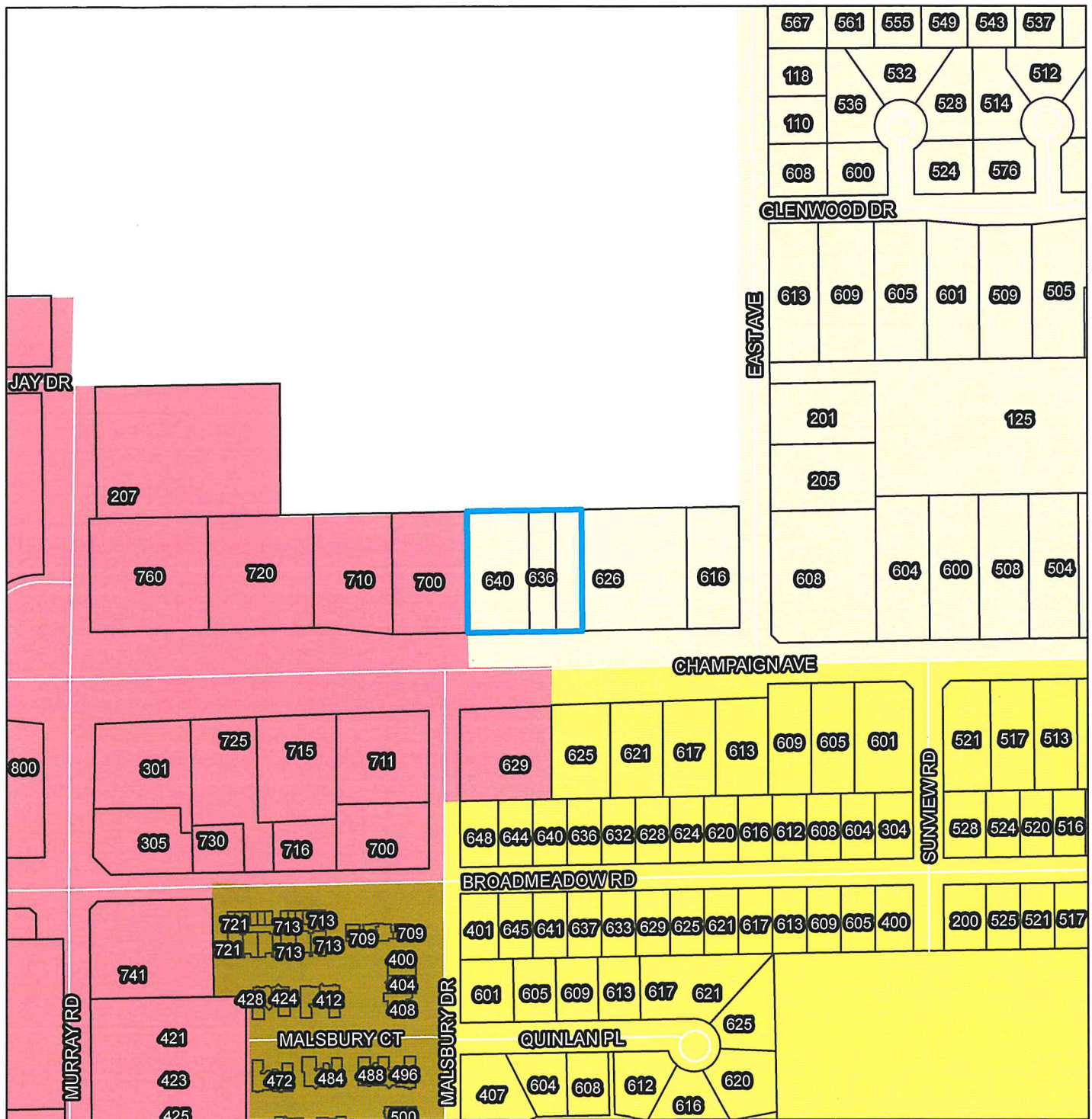


Legend

 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



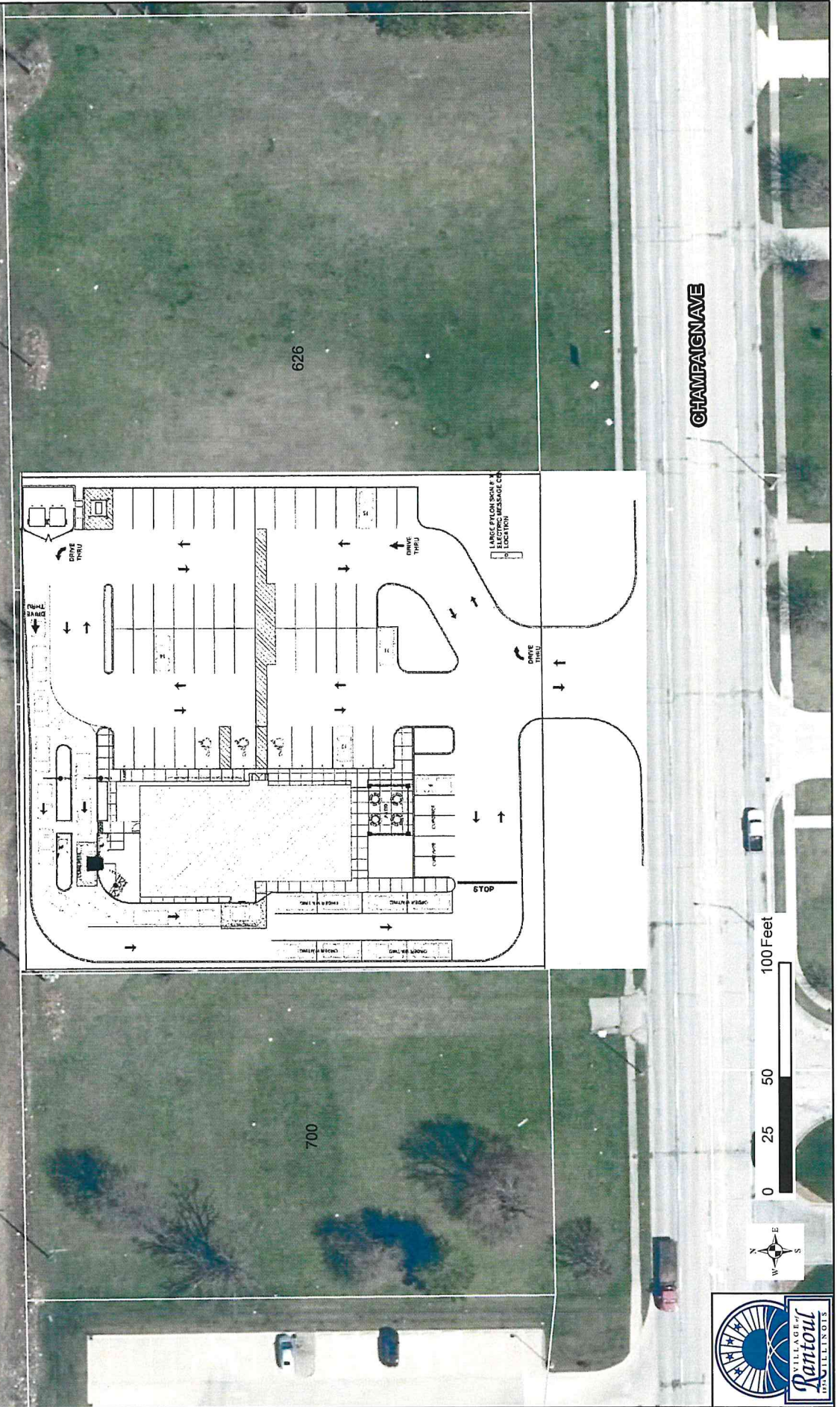
0 100 200 400 Feet

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: Motion to Approve <u>Ordinance 2770</u> , An Ordinance Approving the Annual Budget for Fiscal Year 2024-25	DEPARTMENT: Administration
DATE: April 9, 2024	AMOUNT:
ATTACHMENTS: 1. 04-24-2770 - Ordinance Approving the Annual Budget for FY2024-25 2. FY 24-25 Budget Summary	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

ORDINANCE 2770

AN ORDINANCE APPROVING THE ANNUAL BUDGET FOR FISCAL YEAR 2024-2025

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”), is a home rule unit pursuant to the provisions of Section 6, Article VII of the 1970 Constitution of the State of Illinois, and may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt; and

WHEREAS, the provisions of Section 8-2-9.1 through Section 8-2-9.10 of the Illinois Municipal Code (65 ILCS 5/8-2-9.1 through 5/8-2-9.10), as supplemented by the power and authority of the Village as a home rule unit, are effective in and for the Village, the same having been adopted on September 9, 1997 by the President and Board of Trustees (the “**Corporate Authorities**”) of the Village pursuant to Ordinance No. 1547, as supplemented and amended, including pursuant to Ordinance No. 1723, adopted on March 14, 2000 (now codified as Article II, entitled “Annual Budget”, of Chapter 14, entitled “Finance”, of the Code of Ordinances, Village of Rantoul, Illinois, the “**Annual Budget Provisions**”); and

WHEREAS, an annual budget for the fiscal year of the Village beginning May 1, 2024 and ending April 30, 2025, has been compiled in tentative form by the Budget Officer in accordance with the provisions of Section 14-30 of the Annual Budget Provisions (collectively, the “**Proposed Annual Budget**”); and

WHEREAS, such Proposed Annual Budget as compiled in tentative form was made conveniently available for public inspection by the Corporate Authorities of the Village at least ten (10) days prior to a public hearing on such Proposed Annual Budget; and

WHEREAS, a public hearing was duly held at 5:30pm on Tuesday, April 2, 2024, after due and proper notice of the availability for inspection of such Proposed Annual Budget and of such public hearing having been given by publication in the *News-Gazette*, a newspaper having a general circulation within the Village, on Wednesday, March 6, 2024, a date at least ten (10) days prior to the date of such public hearing; and

WHEREAS, the Corporate Authorities of the Village hereby desire to pass, approve and adopt the Proposed Annual Budget as compiled in tentative form by the Budget Officer, including as such Proposed Annual Budget in tentative form has subsequently been changed, modified and revised by the Budget Officer and the Corporate Authorities prior to the adoption of this Ordinance (the “**Annual Budget**”); and

WHEREAS, a true, complete and correct copy of such Annual Budget as so changed, modified and revised by the Budget Officer and the Corporate Authorities of the Village prior to the adoption of this Ordinance has been presented to and is now before the meeting of the Corporate Authorities at which this Ordinance is adopted.

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

Section 1. Passage, Approval and Adoption of Annual Budget. The Annual Budget be and the same is hereby passed, approved and adopted as the annual budget of and for the Village for the fiscal year beginning May 1, 2024 and ending April 30, 2025. The Annual Budget, as so passed, approved and adopted, shall be on file in the records of the Village Clerk with this Ordinance but any failure to do so shall not abrogate, diminish or impair its effect. In accordance with Section 8-2-9.4 of the Illinois Municipal Code (65 ILCS 5/8-2-9.4) and Section 14-29 of the Annual Budget Provisions, the passage, approval and adoption of the Annual Budget as provided in this Ordinance shall be in lieu of the passage of an appropriation ordinance as required by Section 8-2-9 of the Illinois Municipal Code (65 ILCS 5/8-2-9).

Section 2. Adjustment for Encumbrances. The Village Comptroller is hereby authorized to adjust the Annual Budget for the purposes of increasing any applicable expenditure by the amount of any encumbrance outstanding as of April 30, 2024.

Section 3. Severability. If any estimated revenues or authorized expenditures contained in the Annual Budget as passed, approved and adopted by this Ordinance is for any reason held invalid or unconstitutional for any reason whatsoever by a court of competent jurisdiction, the remainder of the Annual Budget, including as such Annual Budget may subsequently be supplemented and amended from time to time, shall not be affected thereby.

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 special meeting held 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

STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN) SS.
VILLAGE OF RANTOUL)

CERTIFICATION OF ORDINANCE

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

I do further certify that the attached constitutes a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 9th day of April, 2024, insofar as same relates to the adoption of Ordinance No. 2770, entitled:

**AN ORDINANCE APPROVING THE ANNUAL BUDGET FOR
FISCAL YEAR 2024-2025**

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Rantoul, Champaign County, Illinois, this 9th day of April, 2024.

(SEAL)

Village Clerk

FY 24-25 BUDGET INFORMATION

	FY 24 Adjusted	FY 25 Proposed		
	Budget	Budget	Difference	
REVENUE	18,251,361	15,423,304	(2,828,057)	-15.50%
0110 Administration				
10 Personnel Services	182,250	183,942	1,692	0.93%
20 Employee Benefits	49,255	50,920	1,665	3.38%
30 Purch Professional Service	0	0	0	0.00%
40 Purchase Prop Serv	100	100	0	0.00%
50 Other Purchased Services	23,950	19,310	(4,640)	-19.37%
60 Supplies	400	300	(100)	-25.00%
70 Property & Equip-Non Fixed	0	0	0	0.00%
80 Other	1,000	2,000	1,000	100.00%
TOTAL EXPENSES	256,955	256,572	(383)	-0.15%
0112 Elected Officials				
10 Personnel Services	81,700	81,700	0	0.00%
20 Employee Benefits	9,050	9,175	125	1.38%
30 Purch Professional Service	0	0	0	0.00%
50 Other Purchased Services	31,585	31,395	(190)	-0.60%
60 Supplies	0	0	0	0.00%
80 Other	2,000	2,500	500	25.00%
TOTAL EXPENSES	124,335	124,770	435	0.35%
0120 Comptroller				
10 Personnel Services	306,627	238,985	(67,642)	-22.06%
20 Employee Benefits	83,010	64,700	(18,310)	-22.06%
30 Purch Professional Service	4,050	4,050	0	0.00%
50 Other Purchased Services	21,251	14,550	(6,701)	-31.53%
60 Supplies	150	150	0	0.00%
70 Property & Equip-Non Fixed	2,600	2,500	(100)	-3.85%
80 Other	4,000	2,500	(1,500)	-37.50%
TOTAL EXPENSES	421,688	327,435	(94,253)	-22.35%
0130 Human Resources				
10 Personnel Services	69,315	70,760	1,445	2.08%
20 Employee Benefits	19,155	18,615	(540)	-2.82%
30 Purch Professional Service	7,000	8,000	1,000	14.29%
50 Other Purchased Services	5,829	36,500	30,671	526.18%
60 Supplies	300	250	(50)	-16.67%
80 Other	200	200	0	0.00%
TOTAL EXPENSES	101,799	134,325	32,526	31.95%

FY 24-25 BUDGET INFORMATION

	FY 24 Adjusted	FY 25 Proposed		
	Budget	Budget	Difference	
0160 General Government				
30 Purch Professional Service	443,097	486,396	43,299	9.77%
40 Purchase Prop Serv	453,613	493,180	39,567	8.72%
50 Other Purchased Services	342,822	365,600	22,778	6.64%
60 Supplies	34,000	29,500	(4,500)	-13.24%
70 Property & Equip-Non Fixed	4,000	2,000	(2,000)	-50.00%
75 Prop & Equip-Fixed Asset	6,962,507	4,012,806	(2,949,701)	-42.37%
80 Other	193,404	189,845	(3,559)	-1.84%
Transfer out	272,000	115,000	(157,000)	-57.72%
TOTAL EXPENSES	8,705,443	5,694,327	(3,011,116)	-34.59%
0210 Recreation-Administration				
10 Personnel Services	215,147	319,203	104,056	48.37%
20 Employee Benefits	65,355	89,933	24,578	37.61%
30 Purch Professional Service	900	0	(900)	-100.00%
40 Purchase Prop Serv	43,750	44,950	1,200	2.74%
50 Other Purchased Services	28,000	24,500	(3,500)	-12.50%
60 Supplies	500	500	0	0.00%
70 Prop & Equip	12,000	10,000	(2,000)	-16.67%
80 Other	2,072	2,350	278	13.42%
TOTAL EXPENSES	367,724	491,436	123,712	33.64%
0225 Recreation-Aquatic Center				
10 Personnel Services	158,166	157,720	(446)	-0.28%
20 Employee Benefits	18,280	18,700	420	2.30%
40 Purchase Prop Serv	41,500	52,500	11,000	26.51%
50 Other Purchased Services	5,950	4,150	(1,800)	-30.25%
60 Supplies	41,476	54,000	12,524	30.20%
70 Property & Equip-Non Fixed	14,250	11,500	(2,750)	-19.30%
75 Prop & Equip-Fixed Asset	10,000	0	(10,000)	-100.00%
80 Other	15,734	16,600	866	5.50%
TOTAL EXPENSES	305,356	315,170	9,814	3.21%

FY 24-25 BUDGET INFORMATION

	FY 24 Adjusted	FY 25 Proposed		
	Budget	Budget	Difference	
0227 Recreation-Forum				
10 Personnel Services	151,680	153,155	1,475	0.97%
20 Employee Benefits	24,320	24,300	(20)	-0.08%
40 Purchase Prop Serv	67,600	64,000	(3,600)	-5.33%
50 Other Purchased Services	32,000	32,500	500	1.56%
60 Supplies	8,000	8,000	0	0.00%
70 Property & Equip-Non Fixed	29,100	50,000	20,900	71.82%
75 Prop & Equip-Fixed Asset	35,000	0	(35,000)	-100.00%
80 Other	468	500	32	6.84%
TOTAL EXPENSES	348,168	332,455	(15,713)	-4.51%
0228 Recreation-Youth Center				
10 Personnel Services	141,600	154,800	13,200	9.32%
20 Employee Benefits	26,245	34,800	8,555	32.60%
40 Purchase Prop Serv	39,740	45,000	5,260	13.24%
50 Other Purchased Services	15,000	15,000	0	0.00%
60 Supplies	2,750	3,000	250	9.09%
70 Property & Equip-Non Fixed	0	113,112	113,112	113112.00%
80 Other	3,600	3,700	100	2.78%
TOTAL EXPENSES	228,935	369,412	140,477	61.36%
0229 Recreation-Campgrounds				
10 Personnel Services	20,000		(20,000)	-100.00%
20 Employee Benefits	2,000		(2,000)	-100.00%
40 Purchase Prop Serv	47,500		(47,500)	-100.00%
75 Prop & Equip-Fixed Asset	0		0	0.00%
TOTAL EXPENSES	69,500		(69,500)	-100.00%
0230 Recreation-Parks Maintenance				
10 Personnel Services	338,477	334,175	(4,302)	-1.27%
20 Employee Benefits	74,645	79,700	5,055	6.77%
40 Purchase Prop Serv	110,000	110,000	0	0.00%
50 Other Purchased Services	720	1,300	580	80.56%
60 Supplies	44,300	42,500	(1,800)	-4.06%
70 Property & Equip-Non Fixed	0	0	0	0.00%
75 Prop & Equip-Fixed Asset	389,684	100,000	(289,684)	-74.34%
80 Other	0	0	0	0.00%
TOTAL EXPENSES	957,826	667,675	(290,151)	-30.29%

FY 24-25 BUDGET INFORMATION

	FY 24 Adjusted	FY 25 Proposed		
	Budget	Budget	Difference	
0250 Recreation-Parks Programs				
10 Personnel Services	99,947	71,000	(28,947)	-28.96%
20 Employee Benefits	16,625	6,925	(9,700)	-58.35%
40 Purchase Prop Serv	0	0	0	0.00%
50 Other Purchased Services	13,500	13,500	0	0.00%
60 Supplies	57,500	65,000	7,500	13.04%
75 Prop & Equip-Fixed Asset	0	0	0	0.00%
80 Other	5,000	5,000	0	0.00%
TOTAL EXPENSES	192,572	161,425	(31,147)	-16.17%
0332 Building				
10 Personnel Services	320,211	317,838	(2,373)	-0.74%
20 Employee Benefits	101,750	106,175	4,425	4.35%
30 Purch Professional Service	20,000	17,500	(2,500)	-12.50%
40 Purchase Prop Serv	6,000	6,000	0	0.00%
50 Other Purchased Services	7,500	6,500	(1,000)	-13.33%
60 Supplies	4,700	5,200	500	10.64%
70 Property & Equip-Non Fixed	1,150	1,150	0	0.00%
75 Prop & Equip-Fixed Asset	0	0	0	0.00%
80 Other	0	0	0	0.00%
TOTAL EXPENSES	461,311	460,363	(948)	-0.21%
0510 Police Administration				
10 Personnel Services	3,493,383	3,634,285	140,902	4.03%
20 Employee Benefits	724,725	723,744	(981)	-0.14%
30 Purch Professional Service	496,500	691,100	194,600	39.19%
40 Purchase Prop Serv	96,300	84,300	(12,000)	-12.46%
50 Other Purchased Services	110,700	140,111	29,411	26.57%
60 Supplies	129,589	81,290	(48,299)	-37.27%
70 Property & Equip-Non Fixed	73,000	57,000	(16,000)	-21.92%
75 Prop & Equip-Fixed Asset	10,000	60,000	50,000	500.00%
80 Other	775,053	3,889	(771,164)	-99.50%
TOTAL EXPENSES	5,909,250	5,475,719	(433,531)	-7.34%

FY 24-25 BUDGET INFORMATION

	FY 24 Adjusted	FY 25 Proposed		
	Budget	Budget	Difference	
0530 Police ESDA				
10 Personnel Services	0	0	0	0.00%
20 Employee Benefits	0	0	0	0.00%
30 Purch Professional Service	1,500	1,500	0	0.00%
40 Purchase Prop Serv	3,000	3,000	0	0.00%
50 Other Purchased Services	200	200	0	0.00%
75 Prop & Equip-Fixed Asset	0	-	0	0.00%
TOTAL EXPENSES	4,700	4,700	0	0.00%
0610 Fire & Police Commission				
10 Personnel Services	1,000	1,000	0	0.00%
20 Employee Benefits	100	100	0	0.00%
30 Purch Professional Service	5,000	5,000	0	0.00%
50 Other Purchased Services	4,000	4,000	0	0.00%
60 Supplies	2,500	2,500	0	0.00%
TOTAL EXPENSES	12,600	12,600	0	0.00%
0710 Fire Administration				
10 Personnel Services	190,000	200,000	10,000	5.26%
20 Employee Benefits	27,100	24,800	(2,300)	-8.49%
30 Purch Professional Service	2,350	2,300	(50)	-2.13%
40 Purchase Prop Serv	108,850	104,250	(4,600)	-4.23%
50 Other Purchased Services	80,500	69,300	(11,200)	-13.91%
60 Supplies	62,450	60,500	(1,950)	-3.12%
70 Property & Equip-Non Fixed	16,500	26,000	9,500	57.58%
80 Other	102,824	102,324	(500)	-0.49%
TOTAL EXPENSES	590,574	589,474	(1,100)	-0.19%

FY 24-25 BUDGET INFORMATION

	FY 24 Adjusted	FY 25 Proposed		
	Budget	Budget	Difference	
GENERAL FUND EXP.	19,058,736	15,417,858	(3,640,878)	-19.10%
SURPLUS/(DEFICIT)	(807,375)	5,446	812,821	-100.67%
TOTAL CORPORATE FUND EXPENDITURES BY DEPARTMENT				
21% ADMINISTRATION	9,610,220	6,537,429	(3,072,791)	-31.97%
27% RECREATION	2,470,081	2,337,573	(132,508)	-5.36%
6% COMMUNITY PLANNING	461,311	460,363	(948)	-0.21%
42% POLICE	5,913,950	5,480,419	(433,531)	-7.33%
0% FIRE AND POLICE COMM	12,600	12,600	-	0.00%
4% FIRE	590,574	589,474	(1,100)	-0.19%
	19,058,736	15,417,858	(3,640,878)	-19.10%
10 Personnel Services	5,769,503	5,918,563	149,060	2.58%
20 Employee Benefits	1,241,615	1,252,587	10,972	0.88%
30 Purch Professional Service	980,397	1,215,846	235,449	24.02%
40 Purchase Prop Serv	1,017,953	1,007,280	(10,673)	-1.05%
50 Other Purchased Services	723,507	778,416	54,909	7.59%
60 Supplies	388,615	352,690	(35,925)	-9.24%
70 Property & Equip-Non Fixed	152,600	273,262	120,662	79.07%
75 Property & Equip-Fixed	7,407,191	4,172,806	(3,234,385)	-43.67%
80 Other	1,105,355	331,408	(773,947)	-70.02%
Transfer	272,000	115,000	(157,000)	-57.72%
TOTAL	19,058,736	15,417,858	(3,640,878)	-19.10%

FY 24-25 BUDGET INFORMATION

FY 24 Adjusted FY 25 Proposed

	Budget	Budget	Difference	
205 Motor Fuel Tax				
REVENUE	504,720	517,449	12,729	2.52%
30 Purch Professional Service	0	0	0	0.00%
75 Prop & Equip-Fixed Asset	0	0	0	0.00%
80 Other	0	0	0	0.00%
90 Transfer out	0	0	0	0.00%
92 Intergovernmental	225,000	225,000	0	0.00%
TOTAL EXPENDITURES	225,000	225,000	0	0.00%
SURPLUS/(DEFICIT)	279,720	292,449	12,729	4.55%

206 Local Motor Fuel Tax				
REVENUE	300,100	300,100	0	0.00%
30 Purch Professional Service	202,472	176,541	(25,931)	-12.81%
70 Property & Equip-Non Fixed	4,599	4,599	0	0.00%
75 Prop & Equip-Fixed Asset	0	62,000	62,000	62000.00%
80 Other	183,490	185,176	1,686	0.92%
90 Transfer out	0	0	0	0.00%
96 Intergovernmental	0	0	0	0.00%
TOTAL EXPENDITURES	390,561	428,316	37,755	9.67%
SURPLUS/(DEFICIT)	(90,461)	(128,216)	(37,755)	41.74%

208 Economic Development				
REVENUE	405,000	3,165,000	2,760,000	681.48%
10 Personnel Services	98,530	103,190	4,660	4.73%
20 Employee Benefits	31,450	33,650	2,200	7.00%
30 Purch Professional Service	35,483	37,306	1,823	5.14%
50 Other Purchased Services	8,700	5,000	(3,700)	-42.53%
60 Supplies	350	400	50	14.29%
70 Property & Equip-Non Fixed	1,600	1,500	(100)	-6.25%
75 Prop & Equip-Fixed Asset	255,000	2,825,000	2,570,000	1007.84%
80 Other	13,887	128,000	114,113	821.73%
TOTAL EXPENDITURES	445,000	3,134,046	2,689,046	604.28%
SURPLUS/(DEFICIT)	(40,000)	30,954	70,954	-177.39%

FY 24-25 BUDGET INFORMATION

FY 24 Adjusted FY 25 Proposed

	Budget	Budget	Difference	
210 Micro Loan				
REVENUE	4,200	5,500	1,300	30.95%
30 Purch Professional Service	4,000	1,000	(3,000)	-75.00%
80 Other	20,000	25,000	5,000	25.00%
TOTAL EXPENDITURES	24,000	26,000	2,000	8.33%
SURPLUS/(DEFICIT)	(19,800)	(20,500)	(700)	3.54%

214 TIF #2				
REVENUE	535,000	928,000	393,000	73.46%
30 Purch Professional Service	20,000	20,961	961	4.81%
50 Other purch services	0	0	0	0.00%
80 Other	360,000	367,000	7,000	1.94%
90 Transfer out	15,000	15,000	0	0.00%
TOTAL EXPENDITURES	395,000	402,961	7,961	2.02%
SURPLUS/(DEFICIT)	140,000	525,039	385,039	275.03%

216 TIF #3				
REVENUE	1,225,500	1,100,500	(125,000)	-10.20%
30 Purch Professional Service	41,500	14,523	(26,977)	-65.00%
40 Purchase Prop Serv	0	0	0	0.00%
80 Other	954,950	958,800	3,850	0.40%
90 Transfer out	241,317	241,317	0	0.00%
TOTAL EXPENDITURES	1,237,767	1,214,640	(23,127)	-1.87%
SURPLUS/(DEFICIT)	(12,267)	(114,140)	(101,873)	830.46%

218 TIF #4				
REVENUE	95,010	109,020	14,010	14.75%
30 Purch Professional Service	1,000	1,047	47	4.70%
40 Purchase Prop Serv	0	0	0	0.00%
80 Other	0	40,000	40,000	40000.00%
90 Transfer out	15,000	15,000	0	0.00%
TOTAL EXPENDITURES	16,000	56,047	40,047	250.29%
SURPLUS/(DEFICIT)	79,010	52,973	(26,037)	-32.95%

FY 24-25 BUDGET INFORMATION

FY 24 Adjusted FY 25 Proposed

	Budget	Budget	Difference	
221 Special Police Fund				
221 REVENUE	16,050	9,025	(7,025)	-43.77%
30 Purch Professional Service	0	0	0	0.00%
50 Other Purchased Services	0	0	0	0.00%
70 Property & Equip-Non Fixed	4,000	4,000	0	0.00%
80 Other	0	0	0	0.00%
TOTAL EXPENDITURES	4,000	4,000	0	0.00%
SURPLUS/(DEFICIT)	12,050	5,025	(7,025)	-58.30%
254 EDA RLF				
REVENUE	21,000	22,750	1,750	8.33%
30 Purch Professional Service	0	0	0	0.00%
50 Other purchased services	0	0	0	0.00%
70 Property & Equip-Non Fixed	0	0	0	0.00%
	0	0	0	0.00%
SURPLUS/(DEFICIT)	21,000	22,750	1,750	8.33%
277 Community Development				
REVENUE	600,168	543,872	(56,296)	-9.38%
10 Personnel Services	41,220	43,000	1,780	4.32%
20 Employee Benefits	24,834	21,783	(3,051)	-12.29%
30 Purch Professional Service	15,464	8,385	(7,079)	-45.78%
40 Purchase	210,000	175,000	(35,000)	-16.67%
50 Other Purchased Services	8,000	6,500	(1,500)	-18.75%
60 Supplies	650	400	(250)	-38.46%
70 Property & Equip-Non Fixed	0	0	0	0.00%
75 Prop & Equip-Fixed Asset	250,000	250,000	0	0.00%
80 Other	50,000	30,000	(20,000)	-40.00%
TOTAL EXPENDITURES	600,168	535,068	(65,100)	-10.85%
SURPLUS/(DEFICIT)	0	8,804	8,804	8804.00%

FY 24-25 BUDGET INFORMATION

FY 24 Adjusted FY 25 Proposed

	Budget	Budget	Difference	
307 Corporate Restricted Resv				
REVENUE	200	50	(150)	-75.00%
30 Purch Professional Service	0	0	0	0.00%
70 Property & Equip-Non Fixed	30,000	0	(30,000)	-100.00%
75 Prop & Equip-Fixed Asset	530,448	0	(530,448)	-100.00%
TOTAL EXPENDITURES	560,448	0	(560,448)	-100.00%
SURPLUS/(DEFICIT)	(560,248)	50	560,298	-100.01%

310 Illinois First Veterans				
REVENUE	5	5	0	0.00%

401 Debt Service Fund				
REVENUE	0	794,003	794,003	794003.00%
80 Other	0	773,504	773,504	773504.00%
TOTAL EXPENDITURES	0	773,504	773,504	773504.00%
SURPLUS/(DEFICIT)	0	20,499	20,499	20499.00%

510 Sports Complex				
REVENUE	1,473,068	1,616,000	142,932	9.70%
10 Personnel Services	376,960	393,238	16,278	4.32%
20 Employee Benefits	72,350	87,400	15,050	20.80%
30 Purch Professional Service	31,023	18,186	(12,837)	-41.38%
40 Purchase Prop Serv	74,900	88,000	13,100	17.49%
50 Other Purchased Services	106,076	112,400	6,324	5.96%
60 Supplies	40,421	36,000	(4,421)	-10.94%
70 Property & Equip-Non Fixed	7,500	7,500	0	0.00%
75 Prop & Equip-Fixed Asset	92,419	0	(92,419)	0.00%
80 Other	821,568	863,068	41,500	5.05%
TOTAL EXPENDITURES	1,623,217	1,605,792	(17,425)	-1.07%
SURPLUS/(DEFICIT)	(150,149)	10,208	160,357	-106.80%

FY 24-25 BUDGET INFORMATION

FY 24 Adjusted FY 25 Proposed

	Budget	Budget	Difference	
515 Landfill				
REVENUE	0	0	0	0.00%
80 Other	142	0	(142)	-100.00%
TOTAL EXPENDITURES	142	0	(142)	-100.00%
SURPLUS/(DEFICIT)	(142)	0	142	-100.00%

520 Garbage				
REVENUE	617,577	843,758	226,181	36.62%
30 Purch Professional Service	641,707	701,572	59,865	9.33%
40 Purchase Prop Serv	500	0	(500)	-100.00%
50 Other Purchased Services	500	0	(500)	-100.00%
60 Supplies	50	0	(50)	-100.00%
80 Other	5,000	0	(5,000)	-100.00%
90 Transfer out	30,000	0	(30,000)	-100.00%
TOTAL EXPENDITURES	677,757	701,572	23,815	3.51%
SURPLUS/(DEFICIT)	(60,180)	142,186	202,366	-336.27%

527 Gas				
REVENUE	1,555,970	1,653,620	97,650	6.28%
10 Personnel Services	320,108	331,307	11,199	3.50%
20 Employee Benefits	89,327	110,244	20,917	23.42%
30 Purch Professional Service	42,800	44,482	1,682	3.93%
40 Purchase Prop Serv	18,572	17,856	(716)	-3.86%
60 Supplies	918,831	990,000	71,169	7.75%
75 Prop & Equip-Fixed Asset	112,500	60,000	(52,500)	-46.67%
80 Other	2,000	2,000	0	0.00%
90 Transfer out	77,900	77,900	0	0.00%
TOTAL EXPENDITURES	1,582,038	1,633,789	51,751	3.27%
SURPLUS/(DEFICIT)	(26,068)	19,831	45,899	-176.07%

FY 24-25 BUDGET INFORMATION

FY 24 Adjusted FY 25 Proposed

	Budget	Budget	Difference	
535 Water				
REVENUE	2,894,713	3,208,941	314,228	10.86%
10 Personnel Services	549,543	472,373	(77,170)	-14.04%
20 Employee Benefits	166,437	132,114	(34,323)	-20.62%
30 Purch Professional Service	630,270	518,313	(111,957)	-17.76%
40 Purchase Prop Serv	250,536	276,236	25,700	10.26%
50 Other Purchased Services	0	0	0	0.00%
60 Supplies	512,499	507,500	(4,999)	-0.98%
75 Prop & Equip-Fixed Asset	1,526,196	575,000	(951,196)	-62.32%
80 Other	520,501	512,844	(7,657)	-1.47%
90 Transfer out	400,803	400,803	0	0.00%
TOTAL EXPENDITURES	4,556,785	3,395,183	(1,161,602)	-25.49%
SURPLUS/(DEFICIT)	(1,662,072)	(186,242)	1,475,830	-88.79%

536 Waste Water				
REVENUE	3,676,271	3,892,197	215,926	5.87%
10 Personnel Services	442,443	435,219	(7,224)	-1.63%
20 Employee Benefits	157,109	123,640	(33,469)	-21.30%
30 Purch Professional Service	747,111	682,369	(64,742)	-8.67%
40 Purchase Prop Serv	931,115	796,517	(134,598)	-14.46%
50 Other Purchased Services	4,152	4,500	348	8.38%
60 Supplies	296,000	321,000	25,000	8.45%
70 Property & Equip-Non Fixed	0	0	0	0.00%
75 Prop & Equip-Fixed Asset	145,507	100,000	(45,507)	-31.27%
80 Other	841,116	774,130	(66,986)	-7.96%
90 Transfer out	250,000	250,000	0	0.00%
TOTAL EXPENDITURES	3,814,553	3,487,375	(327,178)	-8.58%
SURPLUS/(DEFICIT)	(138,282)	404,822	543,104	-392.75%

FY 24-25 BUDGET INFORMATION

FY 24 Adjusted FY 25 Proposed

	Budget	Budget	Difference	
541 Electric				
REVENUE	20,327,664	20,849,730	522,066	2.57%
10 Personnel Services	1,656,132	2,049,419	393,287	23.75%
20 Employee Benefits	388,523	476,270	87,747	22.58%
30 Purch Professional Service	2,524,676	2,595,796	71,120	2.82%
40 Purchase Prop Serv	813,989	542,628	(271,361)	-33.34%
50 Other Purchased Services	2,614	2,614	0	0.00%
60 Supplies	13,168,051	13,098,557	(69,494)	-0.53%
70 Property & Equip-Non Fixed	425,702	400,000	(25,702)	-6.04%
75 Prop & Equip-Fixed Asset	1,794,712	4,103,348	2,308,636	128.64%
80 Other	116,409	131,945	15,536	13.35%
90 Transfer out	761,979	761,979	0	0.00%
TOTAL EXPENDITURES	21,652,787	24,162,556	2,509,769	11.59%
SURPLUS/(DEFICIT)	(1,325,123)	(3,312,826)	(1,987,703)	150.00%

551 Storm Water Drainage				
REVENUE	940,659	979,168	38,509	4.09%
30 Purch Professional Service	436,500	333,701	(102,799)	-23.55%
60 Supplies	0	0	0	0.00%
70 Property & Equip-Non Fixed	0	0	0	0.00%
75 Prop & Equip-Fixed Asset	200,000	350,000	150,000	75.00%
80 Other	251,839	250,457	(1,382)	-0.55%
90 Transfer out	15,000	15,000	0	0.00%
TOTAL EXPENDITURES	903,339	949,158	45,819	5.07%
SURPLUS/(DEFICIT)	37,320	30,010	(7,310)	-19.59%

FY 24-25 BUDGET INFORMATION

FY 24 Adjusted FY 25 Proposed

	Budget	Budget	Difference	
582 Airport				
REVENUE	983,646	811,965	(171,681)	-17.45%
10 Personnel Services	36,840	36,655	(185)	-0.50%
20 Employee Benefits	19,741	11,198	(8,543)	-43.28%
30 Purch Professional Service	308,469	62,776	(245,693)	-79.65%
40 Purchase Prop Serv	286,333	274,038	(12,295)	-4.29%
50 Other Purchased Services	106,356	106,356	0	0.00%
60 Supplies	57,050	77,050	20,000	35.06%
70 Property & Equip-Non Fixed	0	0	0	0.00%
75 Prop & Equip-Fixed Asset	559,000	143,430	(415,570)	-74.34%
80 Other	79,281	53,128	(26,153)	-32.99%
90 Transfer out	40,000	40,000	0	0.00%
TOTAL EXPENDITURES	1,493,070	804,631	(688,439)	-46.11%
SURPLUS/(DEFICIT)	(509,424)	7,334	516,758	-101.44%

585 Chanute EDC				
REVENUE	474,208	254,000	(220,208)	-46.44%
10 Personnel Services	32,053	31,905	(148)	-0.46%
20 Employee Benefits	9,846	10,465	619	6.29%
30 Purch Professional Service	31,067	17,962	(13,105)	-42.18%
40 Purchase Prop Serv	245,380	227,799	(17,581)	-7.16%
50 Other Purchased Services	41,362	16,052	(25,310)	-61.19%
60 Supplies	500	500	0	0.00%
75 Prop & Equip-Fixed Asset	0	160,000	160,000	160000.00%
80 Other	83,065	79,724	(3,341)	-4.02%
90 Transfer out	24,000	24,000	0	0.00%
TOTAL EXPENDITURES	467,273	568,407	101,134	21.64%
SURPLUS/(DEFICIT)	6,935	(314,407)	(321,342)	-4633.63%

FY 24-25 BUDGET INFORMATION

FY 24 Adjusted FY 25 Proposed

	Budget	Budget	Difference	
604 Public Works Admin				
REVENUE	3,848,074	4,012,120	164,046	4.26%
10 Personnel Services	1,706,689	1,779,543	72,854	4.27%
20 Employee Benefits	481,307	483,627	2,320	0.48%
30 Purch Professional Service	649,640	461,898	(187,742)	-28.90%
40 Purchase Prop Serv	135,601	145,865	10,264	7.57%
50 Other Purchased Services	456,274	486,199	29,925	6.56%
60 Supplies	388,220	394,163	5,943	1.53%
70 Property & Equip-Non Fixed	150,000	150,000	0	0.00%
75 Prop & Equip-Fixed Asset	1,831,014	1,375,000	(456,014)	-24.90%
80 Other	459	479	20	4.36%
TOTAL EXPENDITURES	5,799,204	5,276,774	(522,430)	-9.01%
SURPLUS/(DEFICIT)	(1,951,130)	(1,264,654)	686,476	-35.18%

618 Information Management Services				
REVENUE	414,231	500,692	86,461	20.87%
10 Personnel Services	143,246	184,769	41,523	28.99%
20 Employee Benefits	31,050	45,289	14,239	45.86%
30 Purch Professional Service	175,378	205,810	30,432	17.35%
40 Purchase Prop Serv	5,555	9,143	3,588	64.59%
50 Other Purchased Services	10,500	10,500	-	0.00%
60 Supplies	9,500	12,000	2,500	26.32%
70 Property & Equip-Non Fixed	39,000	19,000	(20,000)	-51.28%
75 Prop & Equip-Fixed Asset	14,000	20,000	6,000	42.86%
80 Other	0	0	0	0.00%
TOTAL EXPENDITURES	428,229	506,511	78,282	18.28%
SURPLUS/(DEFICIT)	(13,998)	(5,819)	8,179	-58.43%

FY 24-25 BUDGET INFORMATION

FY 24 Adjusted FY 25 Proposed

	Budget	Budget	Difference	
619 Central Maintenance				
REVENUE	650,507	656,350	5,843	0.90%
10 Personnel Services	272,308	280,108	7,800	2.86%
20 Employee Benefits	75,032	77,000	1,968	2.62%
30 Purch Professional Service	9,466	11,129	1,663	17.57%
40 Purchase Prop Serv	246,120	217,077	(29,043)	-11.80%
50 Other Purchased Services	11,526	1,000	(10,526)	-91.32%
60 Supplies	30,050	33,050	3,000	9.98%
70 Property & Equip-Non Fixed	8,600	15,600	7,000	81.40%
75 Prop & Equip-Fixed Asset	0	85,000	85,000	85000.00%
80 Other	0	0	0	0.00%
90 Transfer out	20,000	20,000	0	0.00%
TOTAL EXPENDITURES	673,102	739,964	66,862	9.93%
SURPLUS/(DEFICIT)	(22,595)	(83,614)	(61,019)	270.06%

721 FIREFIGHTER'S FUND				
REVENUE	25,010	-	(25,010)	-100.00%
20 Employee Benefits	0	0	0	0.00%
30 Purch Professional Service	0	0	0	0.00%
50 Other Purchased Services	0	0	0	0.00%
60 Supplies	15,000	16,646	1,646	10.97%
70 Property & Equip-Non Fixed	3,734	0	(3,734)	-100.00%
75 Prop & Equip Fixed Asset	10,000	0	(10,000)	-100.00%
TOTAL EXPENDITURES	28,734	16,646	(12,088)	-42.07%
SURPLUS/(DEFICIT)	(3,724)	(16,646)	(12,922)	346.99%

FY 24-25 BUDGET INFORMATION

FY 24 Adjusted FY 25 Proposed

	Budget	Budget	Difference	
751 LIBRARY				
REVENUE	0	0	0	0.00%
10 Personnel Services	0	0	0	0.00%
20 Employee Benefits	0	0	0	0.00%
TOTAL EXPENDITURES	0	0	0	0.00%
SURPLUS/(DEFICIT)	0	0	0	0.00%

Total Revenue	57,011,855	62,197,119	5,185,264	9.10%
Total Expenditures	66,656,910	66,065,798	(591,112)	-0.89%
SURPLUS/(DEFICIT)	(9,645,055)	(3,868,679)	5,776,376	-59.89%

VILLAGE OF RANTOUL
FY 2020-21 BUDGET SUMMARY

	<u>REVENUE</u>			<u>EXPENSES</u>			<u>OPERATING EXCLUDED CAPITAL FY 20-21 SURPLUS/ (DEFICIT)</u>	<u>CAPITAL INCLUDED FY 20-21 SURPLUS/ (DEFICIT)</u>
	FY 19-20 ADMIN LEVEL BUDGET	FY 20-21 BOARD LEVEL BUDGET	% CHANGE	FY 19-20 ADMIN LEVEL BUDGET	FY 20-21 BOARD LEVEL BUDGET	% CHANGE		
GENERAL CORPORATE (001)	\$10,717,482	\$10,999,067	2.63%	\$10,697,246	\$11,168,844	4.41%	(\$169,777)	(\$169,777)
				Revenue received in FY 2020 Surplus			\$180,000	\$180,000
							\$10,223	\$10,223
<u>SPECIAL REVENUE FUNDS</u>								
MOTOR FUEL TAX (205)	\$330,544	\$550,084	66.42%	\$431,011	\$225,000	-47.80%	\$325,084	\$325,084
LOCAL MFT (206)	\$360,800	\$360,100	-0.19%	\$429,731	\$384,249	-10.58%	(\$24,149)	(\$24,149)
ECONOMIC DEVELOPMENT (208)	\$240,000	\$200,030	-16.65%	\$203,385	\$74,000	-63.62%	\$126,030	\$126,030
MICRO LOAN (210)	\$9,200	\$9,200	0.00%	\$1,000	\$20,300	1930.00%	(\$11,100)	(\$11,100)
TIF (212)	\$1,407,221	\$0	-100.00%	\$1,309,449	\$0	-100.00%	\$0	\$0
TIF II (214)	\$301,131	\$600,000	99.25%	\$60,000	\$390,000	550.00%	\$210,000	\$210,000
TIF III (216)	\$1,504,735	\$1,490,000	-0.98%	\$1,199,867	\$1,232,467	2.72%	\$257,533	\$257,533
TIF IV (218)	\$0	\$4,000	0.00%	\$0	\$15,000	0.00%	(\$11,000)	(\$11,000)
SPECIAL POLICE (221)	\$20,050	\$22,050	9.98%	\$0	\$0	0.00%	\$22,050	\$22,050
EDA /RLF (254)	\$28,300	\$35,200	24.38%	\$1,500	\$1,000	-33.33%	\$34,200	\$34,200
RENTAL REHAB. - HUD (266)	\$80	\$80	0.00%	\$73,784	\$75,424	2.22%	(\$75,344)	(\$75,344)
COMMUNITY DEV. (277)	\$601,201	\$814,337	35.45%	\$536,979	\$369,298	-31.23%	\$445,039	\$445,039
TOTAL SPECIAL REVENUE	\$4,803,262	\$4,085,081	-14.95%	\$4,246,706	\$2,786,738	-34.38%	\$1,298,343	\$1,298,343
<u>CAPITAL PROJECTS FUNDS</u>								
CORP RESTRICTED RES. (307)	\$200	\$200	0.00%	\$50,255	\$332,000	0.00%	(\$331,800)	(\$331,800)
<u>DEBT SERVICE FUNDS</u>								
DEBT SERVICE (401)	\$994,640	\$835,544	-16.00%	\$1,001,885	\$828,703	-17.29%	\$6,841	\$6,841
SPORTS COMPLEX (510)	\$0	\$425,000	\$0	\$0	\$204,956	0.00%	\$220,044	\$220,044

	REVENUE				EXPENSES			OPERATING EXCLUDED CAPITAL FY 20-21 SURPLUS/ (DEFICIT)	CAPITAL INCLUDED FY 20-21 SURPLUS/ (DEFICIT)
	FY 19-20 ADMIN LEVEL BUDGET	FY 20-21 BOARD LEVEL BUDGET	CHANGE		FY 19-20 ADMIN LEVEL BUDGET	FY 20-21 BOARD LEVEL BUDGET	% CHANGE		
PROPRIETARY FUNDS									
LANDFILL (515)	\$130	\$0	0.00%		\$0	\$135	0.00%	(\$135)	(\$135)
GARBAGE (520)	\$598,105	\$617,607	3.26%		\$592,960	\$614,073	3.56%	\$3,534	\$3,534
GAS (527)	\$1,390,537	\$1,348,949	-2.99%		\$1,526,449	\$1,371,686	-10.14%	(\$22,737)	(\$22,737)
WATER (535)	\$2,934,508	\$3,067,296	4.53%		\$3,056,638	\$3,890,396	27.28%	\$726,900	(\$823,100)
WASTE WATER (536)	\$3,234,015	\$3,406,923	5.35%		\$3,985,829	\$5,175,052	29.84%	(\$33,129)	(\$1,768,129)
ELECTRIC (541)	\$19,206,957	\$18,805,069	-2.09%		\$19,200,499	\$17,428,294	-9.23%	\$2,421,775	\$1,376,775
STORM WATER DRAINAGE (551)	\$892,444	\$818,773	-8.25%		\$1,146,911	\$811,627	-29.23%	\$7,146	\$7,146
AIRPORT (582)	\$816,328	\$830,924	1.79%		\$1,049,753	\$999,255	-4.81%	(\$168,331)	(\$168,331)
CHANUTE EDC (585)	\$506,960	\$519,222	2.42%		\$511,874	\$1,084,839	111.93%	(\$165,617)	(\$565,617)
TOTAL PROPRIETARY FUNDS	\$29,579,984	\$29,414,763	-0.56%		\$31,070,913	\$31,375,357	0.98%	\$2,769,406	(\$1,960,594)
INTERNAL SERVICES FUNDS									
PUBLIC WORKS ADMIN (604)	\$3,722,184	\$3,666,381	-1.50%		\$3,613,300	\$3,555,121	-1.61%	\$111,260	\$111,260
INFORMATION MGMT. SRVCS. (618)	\$364,159	\$431,903	18.60%		\$385,091	\$370,440	-3.80%	\$61,463	\$61,463
CENTRAL MAINTENANCE (619)	\$654,014	\$650,821	0.00%		\$639,014	\$650,943	0.00%	(\$122)	(\$122)
TOTAL INTERNAL SRVCS. FUNDS	\$4,740,357	\$4,749,105	0.18%		\$4,637,405	\$4,576,504	-1.31%	\$172,601	\$172,601
FIREFIGHTER'S FUND (721)	\$0	\$21,070	\$0		\$0	\$5,000.00	0.00%	\$16,070	\$16,070
POLICE PENSION (722)	\$846,000	\$847,500	0.18%		\$1,641,652	\$1,676,287	2.11%	(\$828,787)	(\$828,787)
GRAND TOTAL	\$51,681,925	\$50,931,260	-1.45%		\$53,346,062	\$52,744,433	-1.13%	\$3,332,941	(\$1,397,059)
Less Interdepartment Transfers	\$7,482,070	\$6,965,057	-6.91%		\$7,482,070	\$6,965,057	-6.91%	\$0	\$0
Net Total Budget	\$44,199,855	\$43,966,203	-0.53%		\$45,863,992	\$45,779,376	-0.18%	\$3,332,941	(\$1,397,059)

		FY 18	FY 19	FY 20	FY 21	FY 22
10	Personnel Services	4,990,096	4,959,817	5,037,483	5,210,586	5,137,289
20	Employee Benefits	1,138,499	1,067,563	1,060,563	1,017,854	983,441
30	Purch Professional Service	840,384	843,167	851,220	875,022	933,978
40	Purchase Prop Serv	824,766	763,098	887,430	1,047,506	1,004,652
50	Other Purchased Services	420,330	527,544	780,871	1,091,460	518,886
60	Supplies	274,999	318,308	317,445	315,884	311,575
70	Property & Equip-Non Fixed	71,292	66,320	53,450	72,117	150,400
75	Property & Equip-Fixed	129,542	56,295	1,316,296	1,437,975	962,200
80	Other	213,806	208,190	292,488	288,452	1,048,680
	Transfer	254,951	248,388	100,000	0	0
		9,158,665	9,058,690	10,697,246	11,356,856	11,051,101

FY 23	
	-100.00%
	-100.00%
	-100.00%
	-100.00%
	-100.00%
	-100.00%
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	-100.00%
	-100.00%

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to Approve <u>Ordinance 2771</u> , an Ordinance Authorizing the Issuance of Tax Increment Refunding Revenue Bonds, Series 2023 (Evans Road Project) (EXTENDED)	DEPARTMENT: Administration
DATE: April 9, 2024	AMOUNT:
ATTACHMENTS: 1. Ordinance 2771 - Authorizing the Issuance of Tax Increment Refunding Revenue Bonds, Series 2023 2. exhibit A-trust indenture (040424) 3. exhibit B-limiting offer memorandum (040424) 4. exhibit C-continuing disclosure (040424) 5. exhibit D-tax escrow agreement (040424) 6. exhibit E-tax compliance agreement (040424)	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: The Village finds it is necessary to authorize the issuance and delivery of its Tax Increment Refunding Revenue Bonds, Series 2023 (Evans Road Project) for the purposes of refunding the outstanding Series 2013B Bonds, funding a debt service reserve account for the Bonds, and paying the costs of issuance of the Bonds. The Board of Trustees approved this action on July 12th, 2023, but with six months having elapsed with no reissuance due to less than favorable rates, the Village would like to EXTEND this action to continue seeking favorable rates.	
RECOMMENDED ACTION: Approve the Ordinance Authorizing the Issuance of Tax Increment Refunding Revenue Bonds, Series 2023 (Evans Road Project)	
DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE 2771

AN ORDINANCE AUTHORIZING THE ISSUANCE OF TAX INCREMENT REFUNDING REVENUE BONDS, SERIES 2024 (EVANS ROAD PROJECT) OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS

WHEREAS, on December 11, 2012, the Board of Trustees (the “Corporate Authorities”) of the Village of Rantoul, Champaign County, Illinois (the “Village”), pursuant to the Tax Increment Allocation Redevelopment Act, 65 Illinois Compiled Statutes 5/11-74.4-1, et seq., as supplemented and amended (the “TIF Act”), adopted (a) Ordinance No. 2329 approving a redevelopment plan (the “Redevelopment Plan”), (b) Ordinance No. 2330 designating an area described in the Redevelopment Plan as a “redevelopment project area” within the meaning of the TIF Act (the “Redevelopment Project Area”), and (c) Ordinance No. 2331 adopting tax increment allocation financing within the Redevelopment Project Area; and

WHEREAS, on February 26, 2013, the Village and Rantoul 57 Development, Inc. (the “Developer”) entered into a Redevelopment Agreement dated as of February 26, 2013, pursuant to which the Developer agreed to acquire and construct various private projects on land in the Redevelopment Project Area (the “Redevelopment Project”); and

WHEREAS, the Village issued its Tax Increment Revenue Bonds, Series 2013B (Evans Road Project) (the “Series 2013B Bonds”), to finance costs of the Redevelopment Project; and

WHEREAS, the Village finds it is necessary at this time to authorize the issuance and delivery of its Tax Increment Refunding Revenue Bonds, Series 2024 (Evans Road Project) (the “Bonds”) for the purposes of (i) refunding the outstanding Series 2013B Bonds (the “Refunded Bonds”), (ii) funding a debt service reserve account for the Bonds, and (iii) paying the costs of issuance of the Bonds.

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

Section 1. Authorization of the Bonds.

- (a) The Village hereby authorizes the issuance of the Bonds in an aggregate principal amount not to exceed \$7,300,000 for the purposes set forth in the recitals to this Ordinance. The Bonds shall be issued and secured pursuant to the herein authorized Indenture. The Bonds shall (i) have a final maturity not later than December 1, 2033, and (ii) bear interest at rates not to exceed 6.0%.
- (b) Upon satisfaction of all sale parameters set forth herein, the Bonds shall be sold to Bernardi Securities, Inc. (the “Underwriter”) with an underwriter’s discount of not more than 2% of the original principal amount of the Bonds, and original issue discount of not more than 5% of the original principal amount of the Bonds, and original issue premium of not more than 20% of the original principal amount.
- (c) The Bonds shall be in such denominations, shall be in such forms, shall be subject to redemption prior to the stated maturity dates thereof, shall have such other terms and provisions, and shall be executed and delivered in such manner subject to such provisions, covenants and agreements as are set forth in the Indenture.

Section 2. Limited Obligations.

- (a) The Bonds and the interest thereon are special, limited obligations of the Village, payable solely from Bond proceeds, Pledged TIF Revenues (as such term is defined in the Indenture), and moneys on deposit in an account in the debt service reserve fund for the Bonds, as provided in the Indenture.
- (b) The Bonds shall not constitute debts or liabilities of the Village, the State of Illinois or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction. Neither the Village, the officers, employees and agents of the Village, nor any person executing the Bonds shall be personally liable for such obligations by reason of the issuance thereof.

Section 3. Authorization of Documents.

The Village is hereby authorized to enter into the following documents (collectively, the “Village Documents”), in substantially the forms presented to and approved by the Corporate Authorities at this meeting and attached to this Ordinance (copies of which documents are on file in the office of the Village Clerk, and shall be permanently filed in the records of the Village), with such changes therein as shall be approved by the President, the President’s signatures thereon being conclusive evidence of his approval thereof:

- (a) Trust Indenture (the “Indenture”), between the Village and Zions Bancorporation, National Association, as trustee (the “Trustee”), attached hereto as **Exhibit A**;
- (b) Limited Offering Memorandum to be dated the date of execution and delivery of the Bond Purchase Agreement (the “Limited Offering Memorandum”) (in the form of the Preliminary Limited Offering Memorandum, which is hereby approved and attached hereto as **Exhibit B**);
- (c) Continuing Disclosure Undertaking of the Village, attached hereto as **Exhibit C**;
- (d) Tax Escrow Agreement among the Village, the County Collector of the County of Champaign County, Illinois, and the Trustee, attached hereto as **Exhibit D**; and
- (e) Tax Compliance Agreement between the Village and the Trustee, attached hereto as **Exhibit E**.

Section 4. Execution of Village Documents.

The President is hereby authorized to execute and deliver the Village Documents on behalf of and as the act and deed of the Village. The Village Clerk is hereby authorized to affix the Village’s seal to the Village Documents and attest said seal.

Section 5. Execution of Bonds.

The President is hereby authorized and directed to execute, by manual or facsimile signature, the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of, and as the act and deed of the Village in the manner provided in the Indenture. The Village Clerk is hereby authorized and directed to attest, by manual or facsimile signature, to the Bonds and to such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 6. Redemption of the Refunded Bonds.

The Refunded Bonds are hereby called for redemption and payment prior to maturity on the earliest date possible after providing any notice required by the indenture authorizing the Refunded Bonds. The Refunded Bonds shall be redeemed at the office of The Bank of New York Mellon Trust Company, N.A., as trustee and paying agent for the Refunded Bonds, by the payment of the principal thereof, together with accrued interest thereon to the redemption date. In accordance with the requirements of the indenture authorizing the issuance of the Refunded Bonds, the Village Clerk is hereby directed to cause notice of the call for redemption and payment of the Refunded Bonds to be given in the manner provided in the indenture

authorizing the issuance of the Refunded Bonds, including notice that redemption of the Refunded Bonds is conditioned on the issuance of the Bonds. The officers of the Village, and the trustee and paying agent for the Refunded Bonds, are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption and payment of the Refunded Bonds as herein provided.

Section 7. Approval of Limited Offering Memorandum.

The public distribution of the final Limited Offering Memorandum by the Underwriter is in all respects hereby authorized and approved for use in connection with the sale of the Bonds. For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Corporate Authorities hereby deem the information regarding the Village contained in the Preliminary Limited Offering Memorandums to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the Village are hereby authorized, if requested, to provide the Underwriter a letter or certification to such effect, and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Underwriter to comply with the requirement of such Rule.

Section 8. Approval of Bond Purchase Agreement and Escrow Letter.

The President is hereby authorized to approve and execute (a) a contract for the sale of the Bonds between the Village and the Underwriter, and (b) a Letter of Escrow Instructions from the Village to The Bank of New York Mellon Trust Company, N.A., as escrow agent, or other third-party serving as escrow agent as determined by the President, which provides for the holding and investing of proceeds of the Bonds in an escrow fund for the payment of the principal of and interest on the Refunded Bonds.

Section 9. Severability.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause, or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of the Ordinance are so essential to and inseparably connected with, and dependent upon the void portion that it cannot be presumed that the Corporate Authorities has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete, and are incapable of being executed in accordance with the legislative intent.

Section 10. Further Authority.

The Village shall, and the officers, agents, and employees of the Village are hereby authorized and directed to, take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with, and perform the duties of the Village with respect to the Village Documents.

Section 11. Superseder and Effective Date.

All Ordinances, Resolutions and orders, or parts thereof, in conflict herewith, including Ordinance No. 2715 adopted by the Board of Trustees of the Village on May 10, 2022 and Ordinance No. 2741 adopted by the Board of Trustees of the Village on July 11, 2023, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval.

Upon motion by Trustee _____, seconded by Trustee _____, adopted this 9th day of April, 2024, by roll call vote (all in physical attendance), as follows:

AYES: _____

NAYS: _____

ABSENT: _____

PASSED this 9th day of April, 2024.

Village Clerk

APPROVED this 9th day of April, 2024.

Village President

EXHIBIT A

TRUST INDENTURE

[On file in the Office of the Village Clerk]

EXHIBIT B

PRELIMINARY LIMITED OFFERING MEMORANDUM

[On file in the Office of the Village Clerk]

EXHIBIT C

CONTINUING DISCLOSURE UNDERTAKING

[On file in the Office of the Village Clerk]

EXHIBIT D

TAX ESCROW AGREEMENT

[On file in the Office of the Village Clerk]

EXHIBIT E

TAX COMPLIANCE AGREEMENT

[On file in the Office of the Village Clerk]

CERTIFICATION OF ORDINANCE AND AGENDA

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Rantoul, Champaign County, Illinois (the “Village”), and as such official I am the keeper of the official journal of proceedings, books, records, Minutes, and files of the Village and of the Board of Trustees (the “Corporate Authorities”) thereof.

I do further certify that the foregoing is a full, true, and complete copy of an Ordinance (the “Ordinance”) adopted by the Corporate Authorities on April 9, 2024, entitled:

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF
TAX INCREMENT REFUNDING REVENUE BONDS, SERIES 2024 (EVANS ROAD PROJECT)
OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS,
AND APPROVING CERTAIN DOCUMENTS AND ACTIONS
IN CONNECTION WITH THE ISSUANCE OF THE BONDS**

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio, or television stations, and other news media requesting such notice; that an agenda for the Meeting was posted at the location where the Meeting was held, and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said Meeting; that a true, correct, and complete copy of said agenda as so posted is attached hereto as Exhibit A; and that the Meeting was called, and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code, and with all of the procedural rules of the Corporate Authorities in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village this 9th day of April, 2024.

Village Clerk

[SEAL]

[Attach Agenda hereto as Exhibit A]

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee

TRUST INDENTURE

Dated as of [*Dated Date*]

Relating to

[\$*Principal*]
Village of Rantoul, Champaign County, Illinois
Tax Increment Refunding Revenue Bonds, Series 2024
(Evans Road Project)

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TRUST INDENTURE

THIS TRUST INDENTURE (the “Indenture”), made and entered into as of [*Dated Date*], by and between the **VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS**, a home rule municipality under the laws of the State of Illinois (the “Issuer”), and **ZIONS BANCORPORATION, NATIONAL ASSOCIATION**, a national banking association duly organized and validly existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America, and having a corporate trust office located in Chicago, Illinois, as trustee (as hereinafter defined, the “Trustee”);

RECITALS:

1. The Issuer is authorized and empowered pursuant to the Illinois Municipal Code, including specifically the Tax Increment Allocation Redevelopment Act, as such powers are supplemented by the Local Government Debt Reform Act and the Issuer’s home rule powers to issue bonds for the purpose of providing funds to finance the costs of certain redevelopment projects and to pay certain costs related to the issuance of such bonds.

2. The Issuer entered into a Redevelopment Agreement dated as of February 26, 2013 (the “Redevelopment Agreement”) with Rantoul 57 Development, Inc. for the purpose of constructing the Redevelopment Project (as hereinafter defined).

3. Pursuant to the Redevelopment Agreement, the Issuer issued its Tax Increment Revenue Bonds (Evans Road), Series 2013B (the “Refunded Bonds”) to finance costs of the Redevelopment Project.

4. The Issuer has agreed to issue its Tax Increment Refunding Revenue Bonds, Series 2024 (Evans Road Project) (the “Bonds”) in the aggregate principal amount of \$[*Principal*] for the purposes of (a) refunding the Refunded Bonds, (b) funding a debt service reserve fund for the Bonds, and (c) paying the costs of issuance of the Bonds.

5. Pursuant to an ordinance adopted by the Board of Trustees of the Issuer on April 9, 2024, the Issuer is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Bonds as hereinafter provided.

6. All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, legal and binding obligations of the Issuer, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues herein made for the security of the payment of the principal of and interest on the Bonds issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof (as hereinafter defined), and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Issuer of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby transfer, pledge and assign, without recourse, to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors in trust and its assigns, in and to all and singular the property described in paragraphs (a) and (b) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All Pledged TIF Revenues; and

(b) All moneys and securities from time to time held by the Trustee under the terms of this Indenture (except payments required to be made to meet the requirements of Section 148(f) of the Code, whether or not held in the Rebate Fund and moneys in the Non-Pledged Revenue Fund) and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the Issuer or by anyone on its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds Outstanding (as hereinafter defined), without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Bond over or from the others, except as otherwise expressly provided herein;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition, that if the Issuer or its successors or assigns pays or causes to be paid the principal of such Bonds with interest, according to the provisions set forth in the Bonds, or provides for the payment or redemption of such Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities required for payment or redemption thereof when and as authorized by the provisions of **Article IX** hereof, and also pays or causes to be paid all other sums payable hereunder by the Issuer, then these presents and the estate and rights hereby granted shall cease, terminate and become void; otherwise this Indenture shall be and remain in full force;

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. In addition to words and terms elsewhere defined herein, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Approved Investor” means (a) an “accredited investors” under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended, or (2) a “qualified institutional buyers” as defined in Rule 144A under the Securities Act of 1933, as amended.

“Authorized Issuer Representative” means the Village President, the Village Administrator or such other person at the time designated to act on behalf of the Issuer as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the Issuer by its President. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Issuer Representative.

“Authorized Denominations” means \$100,000 and any integral multiple of \$5,000 in excess thereof.

“Bond Counsel” means Gilmore & Bell, P.C. or any other attorney or firm of attorneys with a nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Bonds” means the Issuer’s Tax Increment Refunding Revenue Bonds, Series 2024 (Evans Road Project), in the original principal amount of \$[*Principal*].

“Business Day” means any day other than a Saturday, Sunday or any other day on which banking institutions in the city in which the principal corporate trust office of the Trustee is located are required or authorized by law to close.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations, temporary regulations and proposed regulations thereunder.

“Costs of Issuance Account” means the account by that name created in **Section 401** hereof.

“County” means The County of Champaign, Illinois.

“Debt Service Fund” means the fund by that name created in **Section 401** hereof.

“Debt Service Reserve Fund” means the fund by that name created in **Section 401** hereof.

“Debt Service Reserve Requirement” means the sum of \$_____.

“Developer” means Rantoul 57 Development, Inc., and any successors or assigns thereto permitted under the Redevelopment Agreement.

“Development Area” means the portion of the Redevelopment Project Area (approximately 72 acres) described on **Exhibit C** attached hereto, upon which the Project is located.

“Escrow Agent” means The Bank of New York Mellon Trust Company, N.A., Chicago, Illinois, and any successors or assigns.

“Escrow Fund” means the escrow fund established under the Escrow Letter and held by the Escrow Agent.

“Escrow Letter” means the Letter of Escrow Instruction from the Issuer to the Escrow Agent, which provides for the payment of the principal of and interest on the Refunded Bonds.

“Event of Default” means any event or occurrence as defined in **Section 701** hereof.

“Government Securities” means direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America and backed by the full faith and credit thereof.

“Indenture” means this Trust Indenture dated as of [*Dated Date*], by and between the Issuer and the Trustee, as supplemented and amended by Supplemental Indentures.

“Interest Payment Date” means each June 1 and December 1, commencing December 1, 2024.

“Investment Securities” means any of the following securities purchased in accordance with **Section 502** hereof, if and to the extent the same are at the time legal for investment of the funds being invested: (i) Government Securities; (ii) interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits of any bank, as defined by the Illinois Banking Act, including without limitation the Trustee or any affiliate of the Trustee, which is (A) insured by the Federal Deposit Insurance Corporation (or any successor corporation) and (B) rated in one of the two (2) highest long-term rating classifications established by a national rating service (without regard to any rating refinement or gradation by numerical or other modifier); (iii) short-term obligations of corporations organized in the United States of America with assets exceeding \$500,000,000, if (A) such obligations are rated at the time of purchase within the three (3) highest classifications established by at least two (2) national rating services (without regard to any rating refinement or gradation by numerical or other modifier), and mature not later than 180 days from the date of purchase, and (B) such purchases do not exceed ten percent (10%) of such corporations’ outstanding obligations; (iv) money market mutual funds registered under the Investment Company Act of 1940, as from time to time amended, provided that the portfolio of any such money market fund is limited to Government Securities or agreements to repurchase such Government Securities, including those for which the Trustee or an affiliate of the Trustee performs services for a fee, whether as a custodian, transfer agent, investment advisor or otherwise; (v) short-term discount obligations of the Federal National Mortgage Association; (vi) obligations issued by any state, unit of local government or school district, which obligations are rated at the time of purchase by a national rating service within the two (2) highest ratings classifications established by such rating service (without regard to any rating refinement or gradation by numerical or other modifier); (vii) equity securities of an investment company registered under the Investment Company Act of 1940, as from time to time amended, whose sole assets, other than cash and other temporary investments, are obligations which are Investment Obligations, as defined herein; (viii) repurchase agreements, provided that (A) said repurchase agreements are continuously and fully secured by any Government Securities which have a value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement; (B) the securities securing such repurchase agreements are held by the Trustee or a third party acting solely as agent for the Trustee; (C) said repurchase agreements are free and clear of third party liens; and (D) the Trustee has a first perfected security interest in the collateral; (ix) investment agreements with any bank satisfying the criteria set forth in clause (ii) above or which constitute repurchase agreements satisfying the criteria in clause (viii) above;

(x) U.S. denominated deposit accounts that are fully and continuously insured by the FDIC; and (xi) any other investments permitted by law if such investments are rated at the time of purchase within the three (3) highest classifications established by a national rating service.

“Issuer” means the Village of Rantoul, Champaign County, Illinois, a home rule municipality and political subdivision of the State.

“Local Government Debt Reform Act” means the Local Government Debt Reform Act, 30 ILCS, 350/1 *et seq.*, as supplemented and amended.

“Non-Pledged Area” means the Redevelopment Project Area except the Development Area.

“Non-Pledged TIF Revenues” means 100% of TIF Revenues generated from the Non-Pledged Area.

“Opinion of Counsel” means a written opinion of an attorney or firm of attorneys addressed to the Trustee, who may be (except as otherwise expressly provided in this Indenture) counsel to the Issuer, the Owners of the Bonds or the Trustee, and who is acceptable to the Trustee.

“Outstanding” means when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered under this Indenture except:

(a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds which are deemed to have been paid in accordance with **Section 902** hereof;

(c) Bonds alleged to have been mutilated, destroyed, lost or stolen for which indemnity has been received as provided in **Section 205** hereof; and

(d) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

“Owner” means the Person in whose name any Bond is registered on the Register.

“Paying Agent” means the Trustee or any other bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated by this Indenture as paying agent for the Bonds at which the principal of and interest on such Bonds shall be payable.

“Person” means any natural person, firm, partnership, association, corporation, limited liability company or public body.

“Pledged TIF Revenues” means 100% of TIF Revenues generated from the Development Area.

“Prior Trustee” means The Bank of New York Mellon Trust Company, N.A., Chicago, Illinois, and any successors or assigns.

“Purchaser” means Bernardi Securities, Inc., as the original purchaser of the Bonds.

“Rebate Fund” means the fund by that name created in **Section 401** hereof.

“Record Date” for the interest payable on any Interest Payment Date means the fifteenth day, whether or not a Business Day, of the calendar month immediately preceding such Interest Payment Date.

“Redevelopment Agreement” means the Redevelopment Agreement dated as of February 26, 2013, by and between the Issuer and the Developer, as amended or supplemented from time to time.

“Redevelopment Plan” means the Issuer’s “Evans Road Redevelopment Project Area - Tax Increment Financing Eligibility Study, Redevelopment Plan and Project” dated August 1, 2012.

“Redevelopment Project” means the redevelopment project described in the Redevelopment Plan.

“Redevelopment Project Area” means the area legally described in Appendix 1 to the Redevelopment Plan.

“Refunded Bonds” means all the Issuer’s outstanding Tax Increment Revenue Bonds (Evans Road), Series 2013B, which are outstanding in the aggregate principal amount of \$6,840,000.

“Register” means the registration books of the Issuer kept by the Trustee to evidence the registration, transfer and exchange of Bonds.

“Registrar” means the Trustee when acting as such under this Indenture.

“Revenue Fund” means the fund by that name created in **Section 401** hereof.

“Special Tax Allocation Fund” means the fund created by the Issuer pursuant to the TIF Act for the deposit of TIF Revenues.

“State” means the State of Illinois.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the Issuer and the Trustee pursuant to **Article X** hereof.

“Tax Compliance Agreement” means the Tax Compliance Agreement of even date herewith, between the Issuer and the Trustee, as from time to time amended in accordance with the provisions thereof.

“Tax Escrow Agreement” means the Tax Escrow Agreement between the Issuer and the Trustee, as tax escrow agent, as it may be amended, supplemented or modified from time-to-time.

“TIF Act” means the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended and supplemented.

“TIF Revenues” means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the Redevelopment Project Area by any and all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increase in the then-current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each such piece of property, all as determined by the County Clerk in accordance with the TIF Act, and which includes Pledged TIF Revenues and Non-pledged TIF Revenues.

“**Trust Estate**” means the Trust Estate described in the granting clauses of this Indenture.

“**Trustee**” means Zions Bancorporation, National Association, Chicago, Illinois, and its successor or successors and any other association or corporation which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

Section 102. Rules of Construction.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.
- (c) The table of contents hereto and the headings and captions herein are not a part of this document.
- (d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.
- (e) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

THE BONDS

Section 201. Terms of the Bonds.

- (a) *Authorized Amount of Bonds.* There shall be issued and secured by this Indenture the Bonds in an aggregate principal amount of \$[*Principal*].
- (b) *Title of Bonds.* The Bonds authorized to be issued under this Indenture shall be designated “Tax Increment Refunding Revenue Bonds, Series 2024 (Evans Road Project).”
- (c) *Maturity and Interest.* The Bonds shall become due in the amounts on the maturity dates, subject to redemption and payment prior to their maturities as provided in **Article III** hereof, and shall bear interest at the rates specified below (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date.

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
December 1, 2033	\$[*Principal*]	_____ %

(d) *Form of Bonds.* The Bonds shall be substantially in the forms set forth in **Exhibit A** attached hereto with such appropriate variations, omissions and insertions as are permitted or required by this Indenture, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

(e) *Denominations.* The Bonds shall be issuable as fully-registered bonds in Authorized Denominations.

(f) *Numbering.* The Bonds shall be numbered from R-1 upward.

(g) *Dating.* The Bonds shall be dated as of the date of initial issuance and delivery thereof.

(h) *Method and Place of Payment.* The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. Payment of the principal of or interest on any Bond shall be made (i) by check or draft of the Trustee mailed to the Person in whose name such Bond is registered on the Register as of the commencement of business of the Trustee on the Record Date for such Interest Payment Date, or (ii) in the case of a principal or interest payment to any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice delivered to the Trustee not less than 15 days prior to the Record Date from and signed by such Owner containing electronic transfer instructions including the name of the bank (which shall be in the continental United States), the bank's ABA routing number and account number to which such Owner wishes to have such transfer directed.

(i) *Paying Agent.* The Trustee is hereby designated as the Paying Agent for the payment of the principal of and interest on the Bonds.

(j) *Delivery.* The Bonds shall be executed substantially in the form and manner set forth in **Exhibit A** hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

(1) A copy of the ordinance, certified by the Village Clerk of the Issuer, approving the issuance of the Bonds pursuant to this Indenture.

(2) An original executed counterpart of this Indenture.

(3) An opinion of Bond Counsel to the effect that the Bonds constitute valid and legally binding obligations of the Issuer and that the interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes.

(4) An opinion of Bond Counsel stating that the Bonds are exempt from registration under the Securities Act of 1933, as amended, and this Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(5) A request and authorization to the Trustee by the Issuer to authenticate the Bonds and to deliver the Bonds to or upon the order of the Purchaser upon payment, for the account of the Issuer, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the purchasers of the Bonds and the amount of such purchase price.

(6) Such other certificates, statements, receipts, opinions and documents required by any of the foregoing documents or as the Trustee shall reasonably require for the delivery of the Bonds.

When the documents mentioned in paragraph (j) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Bonds to or upon the order of the Purchaser.

Section 202. Nature of Obligations.

(a) The Bonds and the interest thereon shall be special, limited obligations of the Issuer payable solely from (1) the Pledged TIF Revenues as provided in **Section 402** hereof, and (2) other moneys pledged thereto and held by the Trustee as provided herein, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Bonds, as provided in this Indenture.

(b) The Bonds and the interest thereon do not constitute a debt of the Issuer, the State or any political subdivision thereof, and do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

(c) No recourse shall be had for the payment of the principal of or interest on, any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained, against any past, present or future member of the Board of Trustees or any officer, official, employee or agent of the Issuer, as such, either directly or through the Issuer or any successor to the Issuer, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member of the Issuer, officer, official, employee or agent as such is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of any of the Bonds.

(d) **WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL, THE OBLIGATIONS OF THE CITY TO TRANSFER PLEDGED TIF REVENUES TERMINATES ON DECEMBER 31, 2033.**

Section 203. Execution, Authentication and Delivery of Bonds.

(a) The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of the President and attested by the manual or facsimile signature of the Village Clerk, and shall have the corporate seal of the Issuer affixed thereto or imprinted thereon. If any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Bond may be signed by such persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit A** hereto, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication has been duly executed by the Trustee. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee, but it shall not be

necessary that the same authorized signatory sign the Certificate of Authentication on all of the Bonds that may be issued hereunder at any one time.

Section 204. Registration, Transfer and Exchange of Bonds.

(a) The Trustee is hereby appointed Registrar and as such shall keep the Register for the registration and for the transfer of Bonds as provided in this Indenture. Each Bond when issued shall be registered in the name of the Owner thereof on the Register.

(b) Any Bond may be transferred only upon the Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the Issuer shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully-registered Bond or Bonds, registered in the name of the transferee, of the same maturity and of any Authorized Denomination.

(c) Any Bond, upon surrender thereof at the principal corporate trust office of the Trustee or such other office as the Trustee shall designate, together with an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for Bonds of the same maturity, of any Authorized Denomination, bearing interest at the same rate, and registered in the name of the Owner.

(d) In all cases in which Bonds are exchanged or transferred hereunder, the Issuer shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee.

(e) The Issuer or the Trustee may make a charge against each Owner requesting a transfer or exchange of Bonds for every such transfer or exchange of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such transfer or exchange, the cost of printing, if any, each new Bond issued upon any transfer or exchange and the reasonable expenses of the Issuer and the Trustee in connection therewith, and such charge shall be paid before any such new Bond shall be delivered. The Issuer or the Trustee may levy a charge against an Owner sufficient to reimburse it for any governmental charge required to be paid in the event the Owner fails to provide a correct taxpayer identification number to the Trustee. Such charge may be deducted from amounts otherwise due to such Owner.

(f) At reasonable times and under reasonable regulations established by the Trustee, the Register may be inspected and copied by the Issuer or the Owners (or a designated representative thereof) of 10% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

(g) The Person in whose name any Bond is registered on the Register shall be deemed and regarded as the absolute Owner of such Bond for all purposes, and payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

(h) Anything herein to the contrary notwithstanding, no ownership interest in a Bond may be transferred, unless the proposed transferee is an Approved Investor.

Section 205. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated or is lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond of like date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee. In the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the Issuer and the Trustee satisfactory to the Trustee. If any such Bond has matured, is about to mature or has been called for redemption, instead of issuing a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the Issuer and the Trustee may require the payment of an amount by the Owner sufficient to reimburse the Issuer and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 206. Cancellation and Destruction of Bonds Upon Payment. All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be immediately cancelled upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee and periodically destroyed by the Trustee in accordance with applicable record retention requirements. Upon written request of the Issuer, the Trustee shall execute a certificate in duplicate describing the Bonds so cancelled, and shall file an executed counterpart of such certificate with the Issuer.

Section 207. Securities Depository.

(a) For purposes of this **Section 207**, the following terms shall have the following meanings:

“Beneficial Owner” shall mean the Person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such Person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of the Securities Depository, and any successor nominee of the Securities Depository with respect to the Bonds.

“Participant” shall mean any broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter from the Issuer and the Trustee to the Securities Depository with respect to the Bonds.

“Securities Depository” shall mean The Depository Trust Company, New York, New York, and any successors and assigns.

(b) The Bonds shall be initially issued as one single authenticated fully-registered bond for each maturity. Upon initial issuance, the ownership of such Bonds shall be registered in the Register in the name of Cede & Co., as nominee of the Securities Depository. The Trustee and the Issuer may treat the Securities Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, giving any notice permitted or required to be given to Owners of Bonds under this Indenture, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Trustee nor the Issuer shall be affected by any notice to the contrary. Neither the Trustee nor the Issuer shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Bonds under or through the Securities Depository or any Participant, or any other Person which is not shown on the Register kept by the Trustee as being an Owner of any Bonds, with respect to the accuracy of any records maintained by the Securities Depository or any Participant, with respect to the payment by the Securities Depository or any Participant of any

amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to Owners of Bonds under this Indenture or with respect to any consent given or other action taken by the Securities Depository as Owner of the Bonds. The Trustee shall pay all principal of and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No Person other than the Securities Depository or the Trustee as its agent shall receive an authenticated Bond evidencing the obligation of the Issuer to make payments of principal and interest. Upon delivery by the Securities Depository to the Trustee of written notice to the effect that the Securities Depository has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee or its agent in accordance with paragraph (e) hereof.

(c) In the event the Participants holding a majority position in aggregate principal amount of the Bonds Outstanding determine that it is in the best interest of the Beneficial Owners that they be able to obtain bond certificates, such Participants may notify the Securities Depository and the Trustee, whereupon the Securities Depository shall notify the Participants of the availability through the Securities Depository of bond certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. The Securities Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Trustee and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof. The Trustee may rely on information from the Securities Depository or any Participant as to the principal amount held by and the names and addresses of the Beneficial Owners of the Bonds.

(d) Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of the Securities Depository, all payments with respect to the principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Securities Depository as provided in the Representation Letter.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Trustee from the Owners thereof of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Indenture. In the event Bonds are issued to holders other than Cede & Co., its successor as nominee for the Securities Depository as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of this Indenture shall also apply to all matters relating thereto, including without limitation the printing of such Bonds and the method of payment of principal of and interest on such Bonds.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) *Optional Redemption.* The Bonds are subject to optional redemption by the Issuer in whole or in part at any time on or after December 1, 20____, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, plus accrued interest to the redemption date.

(b) *Mandatory Sinking Fund Redemption.* The Bonds are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of this Section on

December 1 in each of the years set forth below, at 100% of the principal amount thereof plus accrued interest to the redemption date, without premium:

<u>Year</u>	<u>Principal Amount</u>
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033*	

*Final Maturity

The Trustee shall, in each year in which Bonds are to be redeemed pursuant to the terms of this subsection make timely selection of such Bonds or portions thereof to be so redeemed in \$5,000 units of principal amount in such equitable manner as the Trustee may determine and shall give notice thereof without further instructions from the Issuer. At the option of the Issuer, to be exercised on or before the 45th day next preceding each mandatory redemption date, the Issuer may: (1) deliver to the Trustee for cancellation Bonds in the aggregate principal amount desired; or (2) furnish to the Trustee funds, together with appropriate written instructions, for the purpose of purchasing any of said Bonds from any owner thereof in the open market at a price not in excess of 100% of the principal amount thereof, whereupon the Trustee shall expend such funds for such purposes to such extent as may be practical; or (3) elect to receive a credit in respect to the mandatory redemption obligation under this subsection for any Bonds of the same maturity which prior to such date have been redeemed (other than through the operation of the requirements of this subsection) and cancelled by the Trustee and not theretofore applied as a credit against any redemption obligation under this subsection. Each Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Bonds of the same maturity on the next mandatory redemption date applicable to Bonds of such maturity that is at least 45 days after receipt by the Trustee of such instructions from the Issuer, and any excess of such amount shall be credited on future mandatory redemption obligations for Bonds of the same maturity in chronological order or such other order as the Issuer may designate, and the principal amount of Bonds of the same maturity to be redeemed on such future mandatory redemption dates by operation of the requirements of this subsection shall be reduced accordingly. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) of this subsection, the Issuer will, on or before the 45th day next preceding the applicable mandatory redemption date, furnish the Trustee a written certificate of the Authorized Issuer Representative indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with in respect to such mandatory redemption payment.

Section 302. Selection of Bonds to be Redeemed.

(a) Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Bonds are to be redeemed and paid prior to maturity, such Bonds or portions of Bonds to be redeemed shall be selected in Authorized Denominations by the Trustee by lot or in such other equitable manner as it may determine from such maturities and in such amounts as the Issuer may determine.

(b) In the case of a partial redemption of Bonds when Bonds of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it was a separate Bond of the denomination of the minimum Authorized Denomination. If one or more, but not all, of the minimum Authorized Denomination units of principal amount represented by any Bond are selected for redemption, then upon notice of intention to redeem such minimum Authorized Denomination unit or units, the Owner of such Bond or his attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (1) for payment of the redemption price (including the interest to the date fixed for redemption) of the minimum Authorized Denomination unit or units of principal amount called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond of a denomination greater than minimum Authorized Denomination fails to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the minimum Authorized Denomination unit or units of principal amount called for redemption (and to that extent only) and shall cease to accrue interest on the principal amount so called for redemption.

Section 303. Notice of Redemption of Bonds.

(a) Unless waived by any Owner of Bonds to be redeemed, official notice of any redemption of any Bond shall be given by the Trustee on behalf of the Issuer by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption to the Owner of the Bond or Bonds to be redeemed at the address shown on the Register; provided, however, that failure of any Owner to receive notice given as provided in this Section or any defect therein as to any particular Bond shall not affect the validity of any proceedings for the redemption of any Bonds.

(b) All official notices of redemption shall be dated and shall state:

(1) the redemption date,

(2) the redemption price,

(3) if less than all Outstanding Bonds are to be redeemed, the identification number and maturity date(s) (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee or such other office as the Trustee shall designate.

(c) In addition to the foregoing notice, the Trustee shall also comply with any mandatory requirements or guidelines, published by the Securities and Exchange Commission relating to providing notices of redemption. The failure of the Trustee to comply with any such requirements shall not affect or invalidate the redemption of said Bonds.

(d) With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and either the Trustee receives written notice from the Issuer that moneys sufficient to pay the redemption price will not be on deposit on the redemption date, or such moneys are not received on the redemption date, then such notice shall be of no force and effect, the Trustee shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

Section 304. Effect of Call for Redemption. On or prior to the date fixed for redemption, the Issuer shall deposit moneys or Government Securities with the Trustee as provided in **Sections 402 and 902** hereof to pay the Bonds called for redemption, including accrued interest thereon to the redemption date. Upon the happening of the above conditions, and notice having been given as provided in **Section 303** hereof, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, provided moneys sufficient for the payment of the redemption price are on deposit at the place of payment at the time, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

ARTICLE IV

FUNDS AND REVENUES

Section 401. Creation of Funds.

- (a) The following funds of the Issuer are hereby created and established with the Trustee:
- (1) Revenue Fund.
 - (2) Debt Service Fund.
 - (3) Project Fund, which shall contain a Costs of Issuance Account.
 - (4) Debt Service Reserve Fund.
 - (5) Non-Pledged Revenue Fund.
 - (6) Rebate Fund.

Each fund shall be maintained by the Trustee as a separate and distinct trust fund and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Indenture. All moneys deposited in the funds shall be used solely for the purposes set forth in this Indenture. The Trustee shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom. The Trustee may create such additional accounts with the funds established hereunder as shall be deemed necessary or convenient for the purposes of carrying out its duties under this Indenture.

The Revenue Fund and the Non-Pledged Revenue Fund shall be accounted for by the Village within the Special Tax Allocation Fund for purposes of the TIF Act.

(b) The net proceeds received by the Trustee from the sale of the Bonds shall be deposited or transferred simultaneously with the delivery of the Bonds, as follows:

(1) the amount of \$_____ shall be deposited in the Costs of Issuance Account;
and

(2) the amount of \$_____ shall be transferred to the Escrow Agent for deposit in the Escrow Fund and applied in accordance with the Escrow Letter.

(c) The Issuer shall cause the Prior Trustee to transfer to the Trustee \$_____ of other legally available funds of the Issuer on deposit with the Prior Trustee simultaneously with the delivery of the Bonds. The Trustee shall apply such funds as follows:

(1) the Debt Service Reserve Requirement for the Bonds (\$_____) shall be deposited in the Debt Service Reserve Fund; and

(2) the amount of \$_____ shall be transferred to the Escrow Agent for deposit in the Escrow Fund and applied in accordance with the Escrow Letter.

Section 402. Revenue Fund.

(a) The Trustee shall receive TIF Revenues directly from the County pursuant to the Tax Escrow Agreement and shall deposit the Pledged TIF Revenues into the Revenue Fund and the Non-Pledged TIF Revenues into the Non-Pledged Revenue Fund. All moneys deposited into the Non-Pledged Revenue Fund shall be sent within five Business Days to the Village. The amount of TIF Revenues that constitute Pledged TIF Revenues and Non-Pledged TIF Revenues shall be identified as set forth in the Tax Escrow Agreement.

(b) Prior to November 15th of each year, commencing November 15, 2024, any moneys on deposit in the Revenue Fund shall be applied, paid, transferred or deposited by the Trustee for the purposes and in the amounts in the following order as follows:

- (1) To the United States of America, when necessary, an amount sufficient to pay any arbitrage rebate owed under Section 148 of the Code, as directed in writing by the Issuer in accordance with the Tax Compliance Agreement.
- (2) To the Debt Service Fund, to the extent necessary, an amount sufficient to pay interest becoming due on the Bonds on the next two (2) succeeding Interest Payment Dates and principal due on the Bonds on the next succeeding December 1 by reason of stated maturity or mandatory sinking fund redemption.
- (3) To the Issuer, \$20,000 to pay administrative and compliance expenses related to the Redevelopment Plan, the Redevelopment Agreement, this Indenture or the Bonds, including but not limited to Trustee fees, legal fees, accounting fees, continuing disclosure expenses, the costs of defending and responding to audits and inquiries initiated by the Internal Revenue Service, the Securities Exchange Commission or other regulatory bodies, assessed value contests concerning property within the Redevelopment Project Area, or other litigation initiated or threatened against the Issuer.

- (4) To the Debt Service Reserve Fund, an amount sufficient to restore any deficiency in the Debt Service Reserve Fund if the amount on deposit in such fund is less than the Debt Service Reserve Requirement.
- (5) To the Issuer for deposit into the Special Tax Allocation Fund to be used for any purpose permitted under the TIF Act, all remaining moneys on deposit in the Revenue Fund.

If necessary, on the Business Day prior to each Interest Payment Date, the Trustee shall transfer from the Revenue Fund to the Debt Service Fund an amount sufficient to pay the principal of or interest on the Bonds due on the next Interest Payment Date.

(c) If the moneys in the Revenue Fund are insufficient to make payment to the Issuer for its fees and expenses as provided above, then the unpaid portion shall be carried forward, without accruing interest thereon.

(d) After payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Trustee and any Paying Agents, and any other amounts required to be paid under this Indenture, all amounts remaining on deposit in the Revenue Fund shall be paid to the Issuer for deposit into the Special Tax Allocation Fund.

Section 403. Debt Service Fund.

(a) Except as otherwise provided herein with respect to final balances, all amounts paid and credited to the Debt Service Fund shall be expended solely for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same mature and become due or upon the redemption thereof.

(b) The Issuer hereby authorizes and directs the Trustee to withdraw sufficient moneys from the Debt Service Fund to pay the principal of and interest on the Bonds as the same become due and payable and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal of and interest on the Bonds.

(c) If the moneys in the Debt Service Fund are insufficient to pay all accrued interest on the Bonds on any Interest Payment Date, after the transfer of any moneys from the Debt Service Reserve Fund pursuant to **Section 405** hereof, such moneys shall be applied ratably, according to the amounts due on such installment, to the Persons entitled thereto without any discrimination or privilege, and any unpaid portion shall accrue to the next Interest Payment Date, with interest thereon at the rate or rates specified in the Bonds to the extent permitted by law. If the moneys in the Debt Service Fund are insufficient to pay the principal of the Bonds on the maturity date thereof, then such moneys shall be applied ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

Section 404. Project Fund.

(a) Moneys in the Costs of Issuance Account of the Project Fund shall be disbursed from time to time by the Trustee, upon receipt of a written request of the Issuer signed by an Authorized Issuer Representative and containing the statements, representations and certifications set forth in the form of such request attached as **Exhibit B** hereto and otherwise substantially in such form, for the sole purpose of paying

costs of issuance of the Bonds. Any moneys remaining in the Costs of Issuance Account of the Project Fund on September 1, 2024 shall be deposited, without further authorization, into the Deb Service Fund.

(b) In making payments and disbursements pursuant to this Section, the Trustee may rely upon the written requests and accompanying certificates and statements. The Trustee is not required to make any independent inspection or investigation in connection with the matters set forth in the written requests. The approval of each disbursement request by an Authorized Issuer Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Costs of Issuance Account have been completed.

Section 405. Debt Service Reserve Fund.

(a) Except as otherwise provided in this Indenture, moneys in the Debt Service Reserve Fund shall be used by the Trustee without further authorization solely for the payment of the principal of and interest on the Bonds if moneys otherwise available for such purpose as provided in **Section 403** hereof are insufficient to pay the same as they become due and payable, and to make the final payment of the Bonds. The amount on deposit the Debt Service Reserve Fund shall be valued by the Trustee 45 days prior to each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day) and the Trustee shall give prompt written notice to the Issuer if such amount is less than the Debt Service Reserve Requirement. For the purpose of determining the amount on deposit in the Debt Service Reserve Fund, the value of any investments shall be valued at the lower of their original cost or their fair market value (exclusive of accrued interest thereon) on the date of valuation. Moneys in the Debt Service Reserve Fund that are in excess of the Debt Service Reserve Requirement for on any valuation date shall be deposited by the Trustee without further authorization in the Debt Service Fund.

(b) After payment in full of the principal of, redemption premium, if any, and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agents and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Reserve Fund shall be paid to the Issuer.

Section 406. Rebate Fund.

(a) The Trustee shall deposit in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. Subject to the transfer provisions provided in subsection (b) below, all money at any time deposited in the Rebate Fund and any income earned thereon shall be held in trust, to the extent required to pay arbitrage rebate to the federal government of the United States of America, and neither the Issuer or the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and by the Tax Compliance Agreement (which is incorporated herein by reference).

(b) Pursuant to the Tax Compliance Agreement, the Trustee, on behalf of the Issuer, shall remit from the Rebate Fund rebate installments and the final rebate payments to the United States. The Trustee shall have no obligation to rebate any amounts required to be rebated pursuant to this Section and the Tax Compliance Agreement, other than from moneys held in the Funds created under this Indenture or from other moneys provided to it by the Issuer. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate, or provision made therefor, shall be withdrawn and released to the Issuer.

(c) Notwithstanding any other provision of this Indenture, including in particular this Article, the obligation to remit arbitrage rebate to the United States and to comply with all other requirements of

this Section, the preceding Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Bonds.

Section 407. Non-Presentment of Bonds.

(a) If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof, and provided the Trustee is holding sufficient funds for the payment thereof, all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on such Owner's part under this Indenture or on, or with respect to, said Bond. The Trustee shall give notice to the Owners of the Bonds that it is holding for their benefit sufficient funds for the payment thereof.

(b) Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within one year after the date on which the same have become due shall be paid by the Trustee to the Issuer without liability for interest thereon, free from the trusts created by this Indenture. Thereafter, Owners shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid by the Trustee. The Issuer shall not be liable for any interest on the sums paid to it pursuant to this Section and shall not be regarded as a trustee of such money.

ARTICLE V

SECURITY FOR DEPOSITS AND INVESTMENT OF MONEYS

Section 501. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any fund or account under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture. Until used or applied as herein provided, such moneys shall, except for moneys in the Rebate Fund and the Non-Pledged Revenue Fund, constitute part of the Trust Estate and shall be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as otherwise provided herein.

Section 502. Investment of Moneys.

(a) Moneys in all funds and accounts under any provision of this Indenture shall be continuously invested and reinvested by the Trustee in Investment Securities at the written direction of the Issuer given by an Authorized Issuer Representative or, if such written directions are not received, then the Trustee is authorized to invest such moneys in Investment Securities described in subparagraph (iv) of the definition thereof. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees, which may be deducted from income earned on investments. Moneys on deposit in all funds and accounts may be invested only in Investment Securities which mature or are subject to redemption at the option of the owner thereof prior to the date such funds are expected to be needed. The Trustee may make investments through its investment division or short-term investment department.

(b) All investments shall constitute a part of the fund or account from which the moneys used to acquire such investments have come. The Trustee shall sell and reduce to cash a sufficient amount of investments in a fund or account whenever the cash balance therein is insufficient to pay the amounts

required to be paid therefrom. The Trustee may transfer investments from any fund or account to any other fund or account in lieu of cash when required or permitted by the provisions of this Indenture. Except as otherwise provided in **Section 405** hereof, in determining the balance in any fund or account, investments shall be valued at the lower of their original cost or their fair market value (inclusive of accrued interest thereon) on the most recent Interest Payment Date. The Trustee shall not be liable for any loss resulting from any investment made in accordance herewith.

ARTICLE VI

PARTICULAR COVENANTS AND PROVISIONS

Section 601. Authority to Issue Bonds and Execute Indenture. Subject to **Section 604** hereof, the Issuer covenants that it is duly authorized under the laws of the State to execute and deliver this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable special, limited obligations of the Issuer according to the import thereof.

Section 602. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

Section 603. Instruments of Further Assurance. The Issuer covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better assuring, transferring, pledging and assigning to the Trustee, and granting a security interest unto the Trustee in and to the Trust Estate and the other property and revenues herein described.

Section 604. General Limitation on Issuer Obligations. ANY OTHER TERM OR PROVISION OF THIS INDENTURE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, THE ISSUER SHALL NOT BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE, ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE OR OF THE UNITED STATES OF AMERICA.

Section 605. Recording and Filing. The Issuer shall file or cause to be filed all financing statements and shall provide a copy of the originally filed financing statement to the Trustee. The Trustee shall file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto as may be necessary to be kept and filed in such manner and in such places as may be required by law in order to preserve and protect fully the security of the owners of the Bonds and the rights of the Trustee hereunder. The Issuer hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with any security interest granted hereunder. In carrying out its duties under this Section, the Trustee shall be entitled to rely on an Opinion of Counsel specifying what actions are required to comply with this Section. Unless the Trustee is otherwise notified in writing by the Issuer, the Trustee may rely upon the originally filed financing statements in filing all continuation statements.

Section 606. Possession and Inspection of Books and Documents. The Issuer and the Trustee covenant and agree that all books and documents in their possession relating to the Bonds, the funds established hereunder and to the distribution of proceeds thereof shall at all reasonable times be open to inspection by such accountants or other agencies or Persons as the other party may from time to time designate.

Section 607. Tax Covenants.

(a) The Issuer shall not use or permit the use of any proceeds of the Bonds or any other funds of the Issuer, and the Trustee shall not knowingly use any proceeds of the Bonds or any other funds of the Issuer held by the Trustee, directly or indirectly, to acquire any securities or obligations, and shall not knowingly use or permit the use of any amounts received by the Issuer or the Trustee in any manner, and shall not knowingly take or permit to be taken any other action or actions, which would cause any Bond to be an “arbitrage bond” within the meaning of Section 148(a) of the Code, or “federally guaranteed” within the meaning of Section 149(b) of the Code. If at any time the Issuer is of the opinion that for purposes of this subsection (a) it is necessary to restrict or limit the yield on or change in any way the investment of any moneys held by the Trustee under this Indenture, the Issuer shall so instruct the Trustee in writing and the Trustee shall act in accordance with such instructions. The Issuer and the Trustee shall be deemed in compliance with this Section to the extent they follow the Tax Compliance Agreement or an opinion of Bond Counsel with respect to the investment of funds hereunder.

(b) The Issuer shall not use or permit the use of any proceeds of the Bonds or any other funds of the Issuer, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would result in any of the Bonds being treated as other than an obligation described in Section 103(a) of the Code.

(c) The Issuer will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code.

(d) The Trustee agrees to comply with any written letter or opinion of Bond Counsel which sets forth the requirements to comply with any statute, regulation or ruling that may apply to the Trustee hereunder and relating to reporting requirements or other requirements necessary to preserve the exclusion from federal gross income of the interest on the Bonds.

(e) The foregoing covenants of this Section shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article IX** of this Indenture or any other provision of this Indenture, until the final scheduled payment of all Bonds Outstanding.

ARTICLE VII

DEFAULT AND REMEDIES

Section 701. Events of Default. If any one or more of the following events occurs, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(a) Default in the performance or observance of any of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in the Bonds contained, and the continuance thereof for a period of 30 days after written notice thereof has been given (i) to the Issuer by the Trustee, or (ii) to the Trustee (which notice of default the Trustee shall be required to accept) and

the Issuer by the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding; provided, however, if any default is such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer within such period and diligently pursued until the default is corrected; or

(b) The filing by the Issuer of a voluntary petition in bankruptcy, or failure by the Issuer to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the Issuer to carry on its operation, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of creditors, or the entry by the Issuer into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted.

The Trustee shall give written notice of any Event of Default to the Issuer as promptly as practicable after the occurrence of an Event of Default becomes known to the Trustee in accordance with **Section 801(h)** hereof.

Section 702. Acceleration.

(a) If an Event of Default has occurred and is continuing, the Trustee may, and shall upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, by notice in writing delivered to the Issuer, declare the principal of all the Bonds then Outstanding and the interest accrued thereon immediately due and payable.

(b) In case of any rescission pursuant to **Section 712** hereof, the Trustee, the Issuer and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 703. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession.

(a) If an Event of Default has occurred and is continuing, the Issuer, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the Issuer pertaining thereto, and out of the same and any moneys received from any receiver of any part thereof pay and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including, but not limited to, (i) reasonable compensation to the Trustee, its agents and counsel, and (ii) any reasonable charges of the Trustee hereunder, and the Trustee shall apply the remainder of the moneys so received in accordance with **Section 708** hereof.

(b) Whenever all that is due upon the Bonds has been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the Issuer, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default.

(c) While in possession of the Trust Estate, the Trustee shall render annually to the Issuer a summarized statement of receipts and expenditures in connection therewith.

Section 704. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the earnings, income, products and profits thereof, including without limitation the Pledged TIF Revenues, pending any proceedings hereunder, with such powers as the court making such appointment shall confer.

Section 705. Exercise of Remedies by the Trustee. If an Event of Default has occurred and is continuing, the Trustee may pursue any available remedy at law or equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the Issuer as herein set forth.

If an Event of Default has occurred and is continuing, and if requested so to do by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding and indemnified as provided in **Section 801(i)** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, deems most expedient in the interests of the Owners.

All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owner, and any recovery or judgment shall, subject to **Section 708** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 706. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless:

- (i) a default has occurred of which the Trustee has notice as provided in **Section 801(h)** hereof, and
- (ii) such default has become an Event of Default, and
- (iii) the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have provided to the Trustee indemnity as provided in **Section 801(i)** hereof, and
- (iv) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name;

and such notification, request and indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all

Bonds then Outstanding. Nothing in this Indenture, however, shall affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after its maturity or the obligation of the Issuer to pay the principal of and interest on each of the Bonds to the respective Owners thereof at the time, place, from the source and in the manner herein and in such Bond expressed.

Section 707. Right of Owners to Direct Proceedings. Any other provision herein to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith determines that the proceeding so directed would involve it in personal liability or the Trustee has not been indemnified as provided in **Section 801** hereof.

Section 708. Application of Moneys in Event of Default. Upon an Event of Default, all moneys held or received by the Trustee pursuant to this Indenture or pursuant to any right given or action taken under this Article shall, after payment of the reasonable costs, advances and expenses of the proceedings resulting in the collection of such moneys and all outstanding fees and expenses of the Trustee, and subject to the provisions of **Section 703** hereof, be deposited in the Debt Service Fund. All moneys in the Debt Service Fund and the Revenue Fund shall be applied as follows:

(a) If the principal of all the Bonds has not become or has not been declared due and payable, all such moneys shall be applied from the Debt Service Fund:

(1) *First* -- To the payment to the Persons entitled thereto of all installments of interest then due and payable on the Bonds, in the order in which such installments of interest became due and payable, with interest thereon at the rate or rates specified in the respective Bonds to the extent permitted by law, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege.

(2) *Second* -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds that have become due and payable (other than Bonds called for redemption for the payment of which moneys or securities are held pursuant to this Indenture), in the order of their due dates, and, if the amount available is not sufficient to pay in full such principal due on any particular date, together with such interest, then to the payment ratably, according to the amounts of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto, without any discrimination or privilege.

(c) If the principal of all the Bonds has been declared due and payable, and if such declaration thereafter is rescinded and annulled under the provisions of **Section 712** hereof, then, subject to the provisions of subsection (b) above of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future.

Whenever all of the Bonds and interest thereon have been paid under this Section, and all fees, expenses and charges of the Trustee have been paid (including without limitation those of its agents or counsel), and any other amounts required to be paid under this Indenture, any balance remaining in the Revenue Fund shall be paid to the Issuer for deposit into the Special Tax Allocation Fund.

Section 709. Remedies Cumulative. No remedy conferred by this Indenture upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute.

Section 710. Delay or Omission Not Waiver. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

Section 711. Effect of Discontinuance of Proceedings. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then the Issuer, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 712. Waivers of Events of Default. The Trustee shall waive any Event of Default and its consequences and rescind any declaration of maturity of principal upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

ARTICLE VIII

THE TRUSTEE

Section 801. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person under reasonably similar circumstances would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, receivers, employees or such other professionals but shall not be answerable for the conduct of the same in accordance with the standard specified above, provided the Trustee has exercised reasonable care in making such selection. The Trustee may act or refrain from acting and conclusively rely upon the opinion or advice of counsel, who may, without limitation, be counsel to the Issuer or an employee of the Trustee, concerning all matters of trust hereof and the duties hereunder, and, subject to the restrictions of **Section 802** hereof, may in all cases pay such reasonable compensation to all such agents, attorneys, receivers, employees and other such professionals as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith and shall be fully protected in reliance upon such opinion or advice of counsel.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or for the recording or rerecording, filing or refiling of this Indenture or any security agreements in connection therewith, or for insuring any of the improvements constructed in the Development Area or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any or instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article V** hereof. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the Issuer of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the Issuer under any provision of this Indenture.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper person or persons. Any action taken by the Trustee pursuant to and in accordance with this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee deems it desirable that a matter be proven or established prior to taking, suffering or

omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by an Authorized Issuer Representative as sufficient evidence of the facts therein contained. Prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice of any default or Event of Default unless the Trustee is specifically notified in writing of such default or Event of Default by the Issuer or by the Owners of at least 25% in aggregate principal amount of the Bonds then Outstanding.

(i) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the Redevelopment Project Area, including all books, papers and records of the Issuer pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder.

(k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any funds, or any action whatsoever within the purview of this Indenture, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee as are deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any funds or the taking of any other action by the Trustee.

(l) Anything herein to the contrary notwithstanding, before taking any action under this Indenture, other than any action under **Article II** hereof concerning the payment of principal of, premium, if any, and interest on the Bonds, declaring an Event of Default and accelerating the maturity of the Bonds, the Trustee may, in its discretion, require that satisfactory indemnity be furnished to it by the Owners or other parties for the reimbursement of all reasonable fees, costs liabilities, losses, claims and expenses to which it or its agents or counsel may be put and to protect it against all liability including environmental, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as provided herein.

(n) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in this Section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by any one of its directors, officers or employees unless it is established that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in principal amount of the Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;

(iv) subject to subsection (l) above, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial or environmental liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and

(v) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(o) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee or Paying Agent.

Section 802. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder (not to exceed \$3,500 per year) and all agent and counsel fees and other ordinary costs and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, if it becomes necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary costs and expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and as Registrar for the Bonds. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred.

Section 803. Notice of Default. If a default occurs of which notice is given to the Trustee as provided in **Section 801(h)** hereof, then the Trustee shall give written notice thereof to the Issuer within thirty (30) days (five Business Days if the maturity of the Bonds has been accelerated pursuant to **Section 702** hereof) by first class mail to the Owners of the Bonds then Outstanding as shown by the Register.

Section 804. Intervention by the Trustee. In any judicial proceeding to which the Issuer is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Owners and shall do so if requested in writing by the Owners of at least 25% in the aggregate principal amount of the Bonds then Outstanding, provided that the Trustee shall first have been provided indemnity provided under **Section 801(I)** hereof as it may require against the reasonable costs, expenses and liabilities which it may incur in or by reason of such proceeding, including without limitation attorney's fees and expenses. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 805. Successor Trustee Upon Merger, Consolidation or Sale. Any corporation or association with or into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which the Trustee may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, provided such corporation or association is otherwise eligible under **Section 808** hereof, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 806. Resignation or Removal of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the Issuer and the Owners. If at any time the Trustee ceases to be eligible in accordance with the provisions of this Indenture, it shall resign immediately in the manner provided in this Section. The Trustee may be removed for cause or without cause at any time by an instrument or concurrent instruments in writing delivered to the Trustee and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding. If no Event of Default has occurred and is continuing, or no event exists that constitutes or with the giving of notice or passage of time would constitute a default or Event of Default, the Trustee may be removed for cause (including the failure of the Trustee and the Issuer to agree on the reasonableness of the fees and expenses of the Trustee under this Indenture) at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the Owners and signed by the Issuer. The Issuer or the Owners of a majority in aggregate principal amount of the Bonds then Outstanding may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee. No resignation or removal of the Trustee shall become effective until the appointment of a successor Trustee pursuant to **Section 807** and such successor Trustee has accepted its appointment under **Section 809** hereof.

Section 807. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee may be appointed by the Issuer (provided no Event of Default has occurred and is continuing) or the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy the Issuer, by an instrument executed and signed by an Authorized Issuer Representative, may appoint a temporary Trustee to fill such vacancy until a successor Trustee is appointed by the Owners in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further acts be superseded by the successor Trustee so appointed by such Owners. If a successor Trustee or a temporary Trustee has not been so appointed and accepted such appointment within 30 days of a notice of resignation or removal of the current Trustee, the Trustee may petition a court of competent jurisdiction for the appointment of a successor Trustee to act until such time, if any, as a successor has so accepted its appointment. No resignation or removal of the Trustee and no appointment of a successor Trustee shall become effective until the successor Trustee has accepted its appointment under **Section 809** hereof.

Section 808. Qualifications of Successor Trustees. Any trustee appointed in succession to the Trustee hereunder shall be a trust institution or commercial bank with a principal corporate trust office located in the State, shall be in good standing and qualified to accept such trusts, shall be subject to examination by a federal or state bank regulatory authority, and shall have a reported capital and surplus of not less than \$50,000,000. If such institution publishes reports of conditions at least annually pursuant to law or regulation, then for the purposes of this Section the capital and surplus of such institution shall be deemed to be its capital and surplus as set forth in its most recent report of condition so published.

Section 809. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; and the obligations and duties of the predecessor Trustee hereunder shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the Issuer, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be reasonably required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

Section 810. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, and in particular in case of the enforcement of either upon an Event of Default, or if the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee, but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the Issuer be reasonably required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

(d) If any co-trustee or separate trustee dies, becomes incapable of acting, resigns or is removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate

trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 811. Annual Statement; Semi-Annual Statements. Unless the Trustee is delivering statements more frequently to the Issuer, the Trustee shall render an annual statement for each fiscal year ending April 30 to the Issuer and, if so requested and the expense thereof is paid, to any Owner requesting the same, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds created by this Indenture as of the beginning and close of such accounting period.

Section 812. Paying Agents; Registrar; Appointment and Acceptance of Duties; Removal.

(a) The Trustee is hereby designated and agrees to act as Paying Agent and as Registrar for and in respect of the Bonds.

(b) The Issuer may appoint one or more additional Paying Agents for the Bonds. Each Paying Agent other than the Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the Issuer and the Trustee a written acceptance thereof. The Issuer may remove any Paying Agent other than the Trustee and any successors thereto, and appoint a successor or successors thereto; provided that any such Paying Agent designated by the Issuer shall continue to be a Paying Agent of the Issuer for the purpose of paying the principal of and interest on the Bonds until the designation of a successor as such Paying Agent and acceptance by such successor of the appointment. Each Paying Agent is hereby authorized to pay or redeem Bonds when such Bonds are duly presented to it for payment or redemption, which Bonds shall thereafter be delivered to the Trustee for cancellation.

(c) The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' notice to the Issuer and the Trustee. The Paying Agent may be removed by the Issuer at any time by an instrument signed by the Issuer and filed with the Paying Agent and the Trustee. In the event of the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee.

(d) If the Issuer fails to appoint a Paying Agent hereunder, or the Paying Agent resigns or is removed, or is dissolved, or if the property or affairs of the Paying Agent are taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the Issuer has not appointed its successor as Paying Agent, the Trustee shall ipso facto be deemed to be the Paying Agent for all purposes of this Indenture until the appointment by the Issuer of the Paying Agent or successor Paying Agent, as the case may be. The Trustee shall give each Owner notice by first-class mail of the appointment of a Paying Agent or successor Paying Agent.

ARTICLE IX

SATISFACTION AND DISCHARGE OF THE INDENTURE

Section 901. Satisfaction and Discharge of the Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 902** hereof, and provision also is made for paying all other sums payable hereunder, including the fees, charges and expenses of the Trustee and the Paying Agents to the date of payment of the Bonds, then the right, title and interest of the Trustee

under this Indenture shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the Issuer such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the Issuer any property at the time subject to this Indenture which may then be in the Trustee's possession, except (1) amounts in the Debt Service Fund required to be paid to the Owners under **Section 403** hereof, (2) amounts set aside for the payment of arbitrage rebate, if any, and (3) funds or securities in which such moneys are invested and held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The Issuer is hereby authorized to accept a certificate of the Trustee stating that the whole amount of the principal and interest so due and payable upon all of the Bonds then Outstanding has been paid or provision for such payment has been made in accordance with **Section 902** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof the Issuer shall cancel and erase the inscription of this Indenture from its records.

Section 902. Bonds Deemed to Be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of such Bonds, plus premium, if any, and interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms hereof, or (2) provision therefor has been made by depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment and/or (ii) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and the Trustee shall have received an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that such deposit will not cause the interest on such Bonds to be included in gross income of the Owners thereof for purposes of federal income taxation. At such time as a Bond is deemed to be paid hereunder as aforesaid, such Bond shall no longer be secured by or be entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys and/or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (2) of subsection (a) above shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed prior to their respective stated maturities, proper notice of such redemption has been given in accordance with **Article III** hereof or irrevocable instructions have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds and premium, if any, and interest thereon shall be applied to and be used solely for the payment of the particular Bonds and interest thereon with respect to which such moneys and/or Government Securities have been so set aside in trust.

(d) If the interest earnings on money or Government Securities are necessary to provide for the payment of the Bonds under this Section, the Trustee shall receive a verification report of a firm of independent certified public accountants that the moneys and/or Government Securities deposited with the Trustee are sufficient to pay when due the principal of, premium, if any, and interest on the Bonds on or prior to the applicable redemption or maturity date.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 1001. Supplemental Indentures Not Requiring Consent of Owners. The Issuer and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as are not inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture or to release property from the Trust Estate which was included by reason of an error or other mistake;
- (b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;
- (c) To subject to this Indenture additional revenues, properties or collateral;
- (d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification of this Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;
- (e) To evidence the appointment of a separate trustee or the succession of a new trustee hereunder; or
- (f) To make any other change which, in the sole judgment of the Trustee, does not materially adversely affect the interests of the Owners. In exercising such judgment the Trustee may rely on an Opinion of Counsel.

Section 1002. Supplemental Indentures Requiring Consent of Owners. In addition to Supplemental Indentures permitted by **Section 1001** hereof and subject to the terms and provisions contained in this Section, and not otherwise, with the consent of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, the Issuer and the Trustee may from time to time enter into such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit or be construed as permitting:

- (a) an extension of the maturity of the principal of, any change in the optional or mandatory redemption of or the scheduled date of payment of interest on any Bond;
- (b) a reduction in the principal amount, redemption premium or any interest payable on any Bond;
- (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds except as provided in this Indenture;
- (d) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture; or

(e) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

If at any time the Issuer requests the Trustee to enter into any such Supplemental Indenture, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed by first-class mail, postage prepaid, to each Owner. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as shall be prescribed by the Issuer following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 1003. Opinion of Bond Counsel. Notwithstanding anything to the contrary in **Sections 1001 or 1002** hereof, before the Issuer and the Trustee enter into any Supplemental Indenture there shall have been delivered to the Trustee an opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture and the TIF Act, complies with their respective terms, and will, upon the execution and delivery thereof, be valid and binding upon the Issuer in accordance with its terms and will not adversely affect the exclusion from federal gross income of interest on any Bonds then Outstanding.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Consents and Other Instruments by Owners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument (other than the assignment of a Bond) may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the Register. In all cases where Bonds are owned by persons other than the Issuer or an assignee of the Issuer, in determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by, or held by or for the account of, the Issuer, shall be disregarded and deemed not to be Outstanding under this Indenture.

Section 1102. Notices. Except as otherwise provided herein, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered by hand delivery or overnight delivery service or on the third day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as specified in this Section, or transmitted by confirmed telecopy or electronic mail, except that any of the foregoing given to the Trustee shall be effective only upon receipt. A duplicate copy of each notice, certificate or other communication given hereunder to any party mentioned in this Section shall be given to all other parties mentioned therein (other than the Owners of the Bonds unless a copy is required to be furnished to them by other provisions of this Indenture). The Issuer or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent to it.

(a) To the Issuer at:

Village of Rantoul
333 South Tanner
Rantoul, Illinois 6186
Attention: Village President

with a copy to:

Evans, Froehlich, Beth & Chamley
44 East Main Street, Third Floor
Champaign, Illinois 61820
Attention: Mr. David B. Wesner

(b) To the Trustee at:

Zions Bancorporation, National Association
111 West Washington Street, Suite 1860
Chicago, Illinois 60602
Attention: Corporate Trust Department

(c) To the Purchaser at:

Bernardi Securities, Inc.
1718 Peoria Street, Suite C
Peru, Illinois 61354
Attention: Public Finance Department

(d) To the Owners:

By first class mail, postage prepaid, addressed to each of the Owners of all Bonds at the time Outstanding, as shown by the Register. Any notice so mailed to the Owners of the Bonds shall be deemed given at the time of mailing whether or not actually received by the Owners of the Bonds.

In the event of any notice to a party other than the Issuer, a copy of said notice shall be provided to the Issuer. The above parties may from time to time designate, by notice given hereunder to the other parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1103. Limitation of Rights Under the Indenture. With the exception of rights herein expressly conferred and as otherwise provided in this Section, nothing expressed or mentioned in or to be implied by this Indenture or the Bonds is intended or shall be construed to give any person other than the parties hereto and the Owners of the Bonds, any right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are, except as otherwise provided in this Section, intended to be and are for the sole and exclusive benefit of the parties hereto and the Owners of the Bonds as herein provided.

Section 1104. Suspension of Mail Service. If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 1105. Business Days. If any date for the payment of principal of, premium, if any, or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter; provided, however, any interest that accrues on any unmatured or unredeemed Bonds from the due date shall be payable on the next succeeding Interest Payment Date.

Section 1106. Immunity of Officers, Employees and Members of Issuer. No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, official, member, employee or agent of the Issuer, the governing body of the Issuer, or of any successor public entity, as such, either directly or through the Issuer or any successor public entity, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, officials, directors, members, trustees, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of the Bonds.

Section 1107. No Sale. The Issuer covenants and agrees that it will not sell, convey, assign, pledge, encumber or otherwise dispose of any part of the moneys subject to this Indenture.

Section 1108. Severability. If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture, or any part thereof.

Section 1109. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1110. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1111. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles,

electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the Village of Rantoul, Champaign County, Illinois has caused these presents to be signed in its name and behalf and its official seal to be hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, Zions Bancorporation, National Association has caused these presents to be signed in its name and behalf, all as of the day and year first above written.

**VILLAGE OF RANTOUL, CHAMPAIGN
COUNTY, ILLINOIS**

[SEAL]

By: _____
President

ATTEST:

Village Clerk

**ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Title: Vice President

EXHIBIT A
FORM OF BONDS

EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE (DESCRIBED HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (DESCRIBED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

UNITED STATES OF AMERICA
STATE OF ILLINOIS

Registered
No. R-_____

Registered
\$ _____

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS
TAX INCREMENT REFUNDING REVENUE BONDS, SERIES 2024
(EVANS ROAD PROJECT)

Rate of Interest:	Maturity Date:	Dated Date:	CUSIP No.
%	December 1, 20__	_____, 2024	

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ **DOLLARS.**

The **VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS**, a home rule municipality under the laws of the State of Illinois (the “Issuer”), for value received, hereby promises to pay to the registered owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, and to pay interest thereon from the Dated Date shown above or from the most recent Interest Payment Date (as herein defined) to which interest has been paid or duly provided for, at the Rate of Interest per annum shown above. Interest shall be payable semiannually on June 1 and December 1 in each year (each, an “Interest Payment Date”), beginning on December 1, 2024. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined).

The principal of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or the redemption date hereof, upon presentation and surrender of this Bond at the principal corporate trust office of Zions Bancorporation, National Association, Chicago, Illinois (the “Trustee”) or such other office as the Trustee shall designate. The interest payable on this Bond on any Interest Payment Date shall be paid to the Person in whose name this Bond is registered on the Register at the close of business on the fifteenth day (whether or not a Business Day) of the calendar month immediately preceding such Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Trustee to the address of such registered owner hereof shown on the Register or (b) in the case of a principal or interest payment to any registered owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such registered owner upon written notice given to the Trustee by such registered owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the name and address of the bank (which shall be in the continental United States), the bank’s ABA routing number and the name and account number to which such registered owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of fully-registered bonds of the Issuer designated “Village of Rantoul, Champaign County, Illinois Tax Increment Refunding Revenue Bonds, Series 2024 (Evans Road Project),” in the aggregate principal amount of \$[*Principal*] (the “Bonds”).

The Bonds are being issued pursuant to the Illinois Municipal Code, including specifically the Tax Increment Allocation Redevelopment Act, as such powers are supplemented by the Local Government Debt Reform Act and the Issuer’s home rule powers, pursuant to a Trust Indenture dated as of [*Dated Date*], between the Issuer and the Trustee (said Trust Indenture, as amended and supplemented in accordance with the terms thereof, being herein called the “Indenture”), and pursuant to an ordinance adopted by the Board of Trustees of the Issuer on April 9, 2024. The Bonds are being issued for the purpose of providing funds to refund certain outstanding obligations, to fund a debt service reserve fund for the Bonds, and to pay the costs of issuance of the Bonds, all under the authority of and in full compliance with the Constitution and laws of the State of Illinois.

The Bonds constitute special, limited obligations of the Issuer payable as to principal, premium, if any, and interest solely from Pledged TIF Revenues and other moneys pledged thereto and held by the Trustee under the Indenture.

The Bonds and the interest thereon do not constitute a debt of the Issuer, the State or any political subdivision thereof, and do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

The Bonds are subject to optional redemption by the Issuer in whole or in part at any time on or after December 1, 20____, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, plus accrued interest to the redemption date.

The Bonds are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Indenture on December 1 of the years set forth in the Indenture at 100% of the principal amount thereof plus accrued interest to the redemption date.

If any of the Bonds are to be called for redemption as aforesaid, notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the Register as of the date of such notice, as

more fully described in the Indenture. Notice of redemption having been given as aforesaid, and provided that moneys are on deposit with the Trustee to effect the required redemption, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price) such Bonds or portions of Bonds so called for redemption shall cease to bear interest, shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture. Any defect in any notice or the failure of any parties to receive any notice of redemption shall not cause any Bond called for redemption to remain Outstanding.

When less than all of the Outstanding Bonds are to be redeemed and paid prior to maturity, such Bonds or portions of Bonds shall be redeemed in the order of maturity designated by the Issuer, and within any maturity the Bonds shall be redeemed in Authorized Denominations by the Trustee by lot or in such other equitable manner as it may determine.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One Bond certificate for each maturity, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody or that of the Trustee as the Depository's "FAST" Agent. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants. The Trustee and the Issuer will recognize the Securities Depository nominee, while the registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of and interest on, this Bond, (ii) notices and (iii) voting. Transfers of principal and interest to participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Trustee and the Issuer will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or Persons acting through such participants. While the Securities Depository nominee is the registered Owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Bond shall be made, and notices shall be given, in accordance with existing arrangements among the Securities Depository, the Trustee and the Issuer.

EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

The Bonds are issuable in the form of fully-registered bonds in the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof.

This Bond may be transferred or exchanged, as provided in the Indenture, only upon the Register, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or the registered owner's duly authorized agent. The Issuer and the Trustee may deem and treat the Person in whose name this Bond is registered on the Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

Restrictions on Transfer. EACH PERSON WHO IS OR WHO BECOMES A BENEFICIAL OWNER OF A BOND SHALL BE DEEMED BY THE ACCEPTANCE OR ACQUISITION OF SUCH BENEFICIAL OWNERSHIP INTEREST TO HAVE AGREED TO BE BOUND BY THE PROVISIONS

OF THE INDENTURE WHICH PLACE LIMITATIONS ON THE TRANSFER OF THE BONDS. NO BENEFICIAL OWNERSHIP INTEREST IN A BOND MAY BE TRANSFERRED, UNLESS THE PROPOSED TRANSFEREE IS AN APPROVED INVESTOR

This Bond shall not be valid or binding on the Issuer or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the **VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS** has executed this Bond by causing it to be signed by the manual or facsimile signature of its President and attested by the manual or facsimile signature of its Village Clerk, and its official seal to be affixed or imprinted hereon, and this Bond to be dated as of the Dated Date shown above.

Registration Date: _____

**VILLAGE OF RANTOUL, CHAMPAIGN
COUNTY, ILLINOIS**

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Indenture.

By _____
President

**ZIONS BANCORPORATION,
NATIONAL ASSOCIATION,**
as Trustee

(SEAL)

ATTEST:

By _____
Authorized Signatory

By _____
Village Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Print or Type Name, Address and Social
Security Number or other Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ agent to transfer the within Bond on the books
kept by the Trustee for the registration thereof, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must
correspond with the name of the registered
Owner as it appears on the face of the within
Bond in every particular.

Signature Guaranteed By:

EXHIBIT B

FORM OF WRITTEN REQUEST FROM THE COSTS OF ISSUANCE ACCOUNT

Request No. _____

Date: _____

To: Zions Bancorporation, National Association, as Trustee

Attention: Corporate Trust Department

as Trustee under the Trust Indenture dated as of [*Dated Date*], between the Village of Rantoul, Champaign County, Illinois and said Trustee (the "Indenture") authorizing the issuance of Tax Increment Refunding Revenue Bonds, Series 2024 (Evans Road Project)

Pursuant to **Section 404** of the Indenture, the Village of Rantoul, Champaign County, Illinois (the "Village") requests payment from the Costs of Issuance Account of the Project Fund in accordance with this request and said **Section 404** and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Indenture.
3. The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on **Attachment I** hereto.
4. Said payment is a proper charge against the Costs of Issuance Account of the Project Fund. No part thereof has been, is being or will be made the basis for the withdrawal of any money in any previous, pending or subsequent request filed with the Trustee pursuant to the Indenture.
5. With respect to this disbursement, the Issuer (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with its instructions herein.

**VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS**

By: _____
Authorized Issuer Representative

ATTACHMENT I
TO WRITTEN REQUEST FOR DISBURSEMENTS FROM THE
COSTS OF ISSUANCE ACCOUNT OF THE PROJECT FUND

REQUEST NO. _____

DATE: _____

SCHEDULE OF PAYMENTS REQUESTED

Person, firm or corporation to whom payment is due	Amount to be paid	General classification and description of the cost of issuance for which the obligation to be paid was incurred
---	----------------------	--

EXHIBIT C
DESCRIPTION OF DEVELOPMENT AREA

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED APRIL __, 2024

**NEW ISSUE
BOOK-ENTRY ONLY**

NOT RATED

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Village, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the “Code”), the interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purpose and is not an item of tax preference for purposes of the federal alternative minimum tax. The Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. The interest on the Bonds is not exempt from present State of Illinois income taxes. Bond Counsel notes that interest on the Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. See “TAX MATTERS” in this Limited Offering Memorandum.

\$7,165,000*

**VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS
TAX INCREMENT REFUNDING REVENUE BONDS, SERIES 2024
(EVANS ROAD PROJECT)**

Dated: Date of Delivery

Due: See Inside Cover

The Bonds are being issued by the Village of Rantoul, Champaign County, Illinois (the “Village”), pursuant to a Trust Indenture dated as of April 1, 2024 (the “Indenture”) by and between the Village and the Zions Bancorporation, National Association, Chicago, Illinois, as trustee (the “Trustee”). The Bonds are special, limited obligations of the Village payable solely from Pledged TIF Revenues, moneys on deposit in the Debt Service Reserve Fund, and any other moneys and securities held by the Trustee under the terms of the Indenture.

Principal of the Bonds will be paid annually on December 1 as shown on the inside cover. Interest on the Bonds will be payable semiannually on each June 1 and December 1, beginning December 1, 2024.

THE BONDS AND THE INTEREST THEREON DO NOT CONSTITUTE A DEBT OF THE VILLAGE, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF, AND DO NOT CONSTITUTE AN INDEBTEDNESS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL, THE OBLIGATIONS OF THE VILLAGE TO TRANSFER PLEDGED TIF REVENUES TERMINATES ON DECEMBER 31, 2033.

The Bonds involve a high degree of risk, and prospective purchasers should read the section herein captioned “OWNERS’ RISKS.” The Bonds may not be suitable investments for all persons. Prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should confer with their own legal and financial advisors and should be able to bear the risk of loss of their investment in the Bonds before considering a purchase of the Bonds.

The Bonds are subject to optional and mandatory redemption prior to maturity as described herein. See “THE BONDS – Redemption Provisions” herein.

The Bonds will be sold only to persons that are (1) “accredited investors” under Rule 401(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the “Securities Act”) or (2) “qualified institutional buyers” in reliance on Rule 144A under the Securities Act (an “Approved Investor”). The Bonds are subject to transfer restrictions. Each purchaser of the Bonds offered hereby will be deemed to have represented and warranted it is (i) an Approved Investor and (ii) acquiring the Bonds for its own account or for the account of an Approved Investor, and not with a view to the further distribution thereof but expressly reserves the right to sell the Bonds.

The Bonds are offered when, as and if issued by the Village, subject to the approval of legality by Gilmore & Bell, P.C., Edwardsville, Illinois, Bond Counsel to the Village. Certain legal matters related to this Limited Offering Memorandum will be passed upon by Gilmore & Bell, P.C., Edwardsville, Illinois. Certain legal matters will be passed upon for the Village by Evans, Froehlich, Beth & Chamley, Champaign, Illinois. Burke, Warren, MacKay & Serritella, P.C., Chicago, Illinois, serves as counsel to the Underwriter. It is expected that the Bonds will be available for delivery on or about April __, 2024.

The date of this Limited Offering Memorandum is _____, 2024.

* Preliminary; subject to change.

Draft March 21, 2024

\$7,165,000*
VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS
TAX INCREMENT REFUNDING REVENUE BONDS, SERIES 2024
(EVANS ROAD PROJECT)

MATURITY SCHEDULE*

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP Number</u>
12/01/2033	\$7,165,000				

* Preliminary; subject to change.

**VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS**

333 South Tanner
Rantoul, Illinois 61866
(217) 893-1661
Fax: (217) 892-6870

Village President
Charles Smith

Village Clerk
Janet Gray

Village Administrator
Scott Eisenhauer

Trustees

Irene Weathersby
Regina Crider
Donald Robertson
Sam Hall
Terry Workman
Gary Wilson

Village Attorney

Evans, Froehlich, Beth & Chamley
Champaign, Illinois

Bond and Disclosure Counsel

Gilmore & Bell, P.C.
Edwardsville, Illinois

Underwriter's Counsel

Burke, Warren, MacKay & Serritella, P.C.
Chicago, Illinois

Underwriter

Bernardi Securities, Inc.
Chicago, Illinois

No dealer, broker, salesman or other person has been authorized by the Village to give any information or to make any representations with respect to the Bonds offered hereby other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Limited Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds offered hereby by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been furnished by the Village and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Village. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Village since the date hereof.

The Underwriter has provided the following sentence for inclusion in this Limited Offering Memorandum. The Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The Bonds have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended, or under any state securities or “blue sky” laws. The Bonds are offered pursuant to an exemption from registration with the Securities and Exchange Commission. In making an investment decision, investors must rely on their own examination of the terms of this offering, including the merits and risks involved. These securities have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this document. Any representation to the contrary may be a criminal offense.

CAUTIONARY STATEMENTS REGARDING FORWARD- LOOKING STATEMENTS IN THIS LIMITED OFFERING MEMORANDUM

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “anticipate,” “projected,” “budget” or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THESE FUTURE RISKS AND UNCERTAINTIES INCLUDE THOSE DISCUSSED IN THE “**OWNERS’ RISKS**” SECTION OF THIS LIMITED OFFERING MEMORANDUM. EXCEPT AS PROVIDED IN THE CONTINUING DISCLOSURE UNDERTAKING, THE FORM OF WHICH IS CONTAINED IN **APPENDIX B** HERETO, NEITHER THE VILLAGE NOR ANY OTHER PARTY PLANS TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN THEIR EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES UPON WHICH SUCH STATEMENTS ARE BASED OCCUR.

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LIMITED OFFERING MEMORANDUM

\$7,165,000*

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS TAX INCREMENT REFUNDING REVENUE BONDS, SERIES 2024 (EVANS ROAD PROJECT)

INTRODUCTION

This introduction is only a brief description and summary of certain information contained in this Limited Offering Memorandum and is qualified in its entirety by reference to the more complete and detailed information contained in the entire Limited Offering Memorandum, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Limited Offering Memorandum.

Purpose of the Limited Offering Memorandum

The purpose of this Limited Offering Memorandum is to furnish information relating to (1) the Village of Rantoul, Champaign County, Illinois (the “Village”), (2) the Village’s Tax Increment Refunding Revenue Bonds, Series 2024 (Evans Road Project) (the “Bonds”) and (3) a redevelopment project originally consisting of the construction of an approximately 813,126 square foot industrial building, including approximately 34,550 square feet of office space (the “Project”), situated within an approximately 72-acre parcel of real property (the “Development Area”). For the definition of certain capitalized terms used herein and not otherwise defined, see “**Appendix A – Definitions and Summary of the Indenture**” herein. The Project and Development Area are currently owned by Lex Rantoul L.P., an entity related to LXP Industrial Trust (formerly known as Lexington Realty Trust), a publicly traded real estate investment trust (the “Landlord”), and the Project is currently leased to Vista Outdoor Inc., a global designer, manufacturer and marketer of outdoor recreation and shooting sports products, or an entity related to Vista Outdoor Inc. (the “Tenant”).

The Village

The Village, located in Champaign County, Illinois (the “County”), is a home-rule unit of government and political subdivision of the State of Illinois (the “State”). See the caption “**THE VILLAGE**” herein.

The Bonds

The Bonds are being issued pursuant to the Illinois Municipal Code, including specifically the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended and supplemented (the “TIF Act”), as such powers are supplemented by the Local Government Debt Reform Act, 30 ILCS 350/1 *et seq.*, and the Village’s home rule powers and the Trust Indenture dated as of April 1, 2024 (the “Indenture”) between the Village and Zions Bancorporation, National Association, Chicago, Illinois, as trustee (the “Trustee”). The Bonds are being issued, together with other legally available funds of the Village, to (a) refund the Village’s Tax Increment Revenue Bonds (Evans Road), Series 2013B (the “Refunded Bonds”) issued to finance certain redevelopment project costs related to the Project, (b) fund a debt service reserve fund, and (c) pay the costs of issuance of the Bonds. A description of the Bonds is contained in this Limited Offering Memorandum under the caption “**THE BONDS.**” All references to the Bonds are qualified in their entirety by the definitive form thereof and the provisions with respect thereto included in the Indenture.

* Preliminary; subject to change.

Security for the Bonds

The Bonds and the interest thereon are special, limited obligations of the Village, payable solely from Pledged TIF Revenues, moneys on deposit in the Debt Service Reserve Fund, and any other moneys and securities held by the Trustee under the terms of the Indenture, all as provided in the Indenture. Additionally, a Tax Escrow Agreement among the Village, the Trustee, and the County Collector of Champaign County, Illinois (the "County Collector"), will allow for the direct payment of the TIF Revenues from the County Collector to the Trustee.

See **"SOURCES OF PAYMENT AND SECURITY FOR THE BONDS"** herein.

"Development Area" means the portion of the Redevelopment Project Area (approximately 72 acres) described in the Indenture upon which the Project is located.

"Non-Pledged Area" means the Redevelopment Project Area except the Development Area.

"Non-Pledged TIF Revenues" means 100% of the TIF Revenues generated from the Non-Pledged Area.

"Pledged TIF Revenues" means 100% of the TIF Revenues generated from the Development Area.

"Redevelopment Plan" means the Issuer's "Evans Road Redevelopment Project Area - Tax Increment Financing Eligibility Study, Redevelopment Plan and Project" dated August 1, 2012.

"Redevelopment Project Area" means the area legally described in the Redevelopment Plan.

"TIF Revenues" means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the Redevelopment Project Area by any and all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increase in the then-current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each such piece of property, all as determined by the County Clerk in accordance with the TIF Act, and which includes Pledged TIF Revenues and Non-pledged TIF Revenues.

THE BONDS AND THE INTEREST THEREON DO NOT CONSTITUTE A DEBT OF THE VILLAGE, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND DO NOT CONSTITUTE AN INDEBTEDNESS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

BECAUSE OF LIMITATIONS IMPOSED BY CURRENT STATE LAW, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL, THE OBLIGATIONS OF THE VILLAGE UNDER THE INDENTURE TO TRANSFER PLEDGED TIF REVENUES TERMINATES ON DECEMBER 31, 2033.

Limitation on Purchase and Transfer Restrictions

THE BONDS ARE OFFERED AND WILL BE SOLD ONLY TO INVESTORS THAT ARE REASONABLY BELIEVED TO BE (1) AN "ACCREDITED INVESTOR" UNDER RULE 501(a) OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR (2) A "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT. Purchases and transfers of interests in the Bonds are limited and restricted. See "NOTICE TO INVESTORS."

Owners' Risks

The Bonds involve a high degree of risk, and prospective purchasers should read the section herein captioned **"OWNERS' RISKS."** The Bonds may not be suitable investments for all persons, and prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should confer with their own legal and financial advisors and should be able to bear the risk of loss of their investment in the Bonds before considering a purchase of the Bonds.

Definitions and Summary of Documents

Definitions of certain words and terms used in this Limited Offering Memorandum and a summary of certain provisions of the Indenture are included in this Limited Offering Memorandum in **Appendix A** hereto. Such definitions and summaries do not purport to be comprehensive or definitive. All references herein to the Indenture are qualified in their entirety by reference to the definitive form of such document, a copy of which may be obtained from the Village, 333 South Tanner, Rantoul, Illinois 61866.

Continuing Disclosure

The Village covenants in the Continuing Disclosure Undertaking to provide (a) certain financial information relating to the Village by not later than 210 days following the end of each fiscal year of the Village, commencing with the fiscal year ending April 30, 2024, and (b) notices of the occurrence of certain enumerated events. The form of Continuing Disclosure Undertaking is attached as **Appendix B** hereto.

The Village has previously entered into continuing disclosure undertakings. The Village covenanted to disseminate its audited financial statements and certain annual financial information with respect to the Refunded Bonds within 180 days of its fiscal year end, but filed such information outside the covenanted timeframe for fiscal years 2019, 2021, and 2022. Notice of the late filings, except for the late filing in fiscal year 2019, which the Village believes was not material due to the because the Village timely filed unaudited financial statements, has been filed on EMMA. Certain financial information and operating data was submitted in a form that was different than that presented in the official statement for the Refunded Bonds and had been mislabeled. The Village recently filed operating data for the last five fiscal years on EMMA to clarify and correct past mislabeling and to provide a concise summary of the required information. Finally, certain quarterly information was not filed on EMMA by the trustee as required by the undertaking for the Refunded Bonds.

THE BONDS

The following is a summary of certain terms and provisions of the Bonds. Reference is hereby made to the Bonds and the provisions with respect thereto in the Indenture for the detailed terms and provisions thereof.

Authorization; Description of the Bonds

The Bonds are being issued pursuant to and in full compliance with the Constitution and laws of the State. The Bonds will be issuable as fully-registered bonds. Purchases of the Bonds will be made in book-entry form only (as described below) in denominations of \$100,000 and in integral multiples of \$5,000 in excess thereof ("Authorized Denominations"). Purchasers of the Bonds will not receive certificates representing their interests in the Bonds purchased. The Bonds will be dated as of the date of initial issuance and delivery thereof, and will mature on the dates and in the principal amounts set forth on the inside cover page of this Limited Offering Memorandum. The Bonds will bear interest at the rate per annum set forth on the inside cover page hereof, which

interest will be payable semiannually on June 1 and December 1 in each year, beginning on December 1, 2024. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

Registration, Transfer and Exchange of Bonds

Any Bond may be transferred only upon the Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the Village shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully-registered Bond or Bonds, registered in the name of the transferee, of the same maturity and of any Authorized Denomination.

Any Bond, upon surrender thereof at the principal corporate trust office of the Trustee or such other office as the Trustee shall designate, together with an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for Bonds of the same maturity, of any Authorized Denomination or Denominations, bearing interest at the same rate, and registered in the name of the Owner.

The Village or the Trustee may make a charge against each Owner requesting a transfer or exchange of Bonds for every such transfer or exchange of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such transfer or exchange, the cost of printing, if any, each new Bond issued upon any transfer or exchange and the reasonable expenses of the Village and the Trustee in connection therewith, and such charge shall be paid before any such new Bond shall be delivered. The Village or the Trustee may levy a charge against an Owner sufficient to reimburse it for any governmental charge required to be paid in the event the Owner fails to provide a correct taxpayer identification number to the Trustee. Such charge may be deducted from amounts otherwise due to such Owner.

Redemption Provisions

Optional Redemption. The Bonds are subject to optional redemption by the Village in whole or in part at any time on or after December 1, 20__, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, plus accrued interest to the redemption date.

[Remainder of Page Intentionally Left Blank.]

Mandatory Sinking Fund Redemption. The Bonds are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Indenture on December 1 in each of the years set forth below, at 100% of the principal amount thereof plus accrued interest to the redemption date:

<u>Year</u>	<u>Principal Amount*</u>
2024	\$670,000
2025	570,000
2026	605,000
2027	650,000
2028	680,000
2029	720,000
2030	760,000
2031	795,000
2032	840,000
2033**	875,000

**Final Maturity

Selection of Bonds to be Redeemed. Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Bonds are to be redeemed and paid prior to maturity, such Bonds or portions of Bonds to be redeemed shall be selected in Authorized Denominations by the Trustee by lot or in such other equitable manner as it may determine from such maturities and in such amounts as the Village may determine.

In the case of a partial redemption of Bonds when Bonds of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it was a separate Bond of the denomination of the minimum Authorized Denomination. If one or more, but not all, of the minimum Authorized Denomination units of principal amount represented by any Bond are selected for redemption, then upon notice of intention to redeem such minimum Authorized Denomination unit or units, the Owner of such Bond or his attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (i) for payment of the redemption price (including the interest to the date fixed for redemption) of the minimum Authorized Denomination unit or units of principal amount called for redemption, and (ii) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond of a denomination greater than minimum Authorized Denomination fails to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the minimum Authorized Denomination unit or units of principal amount called for redemption (and to that extent only) and shall cease to accrue interest on the principal amount so called for redemption.

Notice and Effect of Call for Redemption. Unless waived by any Owner of Bonds to be redeemed, official notice of the redemption of any Bond shall be given by the Trustee on behalf of the Village by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption to the Owner of the Bond or Bonds to be redeemed at the address shown on the Register; provided, however, that failure to give such notice by mailing as aforesaid to any Owner or any defect therein as to any particular Bond shall not affect the validity of any proceedings for the redemption of any other Bonds.

* Preliminary; subject to change.

On or prior to the date fixed for redemption, the Village shall deposit moneys or Government Securities with the Trustee as provided in the Indenture to pay the Bonds called for redemption and accrued interest thereon to the redemption date. Upon the happening of the above conditions, and notice having been given as provided in the Indenture, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, provided moneys sufficient for the payment of the redemption price are on deposit at the place of payment at the time, and shall no longer be entitled to the protection, benefit or security of the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture.

Payment and Discharge Provisions

When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in the Indenture, and provision also is made for paying all other sums payable under the Indenture, including the fees and expenses of the Trustee and the Paying Agent to the date of payment of the Bonds, then the right, title and interest of the Trustee under the Indenture shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release the Indenture and shall execute, acknowledge and deliver to the Village such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of the Indenture, and shall assign and deliver to the Village any property at the time subject to the Indenture which may then be in the Trustee's possession, except (1) amounts in the Debt Service Fund required to be paid to the Owners under the Indenture, and (2) except funds or securities in which such moneys are invested and held by the Trustee for the payment of the principal of and interest on the Bonds.

Defeasance Provisions

Bonds shall be deemed to be paid within the meaning of the Indenture when payment of the principal of such Bonds, plus premium, if any, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in the Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms of the Indenture, or (2) provision therefor has been made by depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment or (ii) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment. If the interest earnings on money or Government Securities are necessary to provide for the payment of the Bonds, the Trustee shall receive a verification report of a firm of independent certified public accountants that the moneys and Government Securities deposited with the Trustee are sufficient to pay when due the principal or redemption price, if any, and interest on the Bonds on or prior to the applicable redemption or maturity date. At such time as a Bond is deemed to be paid under the Indenture, such Bond shall no longer be secured by or be entitled to the benefits of the Indenture, except for the purposes of any such payment from such moneys or Government Securities.

Book-Entry Only System

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity and will be deposited with DTC or with the Trustee as its "FAST" Agent.

DTC and its Participants. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of

the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book–entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchase of Ownership Interests. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bonds (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book–entry system for the Bonds is discontinued.

Transfers. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Notices. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Voting. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Village as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of Principal and Interest. Redemption proceeds, principal and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Village or the Trustee, on payable dates in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the Village subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee or the Village, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Continuation of Book-Entry Only System. DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Trustee or the Village. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The information above concerning DTC and DTC's book-entry system has been obtained from sources that the Village believes to be reliable, but is not guaranteed as to accuracy or completeness by and is not to be construed as a representation by the Village or the Underwriter. The Village and the Underwriter make no assurances that DTC, Direct Participants, Indirect Participants or other nominees of the Beneficial Owners will act in accordance with the procedures described above or in a timely manner.

SOURCES OF PAYMENT AND SECURITY FOR THE BONDS

Limited Obligations; Sources of Payment

The Bonds and the interest thereon are special, limited obligations of the Village, payable solely from Pledged TIF Revenues, moneys on deposit in the Debt Service Reserve Fund, and any other moneys and securities held by the Trustee under the terms of the Indenture. The Debt Service Reserve Fund will be funded in the amount of \$931,675* (the "Debt Service Reserve Requirement") as additional security for the Bonds. On the date of issuance of the Bonds, the Debt Service Reserve Requirement will be equal to the maximum annual debt service on the Bonds. Additionally, a Tax Escrow Agreement among the Village, the Trustee, and the County Collector, will allow for the direct payment of the TIF Revenues from the County Collector to the Trustee.

THE BONDS AND THE INTEREST THEREON DO NOT CONSTITUTE A DEBT OF THE VILLAGE, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND DO NOT CONSTITUTE AN INDEBTEDNESS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

* Preliminary; subject to change.

The Bonds are not secured by a mortgage on any property. However, the Pledged TIF Revenues that are due and owing shall constitute a lien against the real estate from which they are derived, which may be foreclosed upon in the event of non-payment. See the caption “**TAX INCREMENT FINANCING IN ILLINOIS – Assessments and Collections of Ad Valorem Taxes**” herein.

Indenture Funds

Revenue Fund

The Trustee shall receive TIF Revenues directly from the County pursuant to the Tax Escrow Agreement and shall deposit the Pledged TIF Revenues into the Revenue Fund.

Prior to November 15th of each year, commencing November 15, 2024, any moneys on deposit in the Revenue Fund shall be applied, paid, transferred or deposited by the Trustee for the purposes and in the amounts in the following order as follows:

- (1) To the United States of America, when necessary, an amount sufficient to pay any arbitrage rebate owed under Section 140 of the Internal Revenue Code of 1986, as amended, as directed in writing by the Village in accordance with the Tax Compliance Agreement.
- (2) To the Debt Service Fund, to the extent necessary, an amount sufficient to pay interest becoming due on the Bonds on the next two (2) succeeding Interest Payment Dates and principal due on the Bonds on the next succeeding December 1 by reason of stated maturity or mandatory sinking fund redemption.
- (3) To the Village, \$20,000 to pay administrative and compliance expenses related to the Redevelopment Plan, the Redevelopment Agreement, the Indenture or the Bonds, including but not limited to Trustee fees, legal fees, accounting fees, continuing disclosure expenses, the costs of defending and responding to audits and inquiries initiated by the Internal Revenue Service, the Securities Exchange Commission or other regulatory bodies, assessed value contests concerning property within the Redevelopment Project Area, or other litigation initiated or threatened against the Village.
- (4) To the Debt Service Reserve Fund, an amount sufficient to restore any deficiency in the Debt Service Reserve Fund if the amount on deposit in such fund is less than the Debt Service Reserve Requirement.
- (5) To the Village for deposit into the Special Tax Allocation Fund to be used for any purpose permitted under the TIF Act, all remaining moneys on deposit in the Revenue Fund.

If necessary, on the Business Day prior to each Interest Payment Date, the Trustee shall transfer from the Revenue Fund to the Debt Service Fund an amount sufficient to pay the principal of or interest on the Bonds due on the next Interest Payment Date.

If the moneys in the Revenue Fund are insufficient to make payment to the Village for its fees and expenses as provided above on any Interest Payment Date, then the unpaid portion shall be carried forward, without accruing interest thereon.

After payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Trustee and any Paying

Agents, and any other amounts required to be paid under this Indenture, all amounts remaining on deposit in the Revenue Fund shall be paid to the Village for deposit into the Special Tax Allocation Fund.

Debt Service Fund

Except as otherwise provided in the Indenture with respect to final balances, all amounts paid and credited to the Debt Service Fund shall be expended solely for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same mature and become due or upon the redemption thereof.

The Village authorizes and directs the Trustee to withdraw sufficient moneys from the Debt Service Fund to pay the principal of and interest on the Bonds as the same become due and payable and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal of and interest on the Bonds.

Debt Service Reserve Fund

Except as otherwise provided in the Indenture, moneys in the Debt Service Reserve Fund shall be used by the Trustee without further authorization solely for the payment of the principal of and interest on the Bonds if moneys otherwise available for such purpose as provided in the Indenture are insufficient to pay the same as they become due and payable, and to make the final payment on the Bonds. The amount on deposit in the Debt Service Reserve Fund shall be valued by the Trustee 45 days prior to each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day) and the Trustee shall give prompt written notice to the Village if such amount is less than the Debt Service Reserve Requirement. For the purpose of determining the amount on deposit in the Debt Service Reserve Fund, the value of any investments shall be valued at the lower of their original cost or their fair market value (exclusive of accrued interest thereon) on the date of valuation. Moneys in the Debt Service Reserve Fund that are in excess of the Debt Service Reserve Requirement on any valuation date shall be deposited by the Trustee without further authorization in the Debt Service Fund.

Non-Pledged Revenue Fund

The Trustee shall receive TIF Revenues directly from the County pursuant to the Tax Escrow Agreement and shall deposit the Non-Pledged TIF Revenues into the Non-Pledged Revenue Fund. All moneys deposited in the Non-Pledged Revenue Fund shall be sent within five Business Days to the Village. Moneys on deposit in the Non-Pledged Revenue Fund are not pledged to and do not secure the payment of principal of and interest on the Bonds.

PLAN OF FINANCE

Refunding of the Refunded Bonds

A portion of the proceeds of the Bonds will be used for the purposes of refunding and redeeming the Refunded Bonds on _____, 2024 (the “**Refunded Bonds Redemption Date**”) at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the date of redemption.

On the date of issuance of the Bonds, the Village will transfer a portion of the proceeds of the Bonds to The Bank of New York Mellon Trust Company, N.A., as trustee for the Refunded Bonds (the “**Prior Trustee**”), and instruct the Prior Trustee to purchase direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (the “**Escrowed Securities**”). The Escrowed Securities will mature in such amounts and at such times as shall be sufficient, together with interest

to accrue thereon and any cash deposit held by the Prior Trustee, to pay the principal of and interest on the Refunded Bonds on the Refunded Bonds Redemption Date.

Dunbar, Breitwiser & Company, LLP, Bloomington, Illinois, a firm of independent certified public accountants, will provide a report to the effect that the principal of and interest income on the Escrowed Securities, together with any cash deposit held by the Prior Trustee, will provide sufficient moneys to make the required payments in accordance with the Village's refunding plan as set forth herein.

Estimated Sources and Uses of Funds

Following is a summary of the anticipated sources and uses of funds in connection with the issuance of the Bonds:

Sources of Funds:

Par Amount of the Bonds	\$
Village Contribution	
Reserve Fund for the Refunded Bonds	
Total	<u>\$</u>

Uses of Funds:

Refund the Refunded Bonds.....	\$
Deposit to Debt Service Reserve Fund	
Costs of Issuance ⁽¹⁾	
Total.....	<u>\$</u>

⁽¹⁾ Includes Underwriter's discount and other costs of issuance.

Debt Service Requirements

The following table shows the annual debt service requirements for the Bonds:

<u>Calendar</u> <u>Year</u>	<u>Principal*</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 670,000		
2025	570,000		
2026	605,000		
2027	650,000		
2028	680,000		
2029	720,000		
2030	760,000		
2031	795,000		
2032	840,000		
2033	<u>875,000</u>		
Totals	<u>\$7,165,000</u>		

* Preliminary; subject to change.

Projected Debt Service Coverage

Assuming no change in future years from the amount of Pledged TIF Revenue collected in tax year 2022 (\$1,206,182), the Pledged TIF Revenues will provide a debt service coverage ratio of not less than 1.29x* for each fiscal year the Bonds are outstanding based on the maximum annual debt service on the Bonds (which occurs in calendar year 2030*). Any reduction in the equalized assessed valuation will result in a reduction in the Pledged TIF Revenues available to pay the debt service on the Bonds. See the captions **“OWNERS’ RISKS—Risk of Failure to Maintain Levels of Assessed Valuations,” “PLAN OF FINANCE – Debt Service Requirements”** and **“HISTORICAL DEBT SERVICE COVERAGE”** herein. Potential investors are cautioned that the information in this caption of the Limited Offering Memorandum represents “forward-looking statements” as described in the **“OWNERS’ RISKS--Forward-Looking Statements.”** **THERE IS NO ASSURANCE THAT ACTUAL EVENTS WILL CORRESPOND WITH THE ASSUMPTIONS MADE. NO GUARANTY OR ASSURANCES MAY BE MADE THAT SUCH PROJECTIONS WILL CORRESPOND WITH THE RESULTS ACHIEVED IN THE FUTURE.**

OWNERS’ RISKS

An investment in the Bonds is subject to a number of significant risk factors. The following is a discussion of certain risks that could affect payments to be made with respect to the Bonds. Such discussion is not, and is not intended to be, exhaustive and should be read in conjunction with all other parts of this Limited Offering Memorandum and should not be considered as a complete description of all risks that could affect such payments. Prospective purchasers of the Bonds should analyze carefully the information contained in this Limited Offering Memorandum, including the Appendices hereto, and additional information in the form of the complete documents summarized herein, copies of which are available as described herein.

Nature of the Obligations

The Bonds are special, limited obligations of the Village and are payable solely from and secured by a pledge of Pledged TIF Revenues and moneys on deposit in the Debt Service Reserve Fund. The realization of such revenues is dependent upon, among other things, the capabilities of the Landlord and future changes in economic and other conditions that are unpredictable and cannot be determined at this time.

THE BONDS AND THE INTEREST THEREON DO NOT CONSTITUTE A DEBT OF THE VILLAGE, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND DO NOT CONSTITUTE AN INDEBTEDNESS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL, THE OBLIGATIONS OF THE VILLAGE TO TRANSFER PLEDGED TIF REVENUES TERMINATES ON DECEMBER 31, 2033.

Single Taxpayer

The Landlord is the sole taxpayer within the Development Area. The Landlord may transfer (and possibly has transferred) the responsibility for payment of all real estate taxes to tenants of all or a portion of the Project, including the Tenant. If the Landlord or any current or future tenant ceases operations, is unable to pay its tax bills or successfully challenges the assessed valuation of its property, the Pledged TIF Revenues may be insufficient to make timely payment of the principal of and interest on the Bonds.

Forward-Looking Statements

Certain statements included in or incorporated by reference in this Limited Offering Memorandum that are not purely historical are “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended, and reflect current expectations, hopes, intentions or strategies regarding the future. Such statements may be identifiable by the terminology used such as “project,” “plan,” “expect,” “estimate,” “budget,” “intend,” “anticipate” or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. INCLUDED IN SUCH RISKS AND UNCERTAINTIES ARE (I) THOSE RELATING TO THE POSSIBLE INVALIDITY OF THE UNDERLYING ASSUMPTIONS AND ESTIMATES, (II) POSSIBLE CHANGES OR DEVELOPMENTS IN SOCIAL, ECONOMIC, BUSINESS, INDUSTRY, MARKET, LEGAL AND REGULATORY CIRCUMSTANCES, (III) A MORE SEVERE AND LONGER THAN ANTICIPATED REDUCTION OF ECONOMIC ACTIVITY CAUSED BY THE COVID-19 PUBLIC HEALTH CRISIS AND (IV) CONDITIONS AND ACTIONS TAKEN OR OMITTED TO BE TAKEN BY THIRD PARTIES, INCLUDING CUSTOMERS, SUPPLIERS, USERS, BUSINESS PARTNERS AND COMPETITORS, AND LEGISLATIVE, JUDICIAL AND OTHER GOVERNMENTAL AUTHORITIES AND OFFICIALS. ASSUMPTIONS RELATED TO THE FOREGOING INVOLVE JUDGMENTS WITH RESPECT TO, AMONG OTHER THINGS, FUTURE ECONOMIC, COMPETITIVE, AND MARKET CONDITIONS AND FUTURE BUSINESS DECISIONS, ALL OF WHICH ARE DIFFICULT OR IMPOSSIBLE TO PREDICT ACCURATELY. FOR THESE REASONS, THERE CAN BE NO ASSURANCE THAT THE FORWARD-LOOKING STATEMENTS INCLUDED IN THIS LIMITED OFFERING MEMORANDUM WILL PROVE TO BE ACCURATE.

UNDUE RELIANCE SHOULD NOT BE PLACED ON FORWARD-LOOKING STATEMENTS. ALL FORWARD-LOOKING STATEMENTS INCLUDED IN THIS LIMITED OFFERING MEMORANDUM ARE BASED ON INFORMATION AVAILABLE ON THE DATE HEREOF, AND THE VILLAGE DOES NOT ASSUME ANY OBLIGATION TO UPDATE ANY SUCH FORWARD-LOOKING STATEMENTS IF OR WHEN EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR OR FAIL TO OCCUR, OTHER THAN AS INDICATED IN THE CONTINUING DISCLOSURE UNDERTAKING IN APPENDIX B HERETO.

Financial Feasibility of the Project

The financial feasibility of the Project depends in large part upon the ability of the Landlord, subsequent property owners and tenants of the Project to achieve and maintain substantial occupancy in the Project throughout the term of the Bonds. If such entities fail to maintain occupancy, there may be insufficient Pledged TIF Revenues to pay the Bonds.

No assurance can be given that environmental conditions do not now or will not in the future exist at the Project which could become the subject of enforcement actions by governmental agencies.

Reliance on the Landlord, Tenants and Subsequent Property Owners

The Landlord is under no obligation to own the Project for the life of the Bonds. The payment of debt service on the Bonds will be dependent, in part, on the current and future owners of the Project to provide the payment of Pledged TIF Revenues for deposit into the Special Tax Allocation Fund.

No Mortgage of the Project

Payment of the principal of and interest on the Bonds is not secured by any deed of trust, mortgage or other lien on the Project or any other property. The Bonds are payable solely from the Pledged TIF Revenues and the Debt Service Reserve Fund. However, the TIF Act provides that TIF Revenues that are due and owing shall constitute a lien against the real estate from which they are derived. Upon a default in the payment of any TIF Revenues, the lien for unpaid TIF Revenues may be enforced by the Village as provided by State law.

Risk of Failure to Maintain Levels of Assessed Valuations

There can be no assurance that the assessed value of the Project will equal or exceed the current assessed value. There can be no assurance that such assessed value will be maintained throughout the term of the Bonds. If at any time during the term of the Bonds the assessed value decreases, the amount of the Pledged TIF Revenues will be likely less than the Pledged TIF Revenues historically generated and there may not be sufficient Pledged TIF Revenues paid into the Special Tax Allocation Fund to meet the obligations to the Owners.

The Landlord, or successor owners of all or a portion of the Project have the right to appeal the assessed value determined by the County Assessor. Since 2019 the Landlord has appealed the assessed value of the Project and a mutual agreement among the Village, the County and the Landlord has been reached regarding the assessed value. Additionally, any current or future tenant of all or a portion of the Project may have the right to appeal such determination should the Landlord or successor owners decline to do so. If any such appeal is not resolved prior to the time when real estate taxes and Pledged TIF Revenues are due, the taxpayer may pay the taxes and Pledged TIF Revenues under protest. In such event, that portion of taxes and Pledged TIF Revenues being protested will not be available for deposit into the Special Tax Allocation Fund until the appeal has been concluded. If the appeal is resolved in favor of the taxpayer, the assessed value of the Redevelopment Project Area will be reduced, in which event the Pledged TIF Revenues may be less than forecasted. See the caption “**TAX INCREMENT FINANCING IN ILLINOIS – Assessments and Collections of Ad Valorem Taxes**” herein.

Changes in State and Local Tax Laws

Any change in the current system of collection and distribution of TIF Revenues, the County or the Village, including without limitation the reduction or elimination of any such tax, judicial action concerning any such tax or voter initiative, referendum or action with respect to any such tax, could adversely affect the availability of revenues to pay the principal of and interest on the Bonds. There can be no assurances, however, that the current system of collection and distribution of TIF Revenues in the State, County or the Village will not be changed by any competent authority having jurisdiction to do so, including without limitation the State, the County, the Village, school districts, the courts or the voters, and the Indenture does not limit the ability of the Village to make any such changes with respect to Village taxes and levies.

Reduction in State and Local Tax Rates

Any taxing district in the Redevelopment Project Area could lower its property tax rate, which would have the effect of reducing the TIF Revenues. Such a reduction in rates could be as a result of a desire of the governing body of the taxing district to lower tax rates, taxpayer initiative, or in response to State or local litigation or

legislation affecting the broader taxing structure within the taxing district, such as litigation or legislation affecting the primary reliance on ad valorem property taxes to fund elementary and secondary education in the State.

Limitations on Remedies

The remedies available to the Owners upon a default under the Indenture are in many respects dependent upon judicial action, which is often subject to discretion and delay under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the “Federal Bankruptcy Code”). The various legal opinions to be delivered concurrently with delivery of the Bonds will be qualified as to enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, now or hereafter in effect; to usual equity principles which shall limit the specific enforcement under laws of the State as to certain remedies; to the exercise by the United States of America of the powers delegated to it by the United States Constitution; and to the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State and its governmental bodies, in the interest of serving an important public purpose.

Changes in Market Conditions

Any changes in the market conditions for the Village, as well as changes in general economic conditions, could adversely affect the rate of appreciation and/or inflation of the property in the Redevelopment Project Area and, consequently, the amount of TIF Revenues.

Potential Impacts Resulting from Epidemics or Pandemics

The finances of the owners and tenants of the Development Area may be materially adversely affected by unforeseen impacts of future epidemics and pandemics, such as the Coronavirus (COVID-19) pandemic. The Village cannot predict future impacts of epidemics or pandemics, any similar outbreaks, or their impact on the local, State, national or global economy, or on securities markets, or whether any such disruptions may have a material adverse impact on the financial condition or operations of any owner or tenant of the Development Area, including but not limited to the payment of Pledged TIF Revenues.

Restrictions on Transferability of the Bonds

The Bonds have not been registered under the Securities Act or any state securities laws and, unless so registered, may not be offered or sold, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws.

The Bonds may not be offered or sold except in Authorized Denominations to (1) “accredited investors” under Rule 401(a) of Regulation D promulgated under the Securities Act or (2) “qualified institutional buyers” (as defined in Rule 144A under the Securities Act) in compliance with Rule 144A. Accordingly, an investment in the Bonds may be illiquid and purchasers thereof may have to hold them for an indefinite period. See “NOTICE TO INVESTORS.”

Cybersecurity

Unauthorized release by the Tenant or County of confidential or individuals’ personal information, including employee information, inappropriate access thereof, and failure to comply with certain required security safeguards with respect thereto, could result in materially adverse reputational and operational consequences, including possible legal actions and economic liability.

It is possible that the any security measures in place will not prevent improper or unauthorized access or disclosure of personally identifiable employee information or other confidential information resulting from cyberattacks in the future. If personal or otherwise protected information is improperly accessed, tampered with or distributed, there may be significant costs to remediate possible injury to the affected persons, and the release of such information may subject the entity to sanctions and civil penalties if it is found to be in violation of federal or state laws or regulations. Security breaches, including electronic break-ins, computer viruses, attacks by hackers and similar breaches, can create disruptions or shutdowns of services, including the potential delay of payment, receipt or application of Pledged TIF Revenues, or the unauthorized disclosure of confidential information.

Debt Service Reserve Fund

At the time of issuance of the Bonds, the Debt Service Reserve Fund will be established in an amount equal to the Debt Service Reserve Requirement. There can be no assurance that the amounts on deposit in the Debt Service Reserve Fund will be available if needed for payment of the Bonds in the full amount of the Debt Service Reserve Requirement because (1) of fluctuations in the market value of the securities deposited therein and/or (2) if funds are transferred to the Debt Service Fund, sufficient revenues may not be available in the Revenue Fund to replenish the Debt Service Reserve Fund to the Debt Service Reserve Requirement.

Acceleration; Debt Service Reserve Fund

The Indenture permits the Trustee, upon the occurrence and continuance of an Event of Default, to declare the principal of and interest on the Bonds to be immediately due and payable. See “**SUMMARY OF THE INDENTURE – Events of Default; Acceleration**” in **Appendix A**. Because the Bonds are payable solely from and secured by a pledge of Pledged TIF Revenues and from amounts in the Debt Service Reserve Fund, such declaration would not result in any additional revenues becoming available for the repayment of the Bonds. If the Trustee did not declare an acceleration, it would be possible that funds in the Debt Service Reserve Fund would be available to repay in full certain Bonds with an early stated maturity date, leaving no or insufficient funds in the Debt Service Reserve Fund for the remaining owners of the Bonds.

Lack of Rating and Market for the Bonds

The Bonds have not received any credit rating by any recognized rating agency. The absence of any such rating could adversely affect the ability of holders to sell the Bonds or the price at which the Bonds can be sold. No assurance can be given that a secondary market for the Bonds will develop following the completion of the offering of the Bonds.

Factors Relating to Tax Exemption

As discussed under “**TAX MATTERS**” interest on the Bonds could become includible in gross income for purposes of federal income taxation, retroactive to the date the Bonds were issued, as a result of future acts or omissions of the Village in violation of its covenants in the Indenture. Should such an event of taxability occur, the Bonds are not subject to any special redemption.

There are or may be pending in the Congress of the United States (“Congress”) legislative proposals relating to the federal tax treatment of interest on the Bonds, including some that carry retroactive effective dates, that, if enacted, could affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to Bonds issued prior to enactment. Finally, reduction or elimination of the tax-exempt status of obligations such as the Bonds could have an adverse effect on the Village’s ability to access the capital markets to finance future capital or operational needs by reducing market demand for such obligations or materially increasing borrowing costs of the Village.

The tax-exempt bond office of the Internal Revenue Service (the “Service”) is conducting audits of tax-exempt bonds, both compliance checks and full audits, with increasing frequency to determine whether, in the view of the Service, interest on such tax-exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether the Service will commence any such audit. If an audit is commenced, under current procedures the Service may treat the Village as a taxpayer and the Bondholders may have no right to participate in such proceeding. The commencement of an audit with respect to any tax-exempt obligations of the Village could adversely affect the market value and liquidity of the Bonds, regardless of the ultimate outcome.

TAX INCREMENT FINANCING IN ILLINOIS

General

Tax increment financing is a procedure whereby municipalities and counties encourage the redevelopment of designated areas. The theory of tax increment financing is that, by encouraging redevelopment projects, the value of real property in a redevelopment area should increase. When tax increment financing is adopted for a redevelopment area, the assessed value of real property in the redevelopment area is frozen for tax purposes at the current base level prior to the construction of improvements. The owners of the property continue to pay property taxes at the base level. As the property is improved, the assessed value of real property in the redevelopment area should increase above the base level. By applying the tax rate of all taxing districts having taxing power within the redevelopment area to the increase in assessed valuation of the improved property over the base level, a “tax increment” is produced. The tax increment, referred to as “incremental property taxes,” are paid by the owners of property in the same manner as regular property taxes. The incremental property taxes are transferred by the collecting agency to the treasurer of the Village and deposited in a “Special Tax Allocation Fund.” All or a portion of the moneys in the fund are used to pay directly for redevelopment project costs or to retire bonds or other obligations issued to pay such costs.

The TIF Act

The TIF Act authorizes the use of tax increment financing as a means for municipalities, after the approval of a “redevelopment plan and project,” to redevelop “blighted,” “conservation” or “industrial park conservation” areas by financing redevelopment project costs with incremental real property tax revenues. Incremental real property tax revenues are derived from the increase in the equalized assessed valuation of real property within the redevelopment project area over and above the equalized assessed valuation in effect at the time the redevelopment project area is established. Any such increase in equalized assessed valuation above the certified initial equalized assessed valuation is then multiplied, on an annual basis, by the aggregate tax rate resulting from the levy of real property taxes by all units of local government having taxing power over that real property. The product of this calculation, net of loss in collection, is the amount of incremental real property tax revenues generated within a redevelopment project area. See the section herein captioned “**REAL PROPERTY TAX ASSESSMENT, LEVY AND COLLECTION.**”

Tax increment financing does not generate revenues by increasing tax rates. Instead, it generates revenues by allowing a municipality to capture all tax revenues resulting from increases in the equalized assessed valuation within the area which has been designated for redevelopment. The incremental real property tax revenue is deposited into a special tax allocation fund from which redevelopment project costs and principal of and interest on obligations issued to finance the redevelopment are paid. Under tax increment financing, all overlapping taxing districts continue to receive real estate tax revenue from the redevelopment project area based on the certified initial equalized assessed value. When the amount of incremental real property tax revenue applicable to the redevelopment project area is greater than the amount required to pay for expected redevelopment project costs and principal of and interest on obligations issued to pay such costs, the municipality is required to return such money to the collecting authority for distribution to the overlapping taxing districts. If

a redevelopment plan and project so provides, a municipality may use incremental real property tax revenue for eligible costs in a contiguous project area or one separated only by a public right of way.

To finance redevelopment project costs, a municipality may issue obligations secured by the anticipated tax increment revenue generated within the redevelopment project area. These redevelopment project costs include, but are not limited to, costs of studies and surveys, costs associated with the acquisition of land, costs of rehabilitation or repair of existing public or private buildings, costs of construction of public works or improvements, costs of job training and retraining programs and financing costs. Subject to certain limitations, tax increment financing may also apply to certain interest costs incurred by the developer of a project.

REDEVELOPMENT PROJECT AREA

The Village on December 11, 2012 designated approximately 156 acres located immediately west of Interstate 57 as a “redevelopment project area” under the TIF Act (the “Redevelopment Project Area”). In addition, the Village on December 11, 2012 adopted tax increment financing for the Redevelopment Project Area. The Redevelopment Project Area is scheduled to expire in tax levy year 2035. Taxes levied in 2035 are due, and should be collected, in 2036. See the section herein captioned **“REAL PROPERTY TAX ASSESSMENT, LEVY AND COLLECTION — Collections.”**

DEVELOPMENT AREA

The Development Area is a single parcel of real property located in the Redevelopment Project Area with a Property Identification Number of 14-03-33-300-005. The Project is situated within the Development Area. To pay for certain costs of the Project, the Village entered into a Redevelopment Agreement dated as of February 26, 2013, as supplemented and amended (the “Redevelopment Agreement”) with Rantoul 57 Development, Inc., an Illinois corporation (the “Developer”). The Project was substantially completed by the Developer on October 25, 2013. Following completion of the Project, the Developer sold its rights to the Development Area and Project and assigned its rights under the Redevelopment Agreement to the Landlord.

The Developer entered into an Industrial Building Lease dated July 19, 2013, as supplemented and amended (the “Lease”) with Easton-Bell Sports, Inc. (the “Original Tenant”). In 2016, the Original Tenant sold most of its product lines to Vista Outdoor, Inc. (the “Tenant”) and the Tenant assumed the rights and responsibilities of the Original Tenant under the Lease.

The initial equalized assessed value of the Development Area is \$25,760 and the equalized assessed value for the last five years is as follows:

<u>Assessment Year</u>	<u>Equalized Assessed Value</u>
2018	\$12,861,470
2019 ⁽¹⁾	11,332,200
2020 ⁽¹⁾	11,332,200
2021 ⁽¹⁾	11,332,200
2022 ⁽¹⁾	11,332,200

⁽¹⁾ In assessment years 2019, 2020, 2021, and 2022 the Landlord challenged the equalized assessed valuation of the Development Area. The Landlord and the County Assessor entered in a stipulated agreement on the equalized assessed valuation in each year.

See the caption “**HISTORICAL DEBT SERVICE COVERAGE**” herein, for the amount of Pledged TIF Revenues collected each year, which are based on the above equalized assessed values.

The tax rate charged against the Development Area for tax year 2022 is set forth in the table below. For a discussion of potential reductions to the tax rate see the caption “**OWNERS’ RISKS – Reduction in State and Local Tax Rates**” herein.

<u>Taxing Jurisdiction</u>	<u>Tax Rate</u>
Rantoul City Schools #137	\$ 4.6109
Rantoul Township High School #193	2.3329
The Village	1.1949
The County	0.8355
Parkland Community College #505	0.5353
Ludlow Road & Bridge	0.4842
Ludlow Township	0.2357
Rantoul Park District	0.2265
Forest Preserve District	0.1071
Rantoul-Ludlow Cemetery	0.0672
Rantoul-Ludlow Multi-Assessment	<u>0.0379</u>
Total	<u>\$10.6681</u>

THE LANDLORD

*The information under this caption has not been provided or reviewed by the Landlord. Neither the Village nor the Underwriter make any representation or warranty (express or implied) as to the accuracy or completeness of any information or any estimates, projections, assumptions or expressions of opinion linked or referred to herein. The Village is **not** incorporating by reference any information from sources linked or referred to herein.*

The Landlord is a Maryland real estate investment trust that is an active acquirer, owner, developer and operator of industrial real estate in the United States. A majority of properties owned by the Landlord are subject to net or similar leases, where the tenant bears all or substantially all of the costs, including cost increases, for real estate taxes, utilities, insurance and ordinary repairs. However, certain leases provide that the Landlord is responsible for certain operating expenses.

As of December 31, 2022, the Landlord had equity ownership in approximately 109 industrial real estate properties, containing an aggregate of approximately 52.5 million square feet of space, approximately 99.5% of which was leased.

The Landlord is publicly traded on the New York Stock Exchange under the ticker symbol “LXP”. Additional information regarding the Landlord can be found on its Investor Relations webpage located at <https://ir.lxp.com/overview/default.aspx>.

THE TENANT

The information under this caption has not been provided or reviewed by the Tenant. Neither the Village nor the Underwriter make any representation or warranty (express or implied) as to the accuracy or completeness of any information or any estimates, projections, assumptions or expressions of opinion linked or

referred to herein. The Village is **not** incorporating by reference any information from sources linked or referred to herein.

The Tenant is a global designer, manufacturer and marketer of outdoor recreation and shooting sports products. The Tenant is headquartered in Anoka, Minnesota and has 16 manufacturing and distribution facilities in the United States, Canada, Mexico and Puerto Rico along with international customer service, sales, and sourcing operations in Asia, Canada, and Europe. The Tenant operates through two reportable segments: Shooting Sports and Outdoor Products.

The Kinetic Group segment generated approximately 58% of external sales in fiscal year 2023 (the last completed fiscal year for which full information is available). The product lines within the Kinetic Group segment are focused on the following categories:

- Centerfire ammunition for use in sporting rifles, handguns, and personal protection;
- Rimfire ammunition for training and recreational target shooting in rifles and handguns;
- Shotshell ammunition for clay target shooting, waterfowl, and upland game hunting;
- Reloading components for individuals who load their own ammunition;
- Optics, including binoculars, riflescopes, and telescopes;
- Hunting and shooting accessories, including reloading equipment, clay targets, and premium gun care products;
- Tactical accessories, including holsters, duty gear, bags and packs; and
- Archery and hunting accessories, including hunting arrows, game calls, hunting blinds, decoys, and game cameras;

The Revelyst Group segment generated approximately 42% of external sales in fiscal year 2023 (the last completed fiscal year for which full information is available). The product lines within the Revelyst Group segment are focused on the following categories:

- Helmets, goggles, and accessories for cycling, snow sports, action sports, and power sports;
- Golf laser rangefinders and other golf technology products;
- Hydration packs, water bottles and drinkware; and
- Outdoor cooking equipment, including grills, cookware, and camp stoves.

Brands in the Revelyst Group and Kinetic Group segments include the following (non-exhaustive listing):

<u>Revelyst Products</u>	<u>Kinetic Products</u>
Bee Stinger	Alliant Powder
Bell	CCI
Blackburn	Estate Cartridge
Blackhawk	Federal
Bushnell	Hevi-Shot
Bushnell Golf	Remington
Butler Creek	Speer
CamelBak	
Camp Chef	
Champion Target	
Copilot	
Eagle	
Fiber Energy Products	
Foresight Sports	
	GunMate
	Hoppe's
	Krash
	M-Pro 7
	Outers
	Primos
	QuietKat
	Raskullz
	RCBS
	Redfield
	Simmons
	Simms
	Stone Glacier
	Tasco

Fox	Uncle Mike's
Giro	Venor
Gold Tip	Weaver

The Tenant is publicly traded on the New York Stock Exchange under the ticker symbol "VSTO". Additional information regarding the Tenant can be found at its Investor Relations webpage located at <https://investors.vistaoutdoor.com/corporate-profile/default.aspx>.

REAL PROPERTY TAX ASSESSMENT, LEVY AND COLLECTION

General

All of the "Equalized Assessed Valuation" of taxable property in the Village is located in the County. The laws of the State relating to real property taxation are contained in the Illinois Property Tax Code (the "Property Tax Code"). Information under this caption describes the current procedures for real property tax levy, assessment, and collection in the County. There can be no assurance that the procedures described herein will not change. See the section herein captioned **"OWNERS' RISKS — Changes in State and Local Tax Laws."**

Real Property Assessment

General. The County Assessor is responsible for the assessment of all taxable real property within the County, including that in the Village, except for certain railroad property and certified pollution control facilities which are assessed directly by the Illinois Department of Revenue (the "Department of Revenue"). Real estate in the County is generally reassessed every fourth year by the County Assessor. After the County Assessor establishes the fair market value of a parcel of land, the value, as revised by the County Supervisor of Assessments, is multiplied by 33-1/3% to arrive at the assessed valuation ("Assessed Valuation") for that parcel. The County Assessor and the County Supervisor of Assessments may revise the Assessed Valuation. Taxpayers may formally petition for review of their assessments by the Champaign County Board of Review. In addition, taxpayers have the right to appeal the County Board of Review's decision to the State Property Tax Appeal Board or to the Circuit Court in a valuation objection proceeding.

Equalization. The Department of Revenue establishes an equalization factor (commonly called a "multiplier") for each township and county in the State. After the County Assessor and the County Supervisor of Assessments have established the Assessed Valuation for each parcel for a given year and the township multiplier has been established, and following the County Board of Review revisions, the Department of Revenue is required by statute to review the Assessed Valuations. The purpose of equalization is to provide a common basis of assessments among townships and counties by adjusting assessments to make all valuations uniform among the 102 counties in the State. Assessments are equalized at 33-1/3% of estimated fair market value.

Once the equalization factor is established, the Assessed Valuations determined by the assessor, as revised by the County Board of Review, are multiplied by the equalization factor to determine the "Equalized Assessed Valuations." The Equalized Assessed Valuations are the final property valuations used for the determination of tax liability.

The aggregate Equalized Assessed Valuation for all parcels in the County, including the Village, including the valuation of certain railroad property and certified pollution control facilities assessed directly by the State and the valuation of farmland assessed under the direction of the State, constitutes the total real estate tax base for the County, and is the figure utilized to calculate tax rates (the "Assessment Base").

Tax Levy

As part of the annual budget process of each unit of local government in (or partly in) the County which has real estate taxing powers (the “Units”), ordinances are adopted by the governing body of each Unit in each year in which it determines to levy real estate taxes. These tax levy ordinances impose real estate taxes in terms of a dollar amount. Each Unit certifies its real estate tax levy, as established by ordinance, to the County Clerk’s Office. The remaining administration and collection of the real estate taxes are statutorily assigned to the County Clerk and the Champaign County Treasurer (the “County Treasurer”) who also serves as the Champaign County Collector (the “County Collector”).

After the Units file their respective annual tax levies, the County Clerk computes the annual tax rate for each Unit. This computation is made by dividing the levy of each Unit by the Equalized Assessed Valuation of the respective Unit. If any tax rate calculated exceeds any applicable statutory rate limit, the County Clerk disregards the excessive rate and applies the maximum rate provided by law.

Once the necessary adjustments to the tax rates are made, the County Clerk then computes the total tax rate applicable to each parcel of real property by aggregating the tax rates of all of the taxing units having jurisdiction over that particular parcel. The County Clerk enters the tax determined by multiplying that total tax rate by the Equalized Assessed Valuation of the parcel in the books prepared for the County Collector (the “Judgment Books”) along with the tax rates, the Assessed Valuation and the Equalized Assessed Valuation. The Judgment Books are the County Collector’s authority for the collection of taxes and are used by the County Collector as the basis for issuing tax bills to all property owners.

The Illinois Truth in Taxation Act requires additional procedures in connection with the annual levying of property taxes. Notice in the prescribed form must be published if the annual aggregate levy is estimated to exceed 105% of the amount extended or estimated to be extended upon the final aggregate levy of the preceding year, exclusive of election costs and debt service costs. A public hearing must also be held, which may not be in conjunction with the budget hearing of the taxing district. No amount in excess of 105% of the amount, exclusive of election costs and debt service costs, which has been extended or is estimated to be extended upon the final aggregate levy of the preceding year may be extended unless the levy is accompanied by a certification of compliance with the foregoing procedures. The express purpose of the legislation is to require disclosure of a levy in excess of specified levels.

Collection

Property taxes are collected by the County Collector, who is also the County Treasurer, who remits to the Units their respective shares of the collections. Taxes levied in one calendar year become payable during the following calendar year in two approximately equal installments, the first on the later of June 1 or 30 days after the mailing of the tax bills and the second on the later of September 1 or 30 days after such mailing date.

At the end of each calendar year, the County Collector presents the Judgment Books to the Circuit Court, and applies for a judgment for all unpaid taxes. The court order resulting from that application for judgment provides for a sale of all property with unpaid taxes shown on that year’s Judgment Books. A trustee holds a public sale (the “Annual Tax Sale”), at which time successful bidders pay the unpaid taxes plus penalties. Unpaid taxes accrue penalties at the rate of one and one-half percent (one percent for agricultural property) per month from their due date until the date of sale. Taxpayers can redeem their property by paying the tax buyer the amount paid at the sale, plus a penalty. If no redemption is made within specified time periods based upon the type of real estate involved, the tax buyer can receive a deed to the property. In addition, there are miscellaneous statutory provisions for foreclosure of tax liens.

If there is no sale of the tax lien on a parcel of property at the Annual Tax Sale, the trustee may purchase the property until another buyer purchases the property at an amount equal to all delinquent taxes and interest to the date of purchase. Redemption periods and procedures are the same as applicable to the Annual Tax Sale.

HISTORICAL DEBT SERVICE COVERAGE

The table below shows the historical collection amounts of Pledged TIF Revenues, the historical debt service on the Refunded Bonds and the resulting coverage ratio for each of the following years:

<u>Tax Year</u>	<u>Pledged TIF Revenues</u>	<u>Debt Service for Refunded Bonds</u>	<u>Coverage Ratio</u>
2015	\$1,360,670	\$875,500	1.55x
2016	1,366,485	895,275	1.53x
2017	1,389,995	902,950	1.54x
2018	1,476,851	913,700	1.62x
2019 ⁽¹⁾	1,162,212	922,350	1.26x
2020 ⁽¹⁾	1,163,975	938,550	1.24x
2021 ⁽¹⁾	1,237,309	937,475	1.32x
2022 ⁽¹⁾	1,206,182	939,475	1.28x

⁽¹⁾ In assessment years 2019, 2020, 2021, and 2022, the Landlord challenged the equalized assessed valuation of the Development Area. The Landlord and the County Assessor entered in a stipulated agreement on the equalized assessed valuation in each year.

Neither the Village nor the Underwriter makes any representation regarding future collections of such revenues and there can be no assurance that such levels of remittances set forth above will be maintained in the future.

THE VILLAGE

The information regarding the Village is included herein solely to provide certain economic and demographic information regarding the larger area in which the Project is located. The Bonds and the interest thereon are special, limited obligations of the Village, payable solely from the Trust Estate as defined in the Indenture. The Bonds are not an obligation of the Village and do not constitute a debt of the Village. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” herein.

General

The Village is located in east central Illinois, approximately 120 miles south of Chicago, approximately 60 miles east of Bloomington and approximately 15 miles north of the Champaign-Urbana area. The Village encompasses approximately 7 square miles. The Village was originally incorporated in 1854 and reincorporated as a municipality under general law in 1890.

Government

The Village is a home rule unit of local government and operates under the village form of government. The Village President and Board of Trustees is the Village’s governing body. The President and members of the Board of Trustees are elected to staggered four year terms. Total Village employment is approximately 126 full-time persons and 200 part-time, or seasonal, employees.

Education

The Village has four elementary schools, a middle school and a high school as well as private and parochial schools. Village residents have easy access to several community colleges and technical schools, including Parkland College. The University of Illinois is located approximately 18 miles south of the Village.

Transportation

The Village is served indirectly by an I-57 exit within the Village limits and directly by U.S. Highways 45 and 136, as well as a number of state roads. Commercial air service is provided by the University of Illinois Willard Airport located 25 miles south of the Village and the Bloomington Airport located 60 miles west of the Village. An Amtrak terminal is located in the Village. Commercial rail freight service is provided by the Canadian National/Illinois Central Gulf Railroad. Bus service is provided by Greyhound.

Healthcare

Located within the Village are fully staffed satellite offices for two major medical clinics, Carle Clinic and Christie Clinic, which are headquartered in Urbana, Illinois and Champaign, Illinois, respectively.

Recreational Facilities and Cultural Attractions

The Village operates 15 local parks, 12 softball and baseball fields, 8 tennis courts, 2 golf courses, 2 fishing lakes, a community swimming pool, the Forum Fitness Center, a youth center and the Prairie Pines Campground. The Rantoul Recreation Department sponsors approximately 75 different recreation programs for the youth and adults in the community.

Socio-Economic Information

Population

	<u>1990</u>	<u>2000</u>	<u>2010</u>	<u>2020</u>
Village	17,212	12,857 ⁽¹⁾	12,941	12,371
County	173,025	179,669	201,081	205,865
State	11,430,602	12,419,293	12,830,632	12,812,508

⁽¹⁾ The drop from 17,212 is the result of the U.S. Air Force closing Chanute Air Force Base in 1993.
Source: U.S. Census Bureau.

Median Home Value

	<u>1990</u>	<u>2000</u>	<u>Est. 2022</u>
Village	\$58,600	\$ 74,200	\$102,000
County	67,500	94,700	192,600
State	80,900	130,800	239,100

Source: U.S. Census Bureau and 2018-2022 American Community Survey, 5-Yr Estimates.

Median Family Income

	<u>1990</u>	<u>2000</u>	<u>Est. 2022</u>
Village	\$28,218	\$43,543	\$49,739
County	35,630	52,591	94,792
State	38,664	55,545	99,215

Source: U.S. Census Bureau and 2018-2022 American Community Survey, 5-Yr Estimates.

Unemployment Rates

<u>Year</u>	<u>Illinois</u>	<u>Champaign County</u>
2019	4.0	3.6
2020	9.3	6.4
2021	6.1	4.8
2022	4.6	3.8
2023	4.4	4.2

Source: Illinois Department of Employment Security.

Major Area Employers

<u>Name</u>	<u>Number of Employees</u>
Rantoul Foods	450
Jeld-Wen, Inc.	400
Vista Outdoor	275
Beauty Quest Group (Conair)	240
Eagle Wings	160
Combe Laboratories, Inc.	100
SourceHOV, LLC	110-130
Charles Industries	120-150
Poly Conversions	101-300

Source: Village's Comprehensive Annual Financial Report, fiscal year ended April 30, 2023.

Income Statistics

The following table sets forth current estimates of information relating to income for the Village and the County:

Income Category

Median Household Income ⁽¹⁾	
Village	\$46,078
County	\$61,090
Per Capita Income ⁽²⁾	
Village	\$24,041
County	\$35,810

⁽¹⁾ Income for any group of people living in a housing unit.

⁽²⁾ Income for all the households divided by the number of persons occupying the households.

Source: U.S. Census Bureau 2018-2022 American Community Survey 5-year estimates.

ABSENCE OF LITIGATION

There is no controversy, suit or other proceeding of any kind pending or, to the Village's knowledge, threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the Village or its boundaries, or the right or title of any of its officers to their respective offices, the Redevelopment Plan, the constitutionality or legality of the Refunded Bonds, or the legality of any official act shown to have been done in connection with the issuance of the Bonds, or the constitutionality or validity of the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof.

LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approving legal opinion of Gilmore & Bell, P.C., Edwardsville, Illinois, Bond Counsel to the Village, whose approving opinion will be delivered with the Bonds. Certain legal matters related to this Limited Offering Memorandum will be passed upon by Gilmore & Bell, P.C., Edwardsville, Illinois. Certain legal matters will be passed upon for the Village by Evans, Froehlich, Beth & Chamley, Champaign, Illinois. Burke, Warren, MacKay & Serritella, P.C., Chicago, Illinois, serves as counsel to the Underwriter.

TAX MATTERS

The following is a summary of the material federal and State of Illinois income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Illinois, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not address the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds.

Reference is made to **Appendix C** for the proposed form of opinion of Bond Counsel.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Village, under the law existing as of the issue date of the Bonds:

Federal Tax Exemption. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes.

Alternative Minimum Tax. Interest on the Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bank Qualification. The Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

Bond Counsel’s opinions are provided as of the date of the original issue of the Bonds, subject to the condition that the Village comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Village has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds but has reviewed the discussion under the heading “TAX MATTERS.”

Other Tax Consequences

Illinois Tax Exemption. The interest on the Bonds is not exempt from income taxation by the State of Illinois.

Original Issue Discount. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Bond over its issue price. The stated redemption price at maturity of a Bond is the sum of all payments on the Bond other than “qualified stated interest” (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Bond during any accrual period generally equals (1) the issue price of that Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes and will increase the owner’s tax basis in that Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.

Original Issue Premium. For federal income tax purposes, premium is the excess of the issue price of a Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Bond is the sum of all payments on the Bond other than “qualified stated interest” (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Bond using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, the owner’s basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition

of the Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

Sale, Exchange or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Bond. To the extent a Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Bonds, and to the proceeds paid on the sale of the Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that interest on the Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

NOTICE TO INVESTORS

The Bonds have not been registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, in a transaction not subject to, or in a transaction made in compliance with, the registration requirements of the Securities Act. Accordingly, the Bonds are being offered and sold only to (1) "accredited investors" under Rule 401(a) of Regulation D promulgated under the Securities Act or (2) "qualified institutional buyers" (as defined in Rule 144A under the Securities Act) in compliance with Rule 144A (collectively "**Approved Investors**").

By its acceptance of the Bonds, each purchaser of the Bonds acknowledges that the Bonds may be sold, transferred or otherwise disposed of only in minimum authorized denominations of \$100,000 or in integral multiples of \$5,000 in excess thereof to an Approved Investor.

Each purchaser of the Bonds offered hereby will be deemed to have represented and warranted it is (i) an Approved Investor and (ii) acquiring the Bonds for its own account or for the account of an Approved Investor, and not with a view to the further distribution thereof but expressly reserves the right to sell the Bonds. A purchaser who is an Approved Investor may sell all or a portion of the Bonds to broker-dealers and any resales by such broker-dealers must be to an Approved Investor.

UNDERWRITING

Bernardi Securities, Inc. (the "Underwriter") has agreed, subject to certain conditions, to purchase the Bonds from the Village at an aggregate purchase price of \$_____ (which takes into account an Underwriter's discount of \$_____). The Underwriter will be obligated to accept delivery and pay for all of the Bonds if any are delivered.

The Bonds are being purchased by the Underwriter from the Village in the normal course of the Underwriter's business activities. The Underwriter intends to offer the Bonds to the public at prices not in excess of the offering prices set forth on the inside cover page of this Limited Offering Memorandum. The Underwriter may allow concessions from the public offering price to certain dealers, banks and others. After the initial public offering, the public offering price may be varied from time to time by the Underwriter.

MISCELLANEOUS

Information set forth in this Limited Offering Memorandum has been furnished or reviewed by certain officials of the Village and other sources, as referred to herein, which are believed to be reliable. Any statements made in this Limited Offering Memorandum involving matters of opinion, estimates or projections, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates or projections will be realized. The descriptions contained in this Limited Offering Memorandum of the Bonds do not purport to be complete and are qualified in their entirety by reference thereto.

The form of this Limited Offering Memorandum, and its distribution and use, has been approved by the Village. Neither the Village nor any of its officials or employees, in either their official or personal capacities, has made any warranties, representations or guarantees regarding the financial condition of the Village or the Village's ability to make payments required of it; and further, neither the Village nor its officials or employees assume any duties, responsibilities or obligations in relation to the issuance of the Bonds other than those either expressly or by fair implication imposed on the Village.

**VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS**

By: _____
Village President

APPENDIX A

DEFINITIONS AND SUMMARY OF THE INDENTURE

APPENDIX B

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated as of April 1, 2024 (this “**Continuing Disclosure Undertaking**”), is executed and delivered by the Village of Rantoul, Champaign County, Illinois (the “**Issuer**”).

RECITALS

1. This Continuing Disclosure Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of \$7,165,000* Tax Increment Refunding Revenue Bonds, Series 2024 (Evans Road Project) (the “**Bonds**”), pursuant to an ordinance adopted by the Board of Trustees of the Issuer on April 9, 2024 (the “**Ordinance**”) and a Trust Indenture dated as of April 1, 2024, between the Issuer and Zions Bancorporation, National Association, as trustee (the “**Indenture**”).

2. The Issuer is entering into this Continuing Disclosure Undertaking for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “**Rule**”). The Issuer is the only “**obligated person**” with responsibility for continuing disclosure hereunder.

The Issuer covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Ordinance and the Indenture, which apply to any capitalized term used in this Continuing Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“**Annual Report**” means any Annual Report provided by the Issuer pursuant to, and as described in, Section 2.

“**Beneficial Owner**” means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Business Day**” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal office or designated payment office of the paying agent or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“**Dissemination Agent**” means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to this Continuing Disclosure Undertaking and which has filed with the Issuer a written acceptance of such designation.

“**EMMA**” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“**Financial Obligation**” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include

* Preliminary; subject to change.

municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the 12-month period beginning on May 1 and ending on April 30 or any other 12-month period selected by the Issuer as the Fiscal Year of the Issuer for financial reporting purposes.

“Material Events” means any of the events listed in Section 3.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“Participating Underwriter” means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

Section 2. **Provision of Annual Reports.**

- (a) The Issuer shall, not later than 210 days after the end of the Issuer’s Fiscal Year, commencing with the year ending April 30, 2024, file with the MSRB, through EMMA, the following financial information and operating data (the **“Annual Report”**):
 - (1) The audited financial statements of the Issuer for the prior Fiscal Year, prepared in accordance with accounting principles generally accepted in the United States. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available. The information directly relevant to the Bonds can be found in discussion of “TIF III” in the audited financial statements.
 - (2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Bonds, as described in *Exhibit A*, in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the Issuer.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an **“obligated person”** (as defined by the Rule), which have been provided to the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under Section 3.

- (b) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events. Not later than **10** Business Days after the occurrence of any of the following events, the Issuer shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds (“**Material Events**”):

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
- (15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

If the Issuer has not submitted the Annual Report to the MSRB by the date required in Section 2(a), the Issuer shall send a notice to the MSRB of the failure of the Issuer to file on a timely basis the Annual Report, which notice shall be given by the Issuer in accordance with this Section 3.

Section 4. Termination of Reporting Obligation. The Issuer’s obligations under this Continuing Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the Issuer’s obligations under this Continuing Disclosure Undertaking are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination or substitution in the same manner as for a Material Event under Section 3.

Section 5. Dissemination Agents. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Continuing Disclosure Undertaking.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Undertaking, the Issuer may amend this Continuing Disclosure Undertaking and any provision of this Continuing Disclosure Undertaking may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Undertaking.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Undertaking, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under Section 3, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Continuing Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that required by this Continuing Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that specifically required by this Continuing Disclosure Undertaking, the Issuer shall have no obligation under this Continuing Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the Issuer fails to comply with any provision of this Continuing Disclosure Undertaking, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Continuing Disclosure Undertaking. A default under this Continuing Disclosure Undertaking shall not be deemed an event of default under the Ordinance or the Bonds, and the sole remedy under this Continuing Disclosure Undertaking in the event of any failure of the Issuer to comply with this Continuing Disclosure Undertaking shall be an action to compel performance.

Section 9. Beneficiaries. This Continuing Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Participating Underwriter, and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 10. Severability. If any provision in this Continuing Disclosure Undertaking, the Ordinance or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11. Electronic Transactions. The arrangement described herein may be conducted and related documents may be sent, received, or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12. **Governing Law.** This Continuing Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Illinois.

[Signature Page Omitted.]

**EXHIBIT A
TO CONTINUING DISCLOSURE UNDERTAKING**

**FINANCIAL INFORMATION AND OPERATING DATA TO BE
INCLUDED IN ANNUAL REPORT**

The tables contained in the following sections of the final Official Statement relating to the Bonds:

DEVELOPMENT AREA

The initial equalized assessed value of the Development Area is \$25,760 and the equalized assessed value for the last five years is as follows:

<u>Assessment Year</u>	<u>Equalized Assessed Value</u>
2018	\$12,861,470
2019	11,332,200
2020	11,332,200
2021	11,332,200
2022	11,332,200

The tax rate charged against the Development Area for tax year 20__ is set forth in the table below.

<u>Taxing Jurisdiction</u>	<u>Tax Rate</u>
Rantoul City Schools #137	
Rantoul Township High School #193	
The Village	
The County	
Parkland Community College #505	
Ludlow Road & Bridge	
Ludlow Township	
Rantoul Park District	
Forest Preserve District	
Rantoul-Ludlow Cemetery	
Rantoul-Ludlow Multi-Assessment	
Total	

HISTORICAL PLEDGED TIF REVENUES

The table below shows the historical collection amounts of Pledged TIF Revenues for each of the following years:

<u>Tax Year</u>	<u>Pledged TIF Revenues</u>
2015	\$1,360,670
2016	1,366,485
2017	1,389,995
2018	1,476,851
2019	1,162,212
2020	1,163,975
2021	1,237,309
2022	1,206,182

Neither the Village nor the Underwriter makes any representation regarding future collections of such revenues and there can be no assurance that such levels of remittances set forth above will be maintained in the future.

APPENDIX C

FORM OF OPINION OF BOND COUNSEL

CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated as of [*Dated Date*] (this “**Continuing Disclosure Undertaking**”), is executed and delivered by the Village of Rantoul, Champaign County, Illinois (the “**Issuer**”).

RECITALS

1. This Continuing Disclosure Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of \$[*Principal*] Tax Increment Refunding Revenue Bonds, Series 2024 (Evans Road Project) (the “**Bonds**”), pursuant to an ordinance adopted by the Board of Trustees of the Issuer on April 9, 2024 (the “**Ordinance**”) and a Trust Indenture dated as of [*Dated Date*], between the Issuer and Zions Bancorporation, National Association, as trustee (the “**Indenture**”).

2. The Issuer is entering into this Continuing Disclosure Undertaking for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “**Rule**”). The Issuer is the only “**obligated person**” with responsibility for continuing disclosure hereunder.

The Issuer covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Ordinance and the Indenture, which apply to any capitalized term used in this Continuing Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“**Annual Report**” means any Annual Report provided by the Issuer pursuant to, and as described in, Section 2.

“**Beneficial Owner**” means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Business Day**” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal office or designated payment office of the paying agent or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“**Dissemination Agent**” means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to this Continuing Disclosure Undertaking and which has filed with the Issuer a written acceptance of such designation.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the 12-month period beginning on May 1 and ending on April 30 or any other 12-month period selected by the Issuer as the Fiscal Year of the Issuer for financial reporting purposes.

“Material Events” means any of the events listed in Section 3.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“Participating Underwriter” means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

Section 2. **Provision of Annual Reports.**

- (a) The Issuer shall, not later than 210 days after the end of the Issuer’s Fiscal Year, commencing with the year ending April 30, 2024, file with the MSRB, through EMMA, the following financial information and operating data (the **“Annual Report”**):
 - (1) The audited financial statements of the Issuer for the prior Fiscal Year, prepared in accordance with accounting principles generally accepted in the United States. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available. The information directly relevant to the Bonds can be found in discussion of “TIF III” in the audited financial statements.
 - (2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Bonds, as described in *Exhibit A*, in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the Issuer.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an **“obligated person”** (as defined by the Rule), which have been provided to the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under Section 3.

- (b) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events. Not later than **10** Business Days after the occurrence of any of the following events, the Issuer shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds ("**Material Events**"):

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
- (15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

If the Issuer has not submitted the Annual Report to the MSRB by the date required in Section 2(a), the Issuer shall send a notice to the MSRB of the failure of the Issuer to file on a timely basis the Annual Report, which notice shall be given by the Issuer in accordance with this Section 3.

Section 4. Termination of Reporting Obligation. The Issuer's obligations under this Continuing Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the Issuer's obligations under this Continuing Disclosure Undertaking are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination or substitution in the same manner as for a Material Event under Section 3.

Section 5. Dissemination Agents. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Continuing Disclosure Undertaking.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Undertaking, the Issuer may amend this Continuing Disclosure Undertaking and any provision of this Continuing Disclosure Undertaking may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Undertaking.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Undertaking, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under Section 3, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Continuing Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that required by this Continuing Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that specifically required by this Continuing Disclosure Undertaking, the Issuer shall have no obligation under this Continuing Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the Issuer fails to comply with any provision of this Continuing Disclosure Undertaking, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by

court order, to cause the Issuer to comply with its obligations under this Continuing Disclosure Undertaking. A default under this Continuing Disclosure Undertaking shall not be deemed an event of default under the Ordinance or the Bonds, and the sole remedy under this Continuing Disclosure Undertaking in the event of any failure of the Issuer to comply with this Continuing Disclosure Undertaking shall be an action to compel performance.

Section 9. **Beneficiaries.** This Continuing Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Participating Underwriter, and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 10. **Severability.** If any provision in this Continuing Disclosure Undertaking, the Ordinance or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11. **Electronic Transactions.** The arrangement described herein may be conducted and related documents may be sent, received, or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12. **Governing Law.** This Continuing Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Illinois.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this Continuing Disclosure Undertaking to be executed as of the day and year first above written.

VILLAGE OF RANTOUL,
Champaign County, Illinois

By: _____
Village President

By: _____
Village Clerk

(SEAL)

**EXHIBIT A
TO CONTINUING DISCLOSURE UNDERTAKING**

**FINANCIAL INFORMATION AND OPERATING DATA TO BE
INCLUDED IN ANNUAL REPORT**

The tables contained in the following sections of the final Official Statement relating to the Bonds:

DEVELOPMENT AREA

The initial equalized assessed value of the Development Area is \$25,760 and the equalized assessed value for the last five years is as follows:

<u>Assessment Year</u>	<u>Equalized Assessed Value</u>
2018	\$12,861,470
2019	12,861,470
2020	11,332,200
2021	11,332,200
2022	11,332,200

The tax rate charged against the Development Area for tax year 20__ is set forth in the table below.

<u>Taxing Jurisdiction</u>	<u>Tax Rate</u>
Rantoul City Schools #137	
Rantoul Township High School #193	
The Village	
The County	
Parkland Community College #505	
Ludlow Road & Bridge	
Ludlow Township	
Rantoul Park District	
Forest Preserve District	
Rantoul-Ludlow Cemetery	
Rantoul-Ludlow Multi-Assessment	
Total	

HISTORICAL PLEDGED TIF REVENUES

The table below shows the amount Pledged TIF Revenues collected for each of the following years:

<u>Tax Year</u>	<u>Pledged TIF Revenues</u>
2015	\$1,360,670
2016	1,366,485
2017	1,389,995
2018	1,476,851
2019	1,162,212
2020	1,163,975
2021	1,237,309
2022	1,206,182

TAX ESCROW AGREEMENT

Relating to the \$[*Principal*] Tax Increment Refunding Revenue Bonds, Series 2024 (Evans Road Project), of the Village of Rantoul, Champaign County, Illinois.

This Tax Escrow Agreement, dated as of [*Dated Date*], by and among the Village of Rantoul, Champaign County, Illinois (the “Village”), the County Collector of the County of Champaign, Illinois (the “Collector”), and Zions Bancorporation, National Association, as trustee (the “Trustee”), in consideration of the mutual promises and agreements herein set forth:

ARTICLE I

DEFINITIONS

In addition to capitalized words used herein and defined in the Indenture, the following words and terms used in this Agreement shall have the following meanings unless the context or use clearly indicates another or different meaning:

“**Agreement**” means this Tax Escrow Agreement, dated as of [*Dated Date*], among the Village, the Collector and the Trustee.

“**Bond Ordinance**” means the Ordinance adopted by the Board of Trustees of the Village on April 9, 2024, as amended and supplemented, authorizing the issuance of the Bonds and the execution of this Agreement.

“**Bonds**” means the \$[*Principal*] Tax Increment Refunding Revenue Bonds, Series 2024 (Evans Road Project), of the Village.

“**Indenture**” means the Trust Indenture dated as of [*Dated Date*], between the Trustee and the Village, executed in connection with the issuance of the Bonds.

“**Non-Pledged Revenue Fund**” means the fund by that name created by **Section 401** of the Indenture.

“**Redevelopment Plan**” means the Village’s “Evans Road Redevelopment Project Area - Tax Increment Financing Eligibility Study, Redevelopment Plan and Project” dated August 1, 2012.

“**Redevelopment Project Area**” means the area legally described in Appendix 1 to the Redevelopment Plan, which is included as **Exhibit A** hereto.

“**Revenue Fund**” means the fund by that name created by **Section 401** of the Indenture.

“**TIF Act**” means the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended and supplemented.

“TIF Revenues” means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the Redevelopment Project Area by any and all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increase in the then-current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each such piece of property, all as determined by the County Clerk in accordance with the TIF Act.

ARTICLE II

REVENUE FUND AND DEPOSITS

Section 201. Revenue Fund and Non-Pledged Revenue Fund. The Revenue Fund and the Non-Pledged Revenue Fund have been established with the Trustee pursuant to the Indenture and are trust funds that shall be accounted for by the Village within the Special Tax Allocation Fund for purposes of the Tax Increment Allocation Redevelopment Act, as amended and supplemented (the “TIF Act”).

Section 202. Deposit of TIF Revenues. Pursuant to the Bond Ordinance and the Indenture, and for the purposes described therein, the TIF Revenues as collected by the Collector shall not be distributed to the Village but rather shall be paid by the Collector to the Trustee, pursuant to the wire instructions set forth on **Exhibit B** hereto, for deposit into the Revenue Fund and the Non-Pledged Revenue Fund as set forth in the Indenture. After deposit to such funds, the Trustee shall adhere to the requirements of the Indenture for the use of such deposits. Such payments shall continue until the expiration of the TIF or the payment in full of the Bonds. The Trustee will hold the moneys in the Revenue Fund and the Non-Pledged Revenue Fund and all interest, income and profit derived therefrom for the benefit of the Village for the purposes for which such TIF Revenues were escrowed under this Agreement and for use as described in the Indenture.

The Collector shall provide to the Trustee and the Village simultaneously with each transfer of TIF Revenues a parcel report for each parcel within the Redevelopment Project Area that shows the amount of TIF Revenues attributable to each parcel. The Trustee shall use such parcel reports to determine the amount of TIF Revenues to be deposited into the Revenue Fund and the Non-Pledged Revenue Fund. Such report shall be provided by electronic mail as follows: April.lepic@zionsbancorp.com for the Trustee and seisenhauer@village.rantoul.il.us for the Village. The Trustee or the Village may designate any further or different address to which subsequent reports shall be sent to it.

Section 203. Monthly Reports. The Trustee will submit to the Village on or before the 10th day of each month, commencing in the month of _____, 2024, a statement, as of the last day of the immediately preceding month, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the one month period ending on such last day of the preceding month, and also listing the Permitted Investments on deposit therewith on the date of said report, including all moneys held by it received as interest on or profit from the Permitted Investments.

Section 204. Payment of Fees. The fees of the Trustee shall be paid by the Village from funds other than those deposited hereunder (other than application of interest earnings or profit as hereinabove provided). The fees of the Trustee shall be competitive with fees charged for similar services by other banking institutions within the State of Illinois.

ARTICLE III

COVENANTS

Section 301. Powers and Duties, Costs. The Trustee has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own negligence or willful misconduct, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action or proceeding in which it may be a defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall it be deemed to have failed to take any such action, unless and until it shall have been indemnified by the Village to its satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees (provided notice is given to the Village of such costs and outlays within a reasonable time after they are incurred), and if any judgment, decree or recovery be obtained by the Trustee, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree or recovery. The Trustee shall not be required to risk, use or advance its own funds or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

Section 302. Buy and Sell Bonds, Investments. The Trustee, in its separate capacity as a banking institution, may in good faith buy, sell or hold and deal in any of the Bonds and may also, at the direction of the Village invest money on deposit in the Revenue Fund as permitted by the Indenture.

Section 303. Act upon this Agreement. All payments to be made by, and all acts, and things required to be done by, the Trustee under the terms and provisions of this Agreement, shall be made and done by the Trustee without any further direction or authority of the Village or the Collector except as expressly provided herein.

Section 304. Act upon Notices or Orders. The Trustee is authorized, in its sole discretion, to disregard any and all notices or instructions given by the Village or the Collector or any other person, firm or corporation, except (a) only such notices or instructions as are hereinabove specifically provided for and (b) orders or process of any court having jurisdiction duly entered or issued. If any property subject hereto is at any time attached, garnished, or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then, and in any of such events the Trustee is authorized, in its discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel of its own choosing is binding upon it; and if it complies with any such order, writ, judgment or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

Section 305. Good Faith Actions. Absent negligence or willful misconduct of the Trustee, the Trustee shall not be personally liable for any act taken or omitted hereunder if taken or omitted by it in good faith and in the exercise of its own best judgment. The Trustee shall also be fully protected in relying upon any written notice, demand, certificate or document which it in good faith believes to be genuine.

Section 306. Consult with Counsel. If the Trustee reasonably believes it to be necessary to consult with counsel concerning any of its duties in connection with this Agreement, or in case it becomes involved in litigation on account of being Trustee hereunder or on account of having received property subject hereto, then in either case, its costs, expenses, and reasonable attorneys' fees shall be paid by the Village, and upon timely notice thereof having been given.

Section 307. Authorization. Each of the parties hereto covenants, represents and warrants that it has all powers necessary under the applicable statutes, regulations and rulings and its governing body has taken all action necessary to authorize it to enter into this Agreement, and that the signatories to this Agreement on its behalf have been duly authorized to sign this Agreement on its behalf.

Section 308. Illinois Law. This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Illinois, and shall inure to, and be binding upon, the respective successors and assigns of the parties hereto.

ARTICLE IV

RESIGNATION OR REMOVAL OF THE TRUSTEE

The Trustee may at any time resign as Trustee under this Agreement by giving thirty (30) days written notice to the Village, and such resignation shall take effect upon the appointment of a successor Trustee by the Village. The Village may select as successor Trustee any financial institution located within the State of Illinois, which is authorized to maintain trust accounts for Illinois corporations under Federal or State law. If the Village has failed to appoint a successor prior to the expiration of thirty (30) days following receipt of the notice of resignation or removal, the Trustee may, at the expense of the Village, petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the parties hereto.

If at any time the Trustee is no longer legally authorized or qualified (by reason of any Federal or State law or any other law or regulation) to act as Trustee hereunder, then the Village may remove the Trustee and may select as successor Trustee any financial institution located within the State of Illinois, which is authorized to maintain trust accounts for Illinois corporations under Federal or State law.

Any banking association or corporation into which the Trustee may be merged, converted or with which the Trustee may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Trustee shall be transferred, shall succeed to all the Trustee's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding. Any successor Trustee selected pursuant to this Article must have not less than \$50,000,000 in assets.

ARTICLE V

ALTERATION AND TERMINATION OF AGREEMENT

The Village, the Trustee and the Collector may change and alter the terms of this Agreement for the following purposes:

- (a) to correct errors, clarify ambiguities or insert inadvertently omitted material; or
- (b) to alter the procedures of Article II of this Agreement and definitions pertaining thereto necessitated by changes in State law and procedures thereunder with respect to the collection and distribution of taxes;

provided, however, that such changes and alterations shall not materially affect the protections provided by this Agreement to the holders of the Bonds.

This Agreement shall be binding on any successor to the parties hereof during the term of this Agreement.

Upon the retirement of all of the Bonds as hereinabove provided for, the Trustee will transfer any balance remaining in the Revenue Fund to the Village, and thereupon this Agreement shall terminate.

ARTICLE VI

EXECUTION IN COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed by its President, the Collector has caused this Agreement to be executed by its official signature, and the Trustee, not individually, but in the capacity as hereinabove described, has caused this Agreement to be executed in its corporate name by one of its officers, all as of the date first above written.

**VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS**

By: _____
Title: Mayor

**COLLECTOR OF THE COUNTY OF
CHAMPAIGN, ILLINOIS**

By: _____
Title: Collector

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By: _____
Title: Vice President

EXHIBIT A

DESCRIPTION OF REDEVELOPMENT PROJECT AREA

EXHIBIT B

WIRING INSTRUCTIONS

Zions Bancorporation,
National Association
ABA # 124-000-054
Illinois Corporate Trust
Account #080 000 680

Reference: Village of Rantoul TIF Revenue
Attn: April Lepic 312-763-4262

TAX COMPLIANCE AGREEMENT

Dated as of [*Dated Date*]

VILLAGE OF RANTOUL, ILLINOIS

and

**ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee**

**[\$*Principal*]
Village of Rantoul, Illinois
Tax Increment Refunding Revenue Bonds, Series 2024
(Evans Road Project)**

TAX COMPLIANCE AGREEMENT

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Exhibit A – Debt Service Schedule and Proof of Bond Yield

Exhibit B – IRS Form 8038-G

Exhibit C – Project Description

Exhibit D – Sample Annual Compliance Checklist

* * *

TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the “Tax Agreement”), dated as of [*Dated Date*], between the **VILLAGE OF RANTOUL, ILLINOIS**, a home rule municipality under the laws of the State of Illinois (the “Issuer”) and **ZIONS BANCORPORATION, NATIONAL ASSOCIATION**, a national banking association duly organized and existing under the laws of the United States of America, as Trustee (the “Trustee”).

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the issuance by the Issuer of \$[*Principal*] principal amount of Tax Increment Refunding Revenue Bonds, Series 2024 (Evans Road Project) (the “Bonds”), under a Trust Indenture dated as of [*Dated Date*] (the “Indenture”), between the Issuer and the Trustee, for the purposes described in this Tax Agreement and in the Indenture.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “Regulations”), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The Issuer and the Trustee are executing this Tax Agreement in order to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds and the property financed or refinanced with those proceeds and the investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

4. The Issuer adopted a Tax Compliance Procedure on June 7, 2016 (the “Tax Compliance Procedure”) for the purpose of setting out general procedures for the Issuer to monitor and comply with the federal income tax requirements set out in the Code and the Regulations. This Tax Agreement is entered into as required by the Tax Compliance Procedure, in part, to set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the Issuer and the Trustee represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Indenture, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

“Adjusted Gross Proceeds” means the Gross Proceeds of the Bonds reduced by amounts (a) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (b) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (c) representing grant repayments or sale or investment proceeds of any purpose investment.

“Bona Fide Debt Service Fund” means a fund, which may include Bond proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year, and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

“Bond” or **“Bonds”** means any bond or bonds of the Issuer’s Tax Increment Refunding Revenue Bonds, Series 2024 (Evans Road Project), described in the recitals, authenticated and delivered under the Indenture.

“Bond Compliance Officer” means the Issuer’s Comptroller, or the person to whom the responsibilities of this position are delegated in writing by such person.

“Bond Counsel” means Gilmore & Bell, P.C. or other firm of nationally recognized bond counsel selected by the Issuer and acceptable to the Trustee.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending December 1, or another one-year period selected by the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended.

“Computation Date” means each date on which arbitrage rebate for the Bonds is computed. The Issuer may treat any date as a Computation Date, subject to the following limits:

- (a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;
- (b) each subsequent rebate installment payment must be made for a Computation Date not later than five years after the previous Computation Date for which an installment payment was made; and
- (c) the date the last Bond is discharged is the final Computation Date.

The Issuer selects _____, 2029, as the first Computation Date, but reserves the right to select a different date consistent with the Regulations.

“Debt Service Reserve Requirement” means the sum of \$_____.

“Escrow Agent” means The Bank of New York Mellon Trust Company, N.A., Chicago, Illinois, and any successors or assigns.

“Escrow Fund” means the escrow fund established under the Escrow Letter and held by the Escrow Agent.

“Escrow Letter” means the Letter of Escrow Instruction from the Issuer to the Escrow Agent, which provides for the payment of the principal of and interest on the Refunded Bonds.

“Financed Facility” means the portion of the Project financed or refinanced with the proceeds of the Bonds and the Original Obligations, as described on **Exhibit C**.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) investment proceeds (any amounts received from investing sale proceeds, other investment proceeds or transferred proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds (e) any other replacement proceeds, and (f) any transferred proceeds (unspent sale proceeds, investment proceeds or transferred proceeds of the Refunded Bonds). Specifically, Gross Proceeds includes, but is not limited to, amounts held in the following funds and accounts:

- (1) Revenue Fund;
- (2) Debt Service Fund.
- (3) Project Fund, which shall contain a Costs of Issuance Account.
- (4) Debt Service Reserve Fund.
- (5) Rebate Fund (to the extent funded with sale proceeds or investment proceeds of the Bonds).
- (6) Escrow Fund.

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

“Indenture” means the Trust Indenture dated as of [*Dated Date*], between the Issuer and the Trustee, as amended and supplemented in accordance with the provisions thereof.

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

“IRS” means the United States Internal Revenue Service.

“Issue Date” means _____, 2024.

“Issuer” means the Village of Rantoul, Illinois, and its successors and assigns, or any body, agency or instrumentality of the State of Illinois succeeding to or charged with the powers, duties and functions of the Issuer.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“Net Proceeds” means, when used in reference to the Bonds, the sale proceeds (excluding pre-issuance accrued interest), less any proceeds deposited in a reasonably required reserve or replacement fund, plus all Investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Bond proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Facility are “used” in a trade or business. Generally, ownership, a lease, a management agreement, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Opinion of Bond Counsel” means the written opinion of Bond Counsel to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“Original Obligations” means the Series 2013B Bonds, which were the first debt obligations that financed or refinanced the Financed Facility.

“Original Purchaser” means Bernardi Securities, Inc. Chicago, Illinois, the original purchaser of the Bonds.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Bonds and the Financed Facility and the investment of Gross Proceeds that apply after the Issue Date.

“Project” means all the property acquired, developed, constructed, renovated, and equipped using proceeds of the Original Obligations and other money as described on **Exhibit C**.

“Qualified User” means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Rebate Analyst” means Gilmore & Bell, P.C. or any successor Rebate Analyst selected pursuant to this Tax Agreement.

“Refunded Bonds” means all the outstanding Series 2013B Bonds, which are outstanding in the aggregate principal amount of \$6,840,000.

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“Series 2013B Bonds” means the Issuer’s Tax Increment Revenue Bonds (Evans Road), Series 2013B.

“Tax Agreement” means this Tax Compliance Agreement as it may from time to time be amended and supplemented in accordance with its terms.

“Tax Compliance Procedure” means the Tax Compliance Procedure dated June 7, 2016, as amended and supplemented in accordance with the provisions thereof.

“Tax-Exempt Bond File” means documents and records for the Bonds and the Original Obligations maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

“TIF Revenues” means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the Redevelopment Project Area by any and all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increase in the then-current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each such piece of property, all as determined by the County Clerk in accord with the TIF Act.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“Trustee” means Zions Bancorporation, National Association, and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as Trustee under the Indenture.

“Yield” means Yield on the Bonds, computed under Regulations § 1.148-4, and Yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the Issuer. The Issuer represents and covenants as follows:

(a) *Organization and Authority.* The Issuer (1) is a home rule municipality and political subdivision of the State of Illinois, (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Indenture, to enter into, execute and deliver the Indenture, the Bonds and this Tax Agreement and to carry out its obligations under the Indenture and this Tax Agreement, and (3) by all necessary action has been duly authorized to execute and deliver the Indenture, the Bonds, and this Tax Agreement, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Bonds—General Representations and Covenants.* In order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, the Issuer (to the extent within its power or direction): (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (2) will not use or invest, or permit the use or investment of, any Bond proceeds, other money held under the Indenture, or other funds of the Issuer, in a manner that would violate applicable provisions of the Code; and (3) will not use, or permit the use of, any portion of the Financed Facility in a manner that would violate applicable provisions of the Code.

(c) *Governmental Obligations—Use of Proceeds.* The Bonds are being issued to refinance the Project, portions of which have been and are expected to be used in a Non-Qualified Use.

(d) *Governmental Obligations—No Private Payment or Security.* As of the Issue Date the Issuer expects that none of the principal of and interest on the Bonds will be, and none of the principal of and interest on the Refunded Bonds has been, (under the terms of the Bonds or any underlying arrangement)

directly or indirectly: secured by any interest in property used or to be used for a Non-Qualified Use, or any interest in payments in respect of such property; or derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

(1) Net Debt Service. For purposes of this subsection (d) and calculating the amount of private security or private payment with respect to the Bonds, the Issuer understands that any debt service on the Bonds funded from Bond proceeds (for example, capitalized interest or amounts in a debt service reserve fund), and investment earnings on such amounts, will be disregarded in determining the amount of net debt service payments on the Bonds.

(2) Generally Applicable Taxes. For purposes of this subsection (d) and determining the existence of private security or private payment with respect to the Bonds, taxes of general application, including TIF Revenues, are not treated as private payments or as private security. TIF Revenues will be the primary source of repayment of the Bonds. TIF Revenues are generally applicable taxes, because they are enforced contributions exacted pursuant to legislative authority as part of the taxing power, are imposed and collected for the purpose of raising revenue to be used for governmental purposes, have a uniform rate of collection that applies to all persons of the same classification in the appropriate jurisdiction and have a generally applicable manner of collection and determination. No taxpayer has entered into any “impermissible agreement” relating to the payment of TIF Revenues. An “impermissible agreement” generally includes any agreement described in Regulations § 1.141-4(e)(4)(ii), including the following:

(A) An agreement to be personally liable for a tax that does not impose personal liability.

(B) An agreement to provide additional credit support such as a guaranty or to pay unanticipated shortfalls in tax collections.

(C) An agreement as to the minimum market value of property subject to a property tax.

(D) An agreement not to challenge or to seek deferral of a tax.

(E) Any similar agreement that causes a tax to fail to have a generally applicable manner of determination or collection.

(3) Covenant. The Issuer will not permit any private security or private payment with respect to the Bonds without first obtaining an Opinion of Bond Counsel.

(e) No Private Loan. Not more than 5% of the Net Proceeds of the Bonds will be loaned, and not more than 5% of the Net Proceeds of the Refunded Bonds have been loaned, directly or indirectly, to any Non-Qualified User.

(f) Limit on Maturity of Bonds. A description of the assets included in the Financed Facility and a computation of the “average reasonably expected economic life” thereof is attached to this Tax Agreement as **Exhibit C**. Based on this computation, the “average maturity” of the Bonds of _____ years, as computed by the Original Purchaser based on the expected receipt of revenues from the Project and repayment of the Bonds, does not exceed 120% of the average reasonably expected economic life of the Financed Facility.

(g) *Reimbursement of Expenditures.* No proceeds of the Original Obligations were used to reimburse the Issuer for expenditures paid by the Issuer prior to the issue date of the Original Obligations.

(h) *Registration.* The Indenture requires the Bonds to be issued and held in registered form within the meaning of Code § 149(a).

(i) *No Federal Guarantee.* The Issuer will not take any action or permit any action to be taken which would cause the Bonds to be “federally guaranteed” within the meaning of Code § 149(b).

(j) *IRS Form 8038-G.* Bond Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the Issuer contained in this Tax Agreement or based on information otherwise provided by the Issuer. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the Issuer for execution and for the Issuer’s records. The Issuer agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the Form 8038-G filed with the IRS, along with proof of filing, will be included as **Exhibit B**.

(k) *No Hedge Bonds.* At least 85% of the net sale proceeds (the sale proceeds less any sale proceeds invested in a reserve fund) of each of the Original Obligations were used to carry out the governmental purpose of the Original Obligations within 3 years after the respective issue date thereof, and not more than 50% of the proceeds of each of the Original Obligations were invested in Investments having a substantially guaranteed Yield for 4 years or more.

(l) *Compliance with Future Tax Requirements.* The Issuer understands that the Code and the Regulations may impose new or different restrictions and requirements on the Issuer in the future. The Issuer will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(m) *Single Issue; No Other Issues.* The Bonds constitute a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the Issuer (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(n) *Interest Rate Swap.* As of the Issue Date, the Issuer has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds. The Issuer will not enter into any such arrangement in the future without first obtaining an Opinion of Bond Counsel.

(o) *Guaranteed Investment Contract.* As of the Issue Date, the Issuer does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The Issuer will not enter into a Guaranteed Investment Contract without first obtaining an Opinion of Bond Counsel.

(p) *Bank-Qualified, Tax-Exempt Obligations.* The Issuer designates the Bonds as “qualified tax-exempt obligations” under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) the Issuer reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the Issuer (and all subordinate entities of the Issuer) during the calendar year that the Bonds are issued, including the Bonds, will not exceed \$10,000,000; and

(2) the Issuer (including all subordinate entities of the Issuer) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during the calendar year that the Bonds are issued, including the Bonds, in an aggregate principal amount or aggregate issue price in excess of \$10,000,000, without first obtaining advice of Bond Counsel that the designation of the Bonds as “qualified tax-exempt obligations” will not be adversely affected.

Section 2.2. Representations and Covenants of the Trustee. The Trustee represents and covenants to the Issuer as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or Opinion of Bond Counsel, specifically referencing the Bonds and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(b) The Trustee, at the written direction of the Issuer and acting on behalf of the Issuer, may from time to time cause a firm of attorneys, consultants or independent accountants or an investment banking firm to provide the Trustee and the Issuer with such information as it may request in order for the Issuer to determine all matters relating to (1) the Yield on the Bonds as it relates to any data or conclusions necessary to verify that the Bonds are not “arbitrage bonds” within the meaning of Code § 148, and (2) compliance with arbitrage rebate requirements of Code § 148(f). The Issuer will pay all costs and expenses incurred in connection with supplying the foregoing information.

(c) The Trustee, acting on behalf of the Issuer, will retain records related to the investment and expenditure of Gross Proceeds held in funds and accounts maintained by the Trustee and any records provided to the Trustee by the Issuer related to the Post-Issuance Tax Requirements. The Trustee will retain these records until three years following the final maturity of the Bonds or any obligations issued to refund the Bonds; provided, however, if the Trustee is not retained to serve as trustee for any obligations issued to refund the Bonds, then the Trustee may satisfy its record retention duties under this subsection (c) by providing copies of all records in its possession related to the Bonds to the trustee for any such refunding obligations or another party designated by the Issuer.

Section 2.3. Survival of Representations and Covenants. All representations, covenants and certifications of the Issuer and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the Issuer or the Trustee under this Tax Agreement, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this **Article III** is to certify, under Regulations § 1.148-2(b), the Issuer’s expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the Issuer’s conclusion that the Bonds are not arbitrage bonds. The individuals executing

this Tax Agreement on behalf of the Issuer are authorized officers of the Issuer responsible for the issuance of the Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this **Article III** are based upon and in reliance upon the Issuer's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the Issuer's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the Issuer set forth in this Tax Agreement are reasonable. The Issuer has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purpose of the Financing. The Bonds are being issued to refund the Refunded Bonds in order to achieve interest cost savings and provide for an orderly plan of finance.

Section 3.4. Funds and Accounts. The following funds and accounts have been established under the Indenture:

- (a) Revenue Fund;
- (b) Debt Service Fund;
- (c) Project Fund, including a Costs of Issuance Account;
- (d) Debt Service Reserve Fund; and
- (e) Rebate Fund.

In addition, the Special Tax Allocation Fund has been established in the custody of the Issuer and the Escrow Fund is established in the custody of the Escrow Agent under the Escrow Letter.

Section 3.5. Amount and Use of Bond Proceeds and Other Money.

(a) *Amount of Bond Proceeds.* The total proceeds to be received by the Issuer from the sale of the Bonds will be as follows:

Principal Amount	\$[*Principal*].00
Original Issue Discount	(_____.)
Underwriting Discount	(_____.)
Total Proceeds Received by Issuer	\$_____.

(b) *Use of Bond Proceeds.* The Bond proceeds are expected to be allocated to expenditures as follows:

(1) \$_____ of Bond proceeds will be deposited in the Costs of Issuance Account and used to pay costs of issuing the Bonds; and

(2) \$_____ of Bond proceeds will be deposited in the Escrow Fund and will be used to pay the principal of and interest on the Refunded Bonds on [*Redemption Date*].

(c) *Use of Other Moneys.* Amounts held by the Prior Trustee in funds and accounts established for the Refunded Bonds are expected to be allocated to expenditures as follows:

(1) \$_____ from the reserve fund for the Refunded Bonds, equal to the Debt Service Reserve Requirement for the Bonds, will be transferred to the Trustee and deposited in the Debt Service Reserve Fund;

(2) \$_____ from the funds and accounts established for the Refunded Bonds, including \$_____ from the reserve fund, \$_____ from the project fund, \$_____ from the debt service fund and \$_____ from the capitalized interest account for the Refunded Bonds, will be transferred to the Escrow Agent and deposited in the Escrow Fund and will be used to pay the principal of and interest on the Refunded Bonds on [*Redemption Date*]; and

(3) \$_____ from the funds and accounts established for the Refunded Bonds will be transferred to the Trustee and deposited in the Debt Service Fund.

Section 3.6. Multipurpose Issue. Pursuant to Regulations § 1.148-9(h), the Issuer is applying the arbitrage rules to separate financing purposes of the Bonds that have the same initial temporary period as if they constitute a single issue for purposes of applying the arbitrage rules.

Section 3.7. No Advance Refunding. No proceeds of the Bonds will be used more than 90 days after the Issue Date to pay principal of or interest on any other debt obligation.

Section 3.8. Current Refunding.

(a) *Proceeds Used for Current Refunding.* Proceeds of the Bonds will be used to pay principal of and interest on the Refunded Bonds, with all such proceeds used for such purpose not later than 90 days after the Issue Date

(b) *No Transferred Proceeds.* As of the Issue Date, the following unspent proceeds of the Refunded Bonds remain: approximately \$_____ in the reserve fund for the Refunded Bonds, approximately \$_____ in the project fund for the Refunded Bonds, and approximately \$_____ in the capitalized interest account of the debt service fund for the Refunded Bonds. Upon discharge of any principal amount of the Refunded Bonds with proceeds of the Bonds, a ratable portion of the remaining unspent proceeds of the Refunded Bonds will become proceeds of the Bonds (determined in accordance with Regulations § 1.148-9(b)).

Section 3.9. Project Completion. The Project has previously been completed.

Section 3.10. Sinking Funds. The Issuer is required under the Indenture to make periodic payments to the Trustee of Pledged TIF Revenues (as defined in the Indenture) in amounts sufficient to pay the principal of and interest on the Bonds. Such payments will be applied in accordance with the Indenture and ultimately deposited into the Debt Service Fund. Except for the Debt Service Fund and the Debt Service Reserve Fund (to the extent each is allocable to the Bonds), no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Debt Service Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each year, and the Issuer expects that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.11. Reserve, Replacement and Pledged Funds.

(a) *Debt Service Reserve Fund.* The Indenture establishes a Debt Service Reserve Fund to be funded at the time of issuance of the Bonds in an amount equal to the Debt Service Reserve Requirement.

In the Original Purchaser's Receipt and Representation, a copy of which is included in the Transcript, the Original Purchaser has certified that the funding of the Debt Service Reserve Fund in an amount equal to the Debt Service Reserve Requirement therefor was an essential factor in marketing the Bonds, and facilitated the marketing of the Bonds at an interest rate comparable to that of similar bond issues. Any amounts in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement for the Bonds will be transferred to the Debt Service Fund.

(b) *Other Funds and Accounts.* No other fund or account is pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Issuer encounters financial difficulty.

(c) *No Other Replacement or Pledged Funds.* None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility or to refund the Refunded Bonds, and that instead have been or will be used to acquire higher yielding Investments. Except for the Debt Service Fund and the Debt Service Reserve Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Issuer encounters financial difficulty.

Section 3.12. No Purpose Investment. The proceeds of the Bonds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.13. Issue Price and Yield on Bonds.

(a) *Issue Price.* Based on the Original Purchaser's certifications in the Original Purchaser's Receipt and Representation, a copy of which is included in the Transcript, the Issuer hereby elects to establish the issue price of the Bonds pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "general rule"). Therefore, the aggregate issue price of the Bonds is \$_____.

(b) *Bond Yield.* Based on the aggregate issue price of the Bonds, the Yield on the Bonds is ____%, as computed by the Original Purchaser based on the expected receipt of revenues from the Project and repayment of the Bonds and shown on **Exhibit A**. The Issuer has not entered into an interest rate swap agreement with respect to the Bonds.

Section 3.14. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device.* The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Bonds, together with expected Investment earnings thereon and other money contributed by the Issuer, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.15. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the Issuer does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article.* The purpose of this **Article IV** is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with Post-Issuance Tax Requirements. The Issuer recognizes that interest on the Bonds will remain excludable from gross income only if Post-Issuance Tax Requirements are followed after the Issue Date. The Issuer further acknowledges that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and support the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) *Written Policies and Procedures of the Issuer.* The Issuer intends for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to tax compliance that the Issuer has established. The provisions of this Tax Agreement are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.

(c) *Future Action.* The Issuer will take any action that is necessary to cause interest on the Bonds to remain excludable from gross income for federal income tax purposes, including without limitation signing Form 8038-T in connection with the payment of arbitrage rebate or yield reduction payments, participating in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedure (VCAP) or undertaking a remedial action procedure pursuant to Regulations § 1.141-12.

(d) *Bond Compliance Officer.* The Bond Compliance Officer will be responsible for working with other Issuer officials, departments and administrators, and for consulting with Bond Counsel, other legal counsel, and outside experts to the extent necessary to comply with the Post-Issuance Tax Requirements.

(e) *Costs.* The Trustee is not required to incur any cost in connection with any action taken related to the Post-Issuance Tax Requirements, and the Trustee will be entitled to recover from the Issuer all legal and other fees and expenses incurred in connection with compliance with this Article IV pursuant to the provisions of the Indenture. The costs and expenses incurred by the Issuer shall be treated as a reasonable cost of administering the Bonds, and the Issuer shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Indenture or State law.

Section 4.2. Record Keeping; Use of Bond Proceeds and Use of Financed Facility.

(a) *Record Keeping.* The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Agreement, the Bond Compliance Officer shall retain records related to Post-Issuance Tax Requirements until 3 years following the final maturity of the Bonds or any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records

which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the Issuer and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

(b) *Accounting and Allocation of Bond Proceeds to Expenditures.* Bond proceeds and other money will be used as described in Section 3.5. The Bond Compliance Officer will maintain accounting records showing the investment and expenditure of this money as part of the Tax-Exempt Bond File. The Bond Compliance Officer has prepared written substantiation records of the allocation of proceeds the Original Obligations to the Financed Facility. This allocation is summarized on **Exhibit C** and is intended to constitute the final allocation for the Original Obligations.

(c) *Annual Compliance Checklist.* Attached as **Exhibit D** is a sample annual compliance checklist for the Bonds. The Bond Compliance Officer will prepare and complete an annual compliance checklist for the Financed Facility at least annually in accordance with the Tax Compliance Procedure. In the event the annual compliance checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Bond Compliance Officer will take the actions identified in an Opinion of Bond Counsel or the Tax Compliance Procedure to correct any deficiency.

(d) *Opinions of Bond Counsel.* The Bond Compliance Officer is responsible for obtaining and delivering to the Issuer and the Trustee any Opinion of Bond Counsel required by this Tax Agreement or the annual compliance checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, the Issuer will not invest Gross Proceeds at a Yield greater than the Yield on the Bonds:

(a) *Escrow Fund.* Bond proceeds allocable to a current refunding of the Refunded Bonds may be invested without Yield restriction for up to 90 days after the Issue Date.

(b) *Costs of Issuance Account.* Bond proceeds deposited in the Costs of Issuance Account of the Project Fund may be invested without Yield restriction for up to 13 months after the Issue Date.

(c) *Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, money in such fund may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.

(d) *Debt Service Reserve Fund.* Money in the Debt Service Reserve Fund may be invested without Yield restriction up to the least of (1) 10% of the stated principal amount of the Bonds, (2) the maximum annual principal and interest requirements on the Bonds (determined as of the Issue Date), or (3) 125% of the average annual principal and interest requirements on the Bonds (determined as of the Issue Date). If the aggregate initial offering price of the Bonds to the public is less than 98% or more than 102% of par, such offering price must be used in clause (1) in lieu of the stated principal amount.

(e) *Minor Portion.* In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.4. Fair Market Value.

(a) *General.* No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market.* Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit.* The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts.* The Issuer will not enter into a Guaranteed Investment Contract for the Investment of Gross Proceeds of the Bonds without first obtaining an Opinion of Bond Counsel.

(e) *Other Investments.* If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least 3 bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.*, as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement.

(a) *General.* A portion of the Gross Proceeds of the Bonds may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Bonds and will not otherwise affect the application of the Investment limitations described in Section 4.3. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in Section 4.6 applies even if a portion of the Gross Proceeds of the Bonds is exempt from the rebate requirement. To the extent all or a portion of the Bonds is exempt from rebate, the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in Section 4.6. The Issuer may defer the final rebate Computation Date and the payment of rebate for the Bonds to the extent

permitted by Regulations § 1.148-7(b)(1) and § 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.

(b) *Applicable Spending Exceptions.* The following optional rebate spending exception can apply to the Bonds: 6-month Exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)).

(c) *Special Elections Made with Respect to Spending Exception Elections.* No special elections are being made in connection with the application of the spending exception.

(d) *Bona Fide Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, investment earnings in the account cannot be taken into account in computing arbitrage rebate.

(e) *Documenting Application of Spending Exception.* At any time prior to the first Computation Date, the Issuer may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the Issuer must continue to comply with Section 4.6 hereof.

(f) *General Requirements for Spending Exception.* The following general requirements apply in determining whether a spending exception is met.

(1) Using Adjusted Gross Proceeds to pay principal of any Bonds is not taken into account as expenditure for purposes of meeting any of the spending tests.

(2) The six-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent within six months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial six-month period, so long as this amount is spent within one year of the Issue Date.

Section 4.6. Computation and Payment of Arbitrage Rebate.

(a) *Rebate Fund.* The Trustee will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Agreement. Any Investment earnings derived from the Rebate Fund will be credited to the Rebate Fund, and any Investment loss will be charged to the Rebate Fund.

(b) *Computation of Rebate Amount.* The Trustee will provide the Rebate Analyst investment reports relating to each fund held by the Trustee that contains Gross Proceeds of the Bonds at such times as reports are provided to the Issuer, and not later than ten days following each Computation Date. The Issuer will provide the Rebate Analyst with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Trustee annually as of the end of each Bond Year and not later than ten days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Trustee and the Issuer together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not

later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals.

(c) *Rebate Payments.* Within 60 days after each Computation Date, the Trustee must pay (but solely from money in the Rebate Fund or provided by the Issuer) to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

(d) *Successor Rebate Analyst.* If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the Issuer desires that a different firm act as the Rebate Analyst, then the Issuer by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Agreement, will engage a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder. In the event the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason and the Issuer fails to appoint a qualified successor Rebate Analyst within thirty (30) days following notice of such resignation then the Trustee will appoint a firm to act as the successor Rebate Analyst.

Section 4.7. Filing Requirements. The Trustee and the Issuer will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with advice of Bond Counsel.

Section 4.8. Survival after Defeasance. Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate and yield reduction amounts to the United States will survive the payment or defeasance of the Bonds.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on the Bonds have been fully paid and the Bonds are cancelled; provided that, the provisions of Section 4.2 relating to record keeping shall continue in force for the period described therein for records to be retained, and the provisions of Section 4.6 relating to payment of arbitrage rebate and yield reduction amounts, and all related penalties and interest, will continue in force and effect until all such amounts are paid to the United States.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the owners of the Bonds, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Agreement as so amended such amendment will not

cause interest on the Bonds to be included in gross income for federal income tax purposes. No such amendment will become effective until the Issuer and the Trustee receive this Opinion of Bond Counsel.

Section 5.3. Opinion of Bond Counsel. The Issuer and the Trustee may deviate from the provisions of this Tax Agreement if furnished with an Opinion of Bond Counsel to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Issuer and the Trustee will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from federal gross income of interest on the Bonds.

Section 5.4. Reliance. In delivering this Tax Agreement, the Issuer and the Trustee are making only those certifications, representations and agreements as are specifically attributed to each in this Tax Agreement. Neither the Issuer nor the Trustee is aware of any facts or circumstances which would cause either to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Agreement and, to the best of their knowledge, those facts, circumstances, estimates and expectations are reasonable. The Issuer understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.5. Severability. If any provision in this Tax Agreement or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Agreement is binding upon the Issuer and the Trustee and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Bonds. Nothing in this Tax Agreement or in the Indenture or the Bonds, express or implied, gives to any person, other than the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement.

Section 5.7. Default, Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement may be pursued by the owners of the Bonds pursuant to the terms of the Indenture or any other document which references this Tax Agreement and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

Section 5.10. Electronic Transactions. The transaction described in this Tax Agreement may be conducted, and related documents may be stored, received and sent by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 5.11. Immunity of Officers, Employees and Members of Issuer. No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Tax Agreement contained against any past, present or future officer, official, member, employee or agent of the Issuer, the governing body of the Issuer, or of any successor public entity, as such, either directly or through the Issuer or any successor public entity, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, officials, directors, members, trustees, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Tax Agreement.

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IN WITNESS WHEREOF, the undersigned, by their execution of this Tax Agreement, hereby make the foregoing certifications, representations, and agreements contained in this Tax Agreement on behalf of the respective party, as of the Issue Date.

VILLAGE OF RANTOUL, ILLINOIS

By: _____
Village President

By: _____
Comptroller/Bond Compliance Officer

**ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Vice President

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD

EXHIBIT B
IRS FORM 8038-G

EXHIBIT C
PROJECT DESCRIPTION

EXHIBIT D

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt obligations (“Bonds”):	Village of Rantoul, Illinois Tax Increment Refunding Revenue Bonds Series 2024 (Evans Road Project)
Closing Date of Bonds:	_____, 2024
Name of Bond Compliance Officer:	_____
Period covered by request (“Annual Period”):	_____

Item	Question	Response
1 Private Payment or Security	Has the Issuer entered into any agreement or arrangement with any entity whereby the entity pays for the use of any portion of the Project (for example, rent payments) or agrees to provide security for the Bonds (for example, a guarantee)?	☐ Yes ☐ No
	Has the Issuer entered into any special agreement or arrangement with any entity relating to the payment of the taxes securing the Bonds (that is, the TIF)?	☐ Yes ☐ No
	If answer to any of the above was “Yes,” was an Opinion of Bond Counsel obtained for the transaction(s)?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
2 Arbitrage Calculations	Has the Issuer obtained required arbitrage rebate calculations for the Bonds?	☐ Yes ☐ No
	If Yes, include a copy in the Tax-Exempt Bond File; if No, consult with the Rebate Analyst and include all correspondence in the Tax-Exempt Bond File.	

Bond Compliance Officer: _____

Date Completed: _____

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to Pass <u>Resolution 04-24-1414</u> , a 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 9, 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.

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Village Clerk

APPROVED this 9th day of April, 2024.

Village President