



**Rantoul Village Board of Trustees**  
**Regular Study Session**  
**June 3, 2025**  
**6:00 PM**

---

*Order of Business*

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**1. Call to Order**

**2. Roll Call**

**3. Mayoral Proclamation**

(A) Juneteenth National Independence Day | Thursday, June 19, 2025

**4. Approval of Agenda**

**5. Public Participation**

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

**6. Items from the Mayor**

**7. Items from Trustees**

**8. Items from the Clerk**

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

(A) Minutes of the May 6, 2025 Special Board Meeting

(B) Minutes of the May 6, 2025 Board Study Session

(C) Minutes of the May 13, 2025 Board Meeting

**9. Items from Human Resources**

(A) Village Career Opportunities

**10. Items from Comptroller**

**11. Items from Police Department**

(A) Grant Agreement with IL Law Enforcement Training for the Ballistics IQ Software and Master Agreement from Evidence IQ, Inc.

**12. Items from Fire Department**

(A) Ordinance Amending Chapter 16 of the Village Code to Create an Emergency Medical Technician Classification for the Fire Department

**13. Items from Community Planning & Development**

(A) Downtown Reconstruction & Streetscaping Project Update

**14. Items from Parks & Recreation**



**Rantoul Village Board of Trustees**  
**Regular Study Session**  
**June 3, 2025**  
**6:00 PM**

---

*Order of Business*

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**15. Items from Public Works**

- (A) Engineering Service Agreement for the Development of the Wastewater Industrial Monitoring - Local Limits Technical Evaluation Project with Donohue & Associates, Inc. for a not-to-exceed amount of \$63,400.00
- (B) Prospect Substation Upgrade Change Order #1 for the Redesign of Switchgear Equipment from Powercon Corp. in the amount of \$509,307.00 for a total amount of \$2,347,462.00

**16. Items from the Administrator**

- (A) Host Community Agreement between Area Disposal Service, Inc and the Village of Rantoul
- (B) Ordinance 2796, an Ordinance Amending Chapter 28 "Solid Waste" of the Village Code in Connection with Pollution Control Facilities

**17. Items from Counsel**

**18. Announcements**

- (A) **Former Chanute Air Force Base Public Meeting**  
Update on PFAS Actions & Remedial Investigation  
Wednesday, June 11 at 7:00pm  
Louis B. Schelling Memorial Board Room
- (B) **Light up Rantoul - Rotary Business Expo**  
Saturday, June 14 | 10:00am - 4:00pm  
Flyover Film Studios (Chanute Hangar One)  
Free Admission - Family Fun, Food, Drinks, Entertainment!

**19. Items for Closed Session**

- (A) Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 5, to consider the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired

**20. Adjournment**

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                            |                            |
|----------------------------|----------------------------|
| ITEM: Mayoral Proclamation | DEPARTMENT: Administration |
| DATE: June 3, 2025         | AMOUNT:                    |
| ATTACHMENTS:               | ADMINISTRATIVE NOTES:      |
| SUMMARY HIGHLIGHTS:        |                            |
| RECOMMENDED ACTION:        |                            |
| DEPARTMENT HEAD APPROVAL   | VILLAGE ADMINISTRATOR      |

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                                      |                            |
|----------------------------------------------------------------------|----------------------------|
| ITEM: Juneteenth National Independence Day   Thursday, June 19, 2025 | DEPARTMENT: Administration |
| DATE: June 3, 2025                                                   | AMOUNT:                    |
| ATTACHMENTS:<br><br>1. Mayoral Proclamation - Juneteenth             | ADMINISTRATIVE NOTES:      |
| SUMMARY HIGHLIGHTS:                                                  |                            |
| RECOMMENDED ACTION:                                                  |                            |
| DEPARTMENT HEAD APPROVAL                                             | VILLAGE ADMINISTRATOR      |



# Proclamation

by the Mayor of  
Rantoul, Illinois

## To All to Whom these Presents Shall Come:

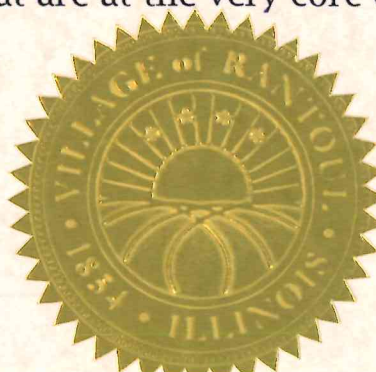
**Whereas**, Juneteenth, observed annually on June 19th, commemorates the day in 1865 when Union soldiers reached the final shores of the United States, and declared the end of slavery - more than two years after President Abraham Lincoln had signed the Emancipation Proclamation.

**Whereas**, the celebration of Juneteenth not only recognizes a pivotal moment in our nation's history, but has evolved into a day to honor the strength, perseverance, and enduring spirit of African Americans, and to reflect on the profound contributions that they have made—and continue to make—to our community and our nation.

**Whereas**, the Village of Rantoul is committed to fostering diversity, equity, and inclusion, and recognizes the importance of understanding our collective history to promote unity and mutual respect among all citizens.

**Whereas**, in 2003, the State of Illinois designated Juneteenth as National Freedom Day, and in 2021, Juneteenth National Independence Day officially became a federal holiday commemorating the first day of freedom in America for all Americans.

**Now therefore**, I, Samuel Hall III, Mayor of the Village of Rantoul, do hereby proclaim June 19, 2025 as **Juneteenth Independence Day** in the Village of Rantoul. I encourage all citizens to observe this day as a powerful reminder of the promises of freedom, equality, and opportunity that are at the very core of the American Dream.



**Given** Under my hand and the  
Corporate Seal of said Rantoul, Illinois  
this 3<sup>rd</sup> day of June 2025

Mayor and President of the Village Board of Trustees

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                            |                       |
|----------------------------|-----------------------|
| ITEM: Public Participation | DEPARTMENT:           |
| DATE: June 3, 2025         | AMOUNT:               |
| ATTACHMENTS:               | ADMINISTRATIVE NOTES: |
| SUMMARY HIGHLIGHTS:        |                       |
| RECOMMENDED ACTION:        |                       |
| DEPARTMENT HEAD APPROVAL   | VILLAGE ADMINISTRATOR |

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                            |                       |
|----------------------------|-----------------------|
| ITEM: Items from the Clerk | DEPARTMENT:           |
| DATE: June 3, 2025         | 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 May 6, 2025 Special Board Meeting                | DEPARTMENT: Administration |
| DATE: June 3, 2025                                                    | AMOUNT:                    |
| ATTACHMENTS:<br><br>1. May 6 Special Board Meeting Minutes<br>- draft | ADMINISTRATIVE NOTES:      |
| SUMMARY HIGHLIGHTS:                                                   |                            |
| RECOMMENDED ACTION:                                                   |                            |
| DEPARTMENT HEAD APPROVAL                                              | VILLAGE ADMINISTRATOR      |

**RANTOUL VILLAGE BOARD OF TRUSTEES  
SPECIAL BOARD MEETING  
May 6, 2022**

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

A Special Meeting of the Board of Trustees of the Village of Rantoul was held at 6:00 pm, President Smith presiding. President Smith called the meeting 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:

Tony Brown, Police Chief; Angela Schultz, Comptroller; Jake McCoy, Public Works Director; Chad Isley, Assistant Public Works Director; Luke Humphrey, Recreation & Parks Director; Andy Graham, Assistant Recreation Director; Chris Milliken; Community Planning and Development; Brian Hunt, Community Development; Corky Vericker, Airport Manager; Debbie Sage, Human Resources; Tana Ward, Executive Assistant, Audio/Visual; David Wesner, Attorney, Hank Gamel, Deputy Clerk and Janet Gray, Village Clerk

**Approval of the Agenda**

Trustee Hall moved to approve the agenda for the meeting as presented. Trustee Crider seconded the motion. On a Roll Call vote:

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

NAYS: None – 0

The motion carried 6-0.

**Public Participation**

Mayor Smith opened the public comment portion of the meeting per the Open Meetings Act.

Couch Lou from the Rantoul Falcons said they have a tumbling camp this week and also reviewed the other programs they offer. He wanted to say thank you and congratulations to the new elected officials.

**A. Board Meeting Minutes**

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Trustee Weathersby moved to approve the minutes of the April 1, 2025 Board Study Session. Trustee Robertson seconded the motion. On a Roll Call vote:

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

NAYS: None – 0

The motion carried 6-0.

Trustee Hall moved to approve the minutes of the April 8, 2025 Board Meeting. Trustee Crider seconded the motion. On a Roll Call vote:

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

NAYS: None – 0

The motion carried 6-0.

## **B. Installation of Village Clerk**

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Mayor Charles Smith gave the oath of office to Janet Gray, the elected Village Clerk.

## **C. Recognition of Retiring Elected Officials**

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Village Clerk Janet Gray recognized the outgoing Elected Officials.

- Trustee Irene Felicia Weathersby for her service from May 2021 to April 2025.
- Trustee Samuel Hall, III for his service from May 2017 to April 2025.
- A video was presented showing Mayor's Smith's service over the last 12 years.
- Mayor Charles Smith was recognized for his service from May 2013 to April 2025.

## **D. Mayoral Address**

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Mayor Smith gave a farewell address.

## **E. Election Results**

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Village Clerk Janet Gray stated that the April 1, 2025 Election Results have been Certified by the County Clerk and that all Elected Officials have been qualified to serve in their elected offices.

## **F. Installation of Village Trustees**

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Village Clerk Janet Gray gave the oath of office to the elected Trustees.

- Loise Haines, District 1
- Donald Robertson, District 3
- Mike Graham, District 5

## **G. Installation of Village President**

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Village Clerk Janet Gray gave the oath of office to Samuel Hall, III the elected Village President. Mayor Hall gave an acceptance address.

## **H. Approval of Consent Agenda by Omnibus Vote**

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- A. Appointment of Scott Eisenhauer as the Village Administrator
- B. Appointment of Anthony Brown as the Chief of Police
- C. Appointment of Chad Smith as Fire Chief
- D. Appointment of Angela Schultz as the Comptroller
- E. Appointment of Luke Humphrey as the Director of Parks & Recreation
- F. Appointment of Jacob McCoy as the Director of Public Works

Trustee Crider moved to approve the Consent Agenda items by omnibus vote. Trustee Graham seconded the motion. On a Roll Call vote:

YEAS: Workman, Haines, Wilson, Robertson, Graham and Crider – 6.

NAYS: None – 0.

The motion carried 6-0.

## **I. Adjournment**

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

YEAS: Graham, Workman, Haines, Wilson, Robertson and Crider - 6.

NAYS: None – 0.

The motion carried 6-0.

The meeting adjourned at 6:51 pm.

Janet E. Gray, MMC  
Village Clerk

**Approved**

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Samuel E Hall, III  
Village President

**ATTEST:**

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Janet E. Gray, MMC  
Village Clerk

I, Janet E. Gray, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the foregoing minutes are a true and correct copy of the Special Board Meeting of the Board of Trustees held May 6, 2025 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 May 6, 2025 Board Study Session       | DEPARTMENT: Administration |
| DATE: June 3, 2025                                         | AMOUNT:                    |
| ATTACHMENTS:<br><br>1. May 6 Study Session Minutes - draft | ADMINISTRATIVE NOTES:      |
| SUMMARY HIGHLIGHTS:                                        |                            |
| RECOMMENDED ACTION:                                        |                            |
| DEPARTMENT HEAD APPROVAL                                   | VILLAGE ADMINISTRATOR      |

**RANTOUL VILLAGE BOARD OF TRUSTEES  
REGULAR STUDY SESSION  
MAY 6, 2025**

---

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 7:11 P.M. Mayor Hall called the proceeding to order.

**Roll Call**

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

Mayor Hall, Trustees Workman, Crider, Wilson, Graham, Robertson and Haines – 7.

The following representatives of Village departments were also present:

Tony Brown, Police Chief; Chad Smith, Fire Chief; Angela Schultz, Comptroller; Jake McCoy, Public Works Director; Chad Isley, Assistant Public Works Director; Luke Humphrey, Recreation & Parks Director; Andy Graham, Assistant Recreation Director; Chris Milliken, Community Planning and Development; Brian Hunt, Community Development; Carson Vericker, Airport Manager; Debbie Sage, Human Resources; Tana Ward, Executive Assistant, Audio/Visual; David Wesner, Attorney and Janet Gray, Village Clerk.

**Approval of Agenda**

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

YEAS Wilson, Graham, Robertson, Haines, Workman and Crider – 6.

NAYS: None – 0.

The motion carried 6-0.

**Public Participation**

Mayor Hall opened the public comment portion of the meeting per the Open Meetings Act. No individuals registered with the Village Clerk prior to the meeting.

**Items from the Mayor**

Mayor Hall stated again how excited he is to work with the staff.

**Items from Trustees**

No items from the trustees.

**Items from Human Resources**

A. Village Career opportunities were listed in the Board Packet.

### **Items from Comptroller**

No items to report.

### **Items from Police Department**

- A. The Department is requesting the approval of the purchase of a Whelen R4 Vortex Emergency Warning Siren to be located in the 400 Block of West Grove Avenue (Rudzinski Memorial Park) from Global Technical Systems, Inc. in the amount of \$37,829.09. The current siren is no longer operational. Delivery will be in approximately 10 weeks.
- B. The Department is requesting the approval of the purchase of a 2025 Ford Explorer Police Interceptor Vehicle from Shields Auto Group in the amount not-to-exceed \$66,397.00. This is a budgeted item.

These items will go to the Board for approval.

### **Items from Fire Department**

No items to report.

### **Items from Community Planning and Development**

- A. The Department is requesting the approval of a Resolution approving the Community Development Block Grant 2025-2029 Consolidated Plan. This is a plan that is submitted to receive funds from the Department of Housing & Urban Development. Brian Hunt reviewed the Consolidated Plan. A Public Hearing was held on April 29.
- B. Chris Milliken gave an update on the Downtown Reconstruction & Streetscape Project. A public meeting was held downtown on April 7. The project is on schedule at this time. Mr. Milliken will be sending out a weekly update.

Item A will go to the Board for approval.

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

No items to report.

### **Items from Public Works**

- A. The Department is requesting the approval of a Construction Engineering Services Agreement for the Wastewater Treatment Plant and Systems Project, Phase II with Donohue & Associates, Inc. in the amount of \$683,110.00. This agreement would allow Donohue to perform the construction administration for the project. The fees will be funded out of reserves of the Wastewater Department and reimbursed by the Illinois Environmental Protection Agency Loan. The construction documents need to be prepared before the Village can apply for the EPA loan.

- B. The Department is requesting the approval of an Engineering Service Agreement for the Engineering, Planning, and Special Services for the Runway Safety Area Improvements, Drainage, and Lighting for Runway 9/27 & Runway 18/36 with Hanson Professional Services in the not-to-exceed amount of \$196,275.00. This project would provide RSA Improvements, drainage and lighting for the two runways. The Federal BIL will provide 95% of the funds with the Village paying 5% which is \$9,813.75.

These items will go to the Board for approval.

**Items from Administrator**

No items to report.

**Items from Counsel**

The attorney provided an update on the Home Theater. The Judge ordered the owner to repair violations. He requested that the Judge impose fines for other violations and attorney fees.

**Public Announcements**

- A. The Village of Rantoul Clean-up Day will be Saturday, May 10 from 8:00 am to Noon. Citizens must provide a copy of their utility bill to participate.
- B. A Senior Luncheon will be held Thursday, May 15 at 11:30 am at the Rantoul Recreation Department. Call 217-893-5703 to RSVP.
- C. Cop on a Rooftop will be May 16 from 5:00 am to 11:00 am at Dunkin' Donuts.
- D. The Shop with a Cop Golf Outing will be Friday, May 16. It is a Shotgun start at Noon. Call 217-892-2143 to register.
- E. The Residential Electronics Collection Event will be Saturday, May 17 at Parkland College. Register at [ecycle.simplybook.me](http://ecycle.simplybook.me)

**Closed Session**

No Closed Session was held.

**Meeting Adjourned**

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

YEAS: Robertson, Haines, Workman, Crider, Wilson, and Graham – 6.

NAYS: None -0.

Motion carried 6-0

The meeting was adjourned at 7:42 pm

Respectfully submitted,

Janet E. Gray, MMC  
Village Clerk

**Approved**

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Samuel E. Hall, III  
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 May 6, 2025 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 May 13, 2025 Board Meeting             | DEPARTMENT: Administration |
| DATE: June 3, 2025                                          | AMOUNT:                    |
| ATTACHMENTS:<br><br>1. May 13 Board Meeting Minutes - draft | ADMINISTRATIVE NOTES:      |
| SUMMARY HIGHLIGHTS:                                         |                            |
| RECOMMENDED ACTION:                                         |                            |
| DEPARTMENT HEAD APPROVAL                                    | VILLAGE ADMINISTRATOR      |

**RANTOUL VILLAGE BOARD OF TRUSTEES  
REGULAR BOARD MEETING  
MAY 13, 2025**

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

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

**Invocation & Pledge of Allegiance**

Pastor Mark Wilkerson of the Maranatha Baptist Church opened the meeting in prayer. Following the invocation, Trustee Wilson led the audience in recitation of the Pledge of Allegiance.

**Roll Call**

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

Mayor Hall, Trustees Workman, Crider, Wilson, Graham, Robertson and Haines – 7.

The following representatives of Village departments were also present:

Scott Eisenhauer, Administrator; Tony Brown, Police Chief; Chad Smith, Fire Chief; Angela Schultz, Comptroller; Luke Humphrey, Recreation & Parks Director; Jake McCoy, Public Works Director; Chris Milliken; Community Planning and Development; Tana Ward, Executive Assistant, Audio/Visual; David Wesner, Attorney and Janet Gray, Village Clerk.

**Mayoral Proclamation**

- A. The Mayor read a proclamation for International GM1 Gangliosidosis Awareness Day on May 23, 2025 in Rantoul. Ashley Thornton, the mother of Ezra Rosenbeck addressed the Board. Both she and Ezra's father Conner Rosenbeck thanked the Mayor for bringing awareness to this disease.
- B. The Mayor read a proclamation making May Mental Health Awareness Month in Rantoul. Trustee Crider accepted the Proclamation and spoke about her work in the Children's Mental Health area.

**Mayor's Presentation**

- A. The Mayor gave the Oath of Office to Police Officer Malik Evans. Officer Evans grew up in Chicago and had been working at Federal Express. He joined the force on April 21, 2025 and is currently attending PTI training.

- B. The Mayor gave the Oath of Office to Police Officer John Sexton. Officer Sexton earned at BA from Lindsey College. He also joined the force on April 21, 2025 and is currently attending PTI training at the U. of I.
- C. The Mayor gave the Oath of Office to Firefighter Caleb Park. Firefighter Park just finished a two-month tour in the Army Reserves.

### **Approval of Agenda**

Trustee Crider moved to approve the agenda for the meeting, as presented. Trustee Wilson seconded the motion. On a Roll Call vote:

YEAS: Crider, Wilson, Graham, Robertson, Haines and Workman – 6.

NAYS: None – 0.

The motion carried 6-0.

### **Public Participation**

Mayor Hall opened the public comment portion of the meeting per the Open Meetings Act. No one registered with the Village Clerk prior to the meeting.

### **A. Consent Agenda**

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

##### **A. Bills and Monthly Financial Reports**

Trustee Robertson moved to approve the Consent Agenda items by omnibus vote. Trustee Graham seconded the motion. On a Roll Call vote:

YEAS: Robertson, Haines, Workman, Crider, Wilson and Graham - 6.

NAYS: None – 0.

The motion carried 6-0.

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

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Trustee Workman moved to authorize and approve the purchase of an Emergency Warning Siren for the 400 Block of West Grove Avenue (Rudzinski Memorial Park) from Global Technical Systems, Inc. in the amount of \$37,829.09. Trustee Crider seconded the motion. On a Roll Call vote:

YEAS: Workman, Crider, Wilson, Graham, Robertson and Haines – 6.

NAYS: None – 0.

The motion carried 6-0.

Trustee Graham moved to authorize and approve the purchase of a 2025 Ford Explorer Police Interceptor Vehicle for the Police Department from Shields Auto Group in the amount not-to-exceed \$66,397.00 . Trustee Robertson seconded the motion. On a Roll Call vote:

YEAS: Graham, Robertson, Haines, Workman, Crider and Wilson – 6.

NAYS: None – 0.

The motion carried 6-0.

Trustee Robertson moved to authorize and approve an Engineering Service Agreement for the Engineering, Planning, and Special Services for the Runway Safety Area Improvements, Drainage, and Lighting for Runway 9/27 & Runway 18/36 with Hanson Professional Services in the not-to-exceed amount of \$196,275.00 (Village share of \$9,813.75). Trustee Crider seconded the motion. On a Roll Call vote:

YEAS: Robertson, Haines, Workman, Crider, Wilson and Graham – 6.

NAYS: None – 0.

The motion carried 6-0.

Trustee Crider moved to authorize and approve a Construction Engineering Services Agreement for the Wastewater Treatment Plant and Systems Project, Phase II with Donohue & Associates, Inc. in the amount of \$683,110.00.

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

YEAS: Crider, Wilson, Graham, Robertson, Haines and Workman – 6.

NAYS: None – 0.

The motion carried 6-0.

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

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#### **CD Resolution No. 304**

#### **A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2025-2029 CONSOLIDATED PLAN**

Trustee Robertson moved to pass CD Resolution No. 304. Trustee Wilson seconded the motion. On a Roll Call vote:

YEAS: Robertson, Haines, Workman, Crider, Wilson and Graham – 6.

NAYS: None – 0.

The motion carried 6-0.

### **D. Public Announcement**

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- A. A Senior Luncheon will be held Thursday, May 15 at 11:30 am at the Rantoul Recreation Department. Call 217-893-5703 to RSVP.
- B. Cop on a Rooftop will be Friday, May 16 from 5:00 am to 11:00 am at Dunkin' Donuts. This is a fundraiser for the Special Olympics.
- C. The Shop with a Cop Golf Outing will be Friday, May 16. It is a Shotgun Start at Noon. Call 217-892-2143 to Register. This is a fundraiser for Shop with a Cop and the Kids Foundation.
- D. Trustee Crider said she received the Village Water Survey Questionnaire and asked for clarification. Public Works Director Jake McCoy explained the purpose of the survey.

### **E. Closed Session**

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No Closed session was held.

## **F. Adjournment**

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

YEAS: Robertson, Haines, Workman, Crider, Wilson and Graham – 6.

NAYS: None – 0.

The motion carried 6-0.

MEETING ADJOURNED AT 6:35 PM.

Janet E. Gray, MMC  
Village Clerk

**Approved**

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Samuel E. Hall, III  
Village President

**ATTEST:**

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Janet E. Gray, MMC  
Village Clerk

I, Janet E. Gray, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the foregoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held May 13, 2025 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: Village Career Opportunities         | DEPARTMENT: Administration |
| DATE: June 3, 2025                         | AMOUNT:                    |
| ATTACHMENTS:<br><br>1. Open Positions 0625 | ADMINISTRATIVE NOTES:      |
| SUMMARY HIGHLIGHTS:                        |                            |
| RECOMMENDED ACTION:                        |                            |
| DEPARTMENT HEAD APPROVAL                   | VILLAGE ADMINISTRATOR      |

# Now Hiring ....

- Chief of Operations - Wastewater
- Police Officers
- Firefighters
- Property Maintenance & Housing Inspector
- Water Treatment Plant Operator

**Apply Online Today!**

[www.myrantoul.com/jobs](http://www.myrantoul.com/jobs)



**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| ITEM: Grant Agreement with IL Law Enforcement Training for the Ballistics IQ Software and Master Agreement from Evidence IQ, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | DEPARTMENT: Administration                                                                           |
| DATE: June 3, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | AMOUNT:<br><u>\$24,999.00 - Purchase Price</u><br>\$24,999.00 - Grant Amount<br>\$0.00 - Local Match |
| ATTACHMENTS:<br><br>1. Evidence IQ, Inc - Ballistics IQ Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ADMINISTRATIVE NOTES:                                                                                |
| SUMMARY HIGHLIGHTS:<br>The Rantoul Police Department has been chosen for a Municipal, State, and Federal Law Enforcement Agency Grant Award in the amount of \$24,999.00 to purchase the Ballistics IQ Annual Subscription and Master Service Agreement. This grant would be for the period of one year, and it includes all software and hardware needs. Following the first year of implementation, the Department may evaluate its usefulness, and is under no requirement to continue the program beyond its initial year. This data analysis program is used for investigatory law enforcement purposes in our geographical area. |                                                                                                      |
| RECOMMENDED ACTION: Authorize the Acceptance of the Grant Agreement for Ballistic IQ Software                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                      |
| DEPARTMENT HEAD APPROVAL<br>Chief Tony Brown                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | VILLAGE ADMINISTRATOR<br>Scott Eisenhower                                                            |

## **EVIDENCE IQ – BALLISTICS IQ MUNICIPAL, STATE AND FEDERAL LAW ENFORCEMENT AGENCY AGREEMENT**

This Municipal, State and Federal Law Enforcement Agency Agreement (“**Agreement**”) is made and entered into effective May \_\_, 2025 (the “**Effective Date**”) between Evidence IQ, Inc., a Delaware corporation (“**EIQ**”), and the Village of Rantoul Police Department (“**AGENCY**”).

**A.** EIQ collects, stores and disseminates Ballistics Data (as herein defined) to law enforcement agencies through its EIQ Software Service (as herein defined); and

**B.** AGENCY desires to obtain access to Ballistics Data through the EIQ Software Service on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

**1. License.** Subject to, and conditioned on, AGENCY’s payment of the Service Fees and compliance with all other terms and conditions of this Agreement, EIQ grants to AGENCY a non-exclusive, non-transferable right and license to access and use the Ballistics Data through the EIQ Software Service during the Service Period only for investigatory law enforcement purposes in AGENCY’s geographic area of their jurisdiction on investigations that AGENCY is conducting. AGENCY is not permitted by this license to enter Ballistics Data arising from investigations being conducted by other LEAs. “**Ballistics Data**” means ballistics data and images collected by municipal, state or Federal law enforcement agencies (“**LEAs**”) and available through the EIQ Software Service for use by LEAs. Additionally, AGENCY grants to EIQ a non-exclusive, fully paid up, royalty free, worldwide, sublicensable, transferable, perpetual and irrevocable license to use, install, access, reproduce, modify, impose, display, create derivative works of, distribute, and license for use by EIQ’s customers the Ballistics Data uploaded by AGENCY in connection with its EIQ Software Service. “**EIQ Software Service**” means the web-based (hosted) suite of software applications of EIQ consisting of analytical and investigative software located on a physical database server that also hosts Ballistics Data accessed through the EIQ customer portal. All Ballistics Data uploaded by AGENCY will be available through the EIQ Software Service and accessible by other LEAs who contract with EIQ to access the EIQ Software Service.

### **2. Access to the Ballistics Data Through the EIQ Software Service.**

**(a) Account Security.** EIQ shall provide to AGENCY the necessary passwords and network links or connections to allow AGENCY’s Users to access the Ballistics Data through the EIQ Software Service. AGENCY shall be responsible for assigning to each of AGENCY’s Users a username and password (one per user account). An unlimited number of User accounts is provided. AGENCY will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). AGENCY shall notify EIQ immediately if AGENCY believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, AGENCY must notify EIQ immediately if AGENCY becomes aware of any other breach or attempted breach of the security of any of its Users’ accounts. “**User**” means an individual who is an agent and sworn officer of AGENCY and who is authorized by AGENCY to access the Ballistics Data through the EIQ Software Service on behalf of AGENCY with login credentials provided by AGENCY.

**(b) Eligibility.** AGENCY shall only authorize individuals who satisfy the eligibility requirements of “Users” to access the EIQ Software Service.

**(c) User Logins.** Except with the prior written consent of EIQ, AGENCY shall not provide User logins to agents or officers of other local, state or Federal LEAs or access the EIQ Software Service on behalf of other LEAs.

**(d) Liability.** AGENCY is responsible and liable for all uses of the Ballistics Data through the EIQ Software Service resulting from access provided by AGENCY, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, AGENCY is responsible for all acts and omissions of each User and each act or omission by each User that would constitute a breach of this Agreement if taken by AGENCY will be deemed a breach of this Agreement by AGENCY. AGENCY shall use reasonable efforts to make all Users aware of this Agreement’s provisions as

applicable to such User's use of the Ballistics Data through the EIQ Software Service, and shall cause Users to comply with such provisions.

**(e) Restrictions on Use of the Ballistics Data Through the EIQ Software Service.**

**(i)** Except as expressly permitted under this Agreement, AGENCY agrees that it shall not, directly or indirectly, nor will it permit a User or any other party, without the prior written consent of EIQ to: (A) access the EIQ Software Service and utilize the Ballistics Data for any purpose other than for investigatory law enforcement purposes, (B) disclose the Ballistics Data to any unauthorized third party; (C) copy, modify, or create derivative works of the EIQ Software Service or the Ballistics Data, in whole or in part; (D) create, attempt to create, or grant permission to the source program and/or object program associated with the EIQ Software Service or the Ballistics Data; (E) decompile, disassemble or reverse engineer any software component of the EIQ Software Service for any reason, including, without limitation, to develop functionally similar computer software or services; (F) modify, alter or delete any of the copyright notices embedded in or affixed to the copies of any components of the EIQ Software Service or the Ballistics Data; (G) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer or otherwise make available the EIQ Software Service or the Ballistics Data; (H) use the EIQ Software Service or the Ballistics Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person or entity that violates any applicable law; or (I) create, publish, distribute, or permit any written, electronically transmitted or other form of publicity material that references the Ballistics Data, EIQ Software Service or this Agreement.

**(ii)** AGENCY agrees to notify EIQ immediately upon discovery of any unauthorized use or disclosure of Ballistics Data or any other breach of this **Section 2** by AGENCY or any User, and AGENCY shall reasonably cooperate with EIQ to regain possession of the Ballistics Data, prevent its further unauthorized use, and otherwise prevent any further breaches of this **Section 2**. A breach or threatened breach by AGENCY or a User of any covenant contained in this Agreement, including under this **Section 2**, may cause irreparable damage to EIQ and EIQ could not be made whole by monetary damages. Therefore, EIQ shall have, in addition to any remedies available at law, the right to seek equitable relief to enforce this Agreement, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. AGENCY's obligations of non-disclosure and other obligations under this Agreement are effective as of the Effective Date and will survive the termination or expiration of this Agreement, except in order to respond to valid FOIA inquiries or otherwise required by law.

**(f) Reservation of Rights.** EIQ reserves all rights not expressly granted to AGENCY in this Agreement.

**3. Service Fees and Term.** The service fees required to be paid by AGENCY for access to the EIQ Software and Ballistics Data (the "**Service Fees**") are based on the type of solution selected and the Service Period as set forth on **Exhibit A**.

**4. Term and Termination.**

**(a) Term.** The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect as defined in **Exhibit A** from such date (the "**Service Period**").

**(b) Termination.**

**(i)** AGENCY may terminate this Agreement with cause upon thirty (30) days' prior written notice to EIQ. AGENCY shall not be entitled to a refund of the Service Fee, or any portion thereof, upon such a termination.

**(ii)** EIQ may terminate this Agreement with or without cause upon thirty (30) days' prior written notice to AGENCY. If EIQ's notice of termination is based on a breach of this Agreement by AGENCY, the notice of termination will set forth in reasonable detail AGENCY's breach of this Agreement. If within such thirty (30) day period AGENCY fails to cure to EIQ's satisfaction the breach, this Agreement will terminate upon the expiration of such thirty (30) day period and AGENCY shall not be entitled to a refund of the Service Fees, or any portion thereof. If EIQ's notice of termination is based on a reason other than a breach

of this Agreement by AGENCY, this Agreement will terminate upon the expiration of such thirty (30) day period and AGENCY will be entitled to a refund of a portion of the Service Fees.

(iii) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic bankruptcy or insolvency law; (C) makes, or seeks to make, a general assignment for the benefit of its creditors; or (D) applies for, or has appointed, a receiver, trustee, custodian or similar agent by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. AGENCY shall not be entitled to a refund of the Service Fees, or any portion thereof, upon such a termination.

(iv) Upon expiration or earlier termination of this Agreement, all rights granted by EIQ to AGENCY under this Agreement will immediately cease to exist and AGENCY must promptly discontinue all use of the EIQ Software Service. The license granted by AGENCY to EIQ pursuant to **Section 1** shall survive the termination or expiration of this Agreement. This **Section 4 (b)** shall survive any termination or expiration of this Agreement.

## **5. Warranty Disclaimer by EIQ; Indemnification by AGENCY.**

(a) **DISCLAIMER.** THE BALLISTICS DATA AND EIQ SOFTWARE SERVICE IS PROVIDED "AS IS" AND EIQ HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EIQ SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EIQ MAKES NO WARRANTY OF ANY KIND THAT THE EIQ SOFTWARE SERVICE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, INCLUDING THE BALLISTICS DATA, WILL MEET AGENCY'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(b) **Limitations of Liability.** EIQ WILL NOT BE LIABLE FOR AGENCY'S USE OF THE BALLISTICS DATA OR THE EIQ SOFTWARE SERVICE UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST OF BUSINESS). TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED OR OTHERWISE UNENFORCEABLE, EIQ'S CUMULATIVE LIABILITY TO AGENCY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$10,000.00.

(c) **Indemnification.** AGENCY agrees to indemnify, defend and hold harmless EIQ and its employees, representatives, agents, officers, directors, and corporate employees (each, an "**Indemnified Party**"), against any and all claims, suits, actions, or other proceedings brought against the Indemnified Party based on or arising from any claim that AGENCY or any User breached any terms or provisions of this Agreement or that any Ballistics Data uploaded by AGENCY to the EIQ Software Service infringes or misappropriates a third party's intellectual property rights; provided, that AGENCY may not settle any such claim against EIQ unless EIQ consents to such settlement and provided further that EIQ will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice.

## **6. Miscellaneous.**

(a) **Notices.** Any notice under this Agreement must be written. Notices must be addressed to the recipient and either (i) hand delivered; (ii) placed in the United States mail, certified, return receipt requested; (iii) deposited with an overnight delivery service; or (iv) sent via e-mail and followed with a copy sent by overnight delivery or regular mail, to the address or e-mail address specified below. Any mailed notice is effective three (3) business days after the date of deposit with the United States Postal Service or the overnight delivery service, as applicable; all other notices are effective upon receipt. A failure of the United States Postal Service to return the certified mail receipt to the dispatcher of such notice will not affect the otherwise valid posting of notice hereunder. Addresses for all purposes under this Agreement are set forth on the signature

page to this Agreement. Either party may designate another address for this Agreement by giving the other party at least five (5) business days' advance notice of its address change.

**(b) Assignment.** Neither party shall assign its rights or delegate its obligations under this Agreement to any party, without the express written consent of the non-assigning party. Any such purported assignment or delegation in violation of this **Section 6(b)** will be null and void. No assignment or delegation will relieve AGENCY of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

**(c) Governing Law; Venue.** THIS AGREEMENT IS GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO CONFLICTS-OF-LAWS PRINCIPLES. THE PARTIES HERETO CONSENT THAT VENUE OF ANY ACTION BROUGHT UNDER THIS AGREEMENT WILL BE IN COOK COUNTY, ILLINOIS.

**(d) Amendments; Waiver.** No amendment to this Agreement or waiver of any right or obligation created by this Agreement will be effective unless it is in writing and signed by both parties. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**(e) Entirety.** This Agreement constitute the entire agreement between the parties and supersede all prior and contemporaneous understandings, agreements, representations and warranties and other communications, oral or written between the parties. No contrary or additional terms contained in any purchase order or other communication from AGENCY will be a part of this Agreement.

**(f) Force Majeure.** Neither party will be liable for failure to perform or delay in performing any obligation under this Agreement if nonperformance is caused by an occurrence beyond the reasonable control of such party and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers, or any other cause beyond the reasonable control of such party.

**(g) Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**(h) Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by persons duly authorized as of the date and year first above written.

**EIQ:**

Evidence IQ, Inc.

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

Attn: Matt Brady, CEO  
346 River Street  
Lemont, Illinois 60439  
E-mail: Brady@EvidenceIQ.com

**AGENCY:**

Village of Rantoul Police Department

By: Christina Reifstec 50  
Name: CHRISTINA REIFSTEC 50  
Title: Deputy Chief

109 E. Grove Avenue  
Rantoul, IL 61866

E-mail: craifstec@myrantoul.com

*[signature page – Evidence IQ – Ballistics IQ]*

EXHIBIT A  
Service Fees

# EVIDENCEIQ

## Quote for:

### Ballistics IQ - ILETSB Grant Funding Bundle

**Village of Rantoul Police Department**

109 E Grove Ave  
Rantoul, IL 61866  
United States

**Justin Bouse**

Deputy Chief  
jbouse@village.rantoul.il.us

Reference: 20250207-113513532

Quote created: February 7, 2025

Quote expires: May 8, 2025

Quote created by: Jen Kennedy-Lockenvitz

Vice President

jennifer@evidenceiq.com

+13092875900

## Products & Services

| Item & Description                                                                                                                                                                  | Quantity | Unit Price   | Total                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------|---------------------------|
| BIQ Solution Bundle For Grant Funding Recipients (One Year)<br>BIQ Solution Annual Subscription & Master Service Agreement (One Year) w/ Single Scanner & 50 Rapid Ballistics Cases | 1        | \$24,999.00  | \$24,999.00<br>for 1 year |
| BIQ Camera Station Warranty (Included in Annual Subscription)<br>BIQ Camera Station Warranty (Included in Annual Subscription)                                                      | 1        | \$0.00       | \$0.00                    |
| BIQ Training Online (Included in Annual Subscription)<br>BIQ Training Online (Included in Annual Subscription)                                                                      | 1        | \$0.00       | \$0.00                    |
|                                                                                                                                                                                     |          | <b>Total</b> | <b>\$24,999.00</b>        |



**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, Law Enforcement Training  
AND  
Village of Rantoul**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and Village of Rantoul (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

**PART ONE – The Uniform Terms**

|               |                                                                  |
|---------------|------------------------------------------------------------------|
| Article I     | Definitions                                                      |
| Article II    | Award Information                                                |
| Article III   | Grantee Certifications and Representations                       |
| Article IV    | Payment Requirements                                             |
| Article V     | Scope of Award Activities/Purpose of Award                       |
| Article VI    | Budget                                                           |
| Article VII   | Allowable Costs                                                  |
| Article VIII  | Lobbying                                                         |
| Article IX    | Maintenance and Accessibility of Records; Monitoring             |
| Article X     | Financial Reporting Requirements                                 |
| Article XI    | Performance Reporting Requirements                               |
| Article XII   | Audit Requirements                                               |
| Article XIII  | Termination; Suspension; Non-compliance                          |
| Article XIV   | Subcontracts/Subawards                                           |
| Article XV    | Notice of Change                                                 |
| Article XVI   | Structural Reorganization and Reconstitution of Board Membership |
| Article XVII  | Conflict of Interest                                             |
| Article XVIII | Equipment or Property                                            |
| Article XIX   | Promotional Materials; Prior Notification                        |
| Article XX    | Insurance                                                        |
| Article XXI   | Lawsuits and Indemnification                                     |
| Article XXII  | Miscellaneous                                                    |
| Exhibit A     | Project Description                                              |
| Exhibit B     | Deliverables or Milestones                                       |
| Exhibit C     | Contact Information                                              |
| Exhibit D     | Performance Measures and Standards                               |
| Exhibit E     | Specific Conditions                                              |

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**

The Parties or their duly authorized representatives hereby execute this Agreement.

[Law Enforcement Training]

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

Signature of [Head of Grantor], [Title]

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

Signature of Designee

Date: \_\_\_\_\_

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

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

Designee

By: [Village of Rantoul] 50

Signature of Authorized Representative

Date: 5/8/25

Printed Name: CHRISTINA REIBTECK

Printed Title: DEPUTY CHIEF

E-mail: crcriste@village.rantoul.il.us

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

Signature of Second Grantor Approver, if applicable

Date: \_\_\_\_\_

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

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

Second Grantor Approver

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

Signature of Second Grantee Approver, if applicable

Date: \_\_\_\_\_

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

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

Second Grantee Approver  
(optional at Grantee's discretion)

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

Signature of Third Grantor Approver, if applicable

Date: \_\_\_\_\_

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

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

Third Grantor Approver

**PART ONE – THE UNIFORM TERMS**

**ARTICLE I  
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II  
AWARD INFORMATION**

2.1. Term. This Agreement is effective on 07/01/2024 and expires on 06/30/2027 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds Grant Funds (Must Not Exceed or Are Estimated To Be) \$24,999.00, of which \$0.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is , the federal awarding agency is , and the Federal Award date is . If applicable, the Assistance Listing Program Title is and Assistance Listing Number is . The Catalog of State Financial Assistance (CSFA) Number is 569-00-3497 and the CSFA Name is FY 25 ILETSB - NIBIN Grant Program. If applicable, the State Award Identification Number (SAIN) is 20250011.

**ARTICLE III  
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and LIW3VQGNC4K5 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 376000510 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a Governmental Unit.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all

applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities

Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

#### ARTICLE IV PAYMENT REQUIREMENTS

4.1. **Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. **Pre-Award Costs.** Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. **Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. **Payments to Third Parties.** Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services

provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

**ARTICLE V**

**SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD**

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is

necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

## **ARTICLE VI BUDGET**

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

## **ARTICLE VII ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time

spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be

separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### **ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as

warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

## **ARTICLE X FINANCIAL REPORTING REQUIREMENTS**

10.1. **Required Periodic Financial Reports.** Grantee must submit financial reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. **Financial Close-out Report.**

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. **Effect of Failure to Comply.** Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

## **ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS**

11.1. **Required Periodic Performance Reports.** Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. **Performance Close-out Report.** Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

## ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

#### 12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in

accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

### **ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE**

#### **13.1. Termination.**

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and

7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV  
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XV  
NOTICE OF CHANGE**

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

**ARTICLE XVI  
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

**ARTICLE XVII  
CONFLICT OF INTEREST**

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State

including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

## **ARTICLE XVIII EQUIPMENT OR PROPERTY**

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products

under this Award.

#### ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

#### ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

#### ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-

governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

## **ARTICLE XXII MISCELLANEOUS**

22.1. **Gift Ban.** Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. **Assignment Prohibited.** This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. **Copies of Agreements upon Request.** Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. **Amendments.** This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. **Severability.** If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. **No Waiver.** The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. **Applicable Law; Claims.** This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. **Compliance with Law.** Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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**EXHIBIT A**

**PROJECT DESCRIPTION**

Grants to local law enforcement agencies for costs associated with the expansion and support of National Integrated Ballistics Information Network (NIBIN) and other ballistic technology equipment for ballistic testing.

Grants to local law enforcement agencies for costs associated with the expansion and support of National Integrated Ballistics Information Network (NIBIN) and other ballistic technology equipment for ballistic testing.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

Grantee must submit quarterly reports for the period of performance including but not limited to;

2. NIBIN entries of ballistic evidence and test fires at each grant recipient NIBIN center;
3. NIBIN leads generated by each grant recipient's NIBIN center; and
4. The number of agencies that have submitted evidence to the NIBIN grant recipient's center

Grantee must submit quarterly reports for the period of performance including but not limited to;

2. NIBIN entries of ballistic evidence and test fires at each grant recipient NIBIN center;
3. NIBIN leads generated by each grant recipient's NIBIN center; and
4. The number of agencies that have submitted evidence to the NIBIN grant recipient's center

Quarter reports due as follows

q2: 7/1

q3: 10/1

q4: 1/1

q1: 4/1

EXHIBIT C

CONTACT INFORMATION

**CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

**FOR OFFICIAL GRANT NOTIFICATIONS**

**GRANTOR CONTACT**

Name: Allison Mesecher

Title: Grant Manager

Address: 500 S. 9th Street, , Springfield, IL 62701

**GRANTEE CONTACT**

Name: Christina Reifsteck #50

Title: Deputy Chief

Address: 333 South Tanner St, Rantoul, IL 61866

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address:

**FOR GRANT ADMINISTRATION**

| <b><u>GRANTOR CONTACT</u></b>                       | <b><u>GRANTEE CONTACT</u></b>                  |
|-----------------------------------------------------|------------------------------------------------|
| Name:<br>Allison Mesecher                           | Name: Christina Reifsteck #50                  |
| Title:<br>Grant Manager                             | Title: Deputy Chief                            |
| Address: 500 S. 9th Street, , Springfield, IL 62701 | Address: 109 E Grove Ave , Rantoul, IL 61866   |
| Phone:<br>217-558-1542                              | Phone: (217) 893-5600                          |
| TTY#:                                               | TTY#:                                          |
| E-mail Address: PTB.Grants@illinois.gov             | E-mail Address: creifste@village.rantoul.il.us |

**EXHIBIT D**

**PERFORMANCE MEASURES AND STANDARDS**

Grantee must submit quarterly reports for the period of performance including but not limited to;

2. NIBIN entries of ballistic evidence and test fires at each grant recipient NIBIN center;
3. NIBIN leads generated by each grant recipient's NIBIN center; and
4. The number of agencies that have submitted evidence to the NIBIN grant recipient's center

**EXHIBIT E**

**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

ICQ Section: 03-Financial and Programmatic Reporting

Conditions: Requires development of a plan to correct deficiencies identified in the risk assessment. The state agency may request to review documentation of the plan at its discretion.

Risk Explanation: Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.

How to Fix: Grantee must submit documentation of implementation of new or enhanced accounting system, mitigating controls or a combination of both.

Timeframe: One year.

**PART TWO –GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

- 23.1 Pre award costs identified in Section 4.2 may be claimed for reimbursement if they are directly related to and allowable under the program specific terms.
- 23.2 The Period of Performance is three years from the date of execution of the Uniform Grant Agreement.
- 23.3 Indirect costs referenced in Section 7.2 are not authorized under this award.

**PART THREE –PROJECT-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| ITEM: Ordinance Amending Chapter 16 of the Village Code to Create an Emergency Medical Technician Classification for the Fire Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | DEPARTMENT: Fire Department |
| DATE: June 3, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | AMOUNT: N/A                 |
| ATTACHMENTS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ADMINISTRATIVE NOTES:       |
| <p><b>SUMMARY HIGHLIGHTS:</b></p> <p>With the number of medical calls the Fire Department is being dispatched for response, and the number of calls currently being diverted by the local EMS provider to the Fire Department for initial response, it would be beneficial for those individuals with an Emergency Medical Technician (EMT) license to have the ability to join the Department without an expectation that they will respond for purposes other than medical calls. Since they would not serve in a Firefighter role, language must be added allowing for an individual to serve on the Department <b>ONLY</b> in the role of EMT. This change can be made with the simple amendment of adding "and/or Emergency Medical Technician" to Section 16-47.</p> <p>Village of Rantoul Code of Ordinances<br/>Chapter 16, Article II<br/>Section 16-47 - Authority of ranking officers.<br/>The Fire Chief and the other members of the Fire Department shall rank in the order designated for such positions as set forth below, and the Fire Chief or other member of the highest rank shall take command of the Fire Department, and direct the management and affairs thereof for any purpose involving the duties of the Fire Department as authorized by this chapter.</p> <p>(1) Fire Chief;<br/>(2) Deputy Chief;<br/>(3) Assistant Chief;<br/>(4) Captain;<br/>(5) Lieutenant;<br/>(6) Firefighter <b>and/or Emergency Medical Technician</b>.<br/>(Code 1977, § 11.8; Ord. No. 1347, 4-14-1992; Ord. No. 1763, 11-14-2000; Ord. No. 2044, 7-18-2006; Ord. No. 2748, § 1, 9-12-2023)</p> |                             |

|                                                   |                                           |
|---------------------------------------------------|-------------------------------------------|
| RECOMMENDED ACTION:                               |                                           |
| DEPARTMENT HEAD APPROVAL<br>Fire Chief Chad Smith | VILLAGE ADMINISTRATOR<br>Scott Eisenhauer |

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                              |                                              |
|--------------------------------------------------------------|----------------------------------------------|
| ITEM: Downtown Reconstruction & Streetscaping Project Update | DEPARTMENT: Community Planning & Development |
| DATE: June 3, 2025                                           | AMOUNT:                                      |
| ATTACHMENTS:                                                 | ADMINISTRATIVE NOTES:                        |
| SUMMARY HIGHLIGHTS:                                          |                                              |
| RECOMMENDED ACTION:                                          |                                              |
| DEPARTMENT HEAD APPROVAL                                     | VILLAGE ADMINISTRATOR                        |

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| ITEM: Engineering Service Agreement for the Development of the Wastewater Industrial Monitoring - Local Limits Technical Evaluation Project with Donohue & Associates, Inc. for a not-to-exceed amount of \$63,400.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | DEPARTMENT: Public Works          |
| DATE: June 3, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | AMOUNT: \$63,400.00 Not-to-Exceed |
| ATTACHMENTS:<br><br>1. Donohue & Associates, Inc<br>Engineering Services Agreement<br>2. US IEPA Letter 031325                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ADMINISTRATIVE NOTES:             |
| <p><b>SUMMARY HIGHLIGHTS:</b><br/>           This Agenda Item provides for an engineering agreement with Donohue &amp; Associates, Inc. (Donohue) for the engineering services for the development of the Wastewater Industrial Monitoring - Local Limits Technical Evaluation Project for a not-to-exceed amount of \$63,400.00.</p> <p>The Village received a letter from the US Environmental Protection Agency, dated March 13, 2025, regarding the National Pollutant Discharge Elimination System (NPDES) Permit No. IL0022128, as part of the current permit renewal process, will require us to develop an industrial pretreatment program. The letter attached for reference suggests that the General Pretreatment Regulations found at 40 C.F.R. § 403.8 require Publicly-owned Treatment Works (POTW) with a total design flow greater than 5 million gallons per day (MGD), and that receive pollutants from industrial users that could pass through or interfere with the operation of the POTW, or are otherwise subject to pretreatment standards, to develop a POTW Pretreatment Program.</p> <p>The Village of Rantoul has one Publicly-Owned Treatment Works (POTW) with a total design flow of 8.65 million gallons per day (MGD), and three significant industrial users that are permitted by the IL Environmental Protection Agency, two of which are subject to the metal finishers categorical pretreatment standards at 40 C.F.R. Part 433. The treatment plant receives wastewater from multiple significant industrial users (SIUs) and categorical industrial users (CIUs). There are seven major aspects of an approvable pretreatment program, as follows:</p> |                                   |

- Industrial Waste Survey
- Local Limits Development
- Enactment of Legal Authority – Documentation including copies of Ordinances, Resolutions, Inter-Jurisdictional Agreements, and Legal Counsel Statement
- Description of Treatment Plant, Plant Performance, and Industrial Waste History
- Description of Program Implementation Procedures
- Description of Compliance Monitoring Program
- Description of Program Organization, Costs, and Funding

The Village has retained Donohue & Associates, Inc. to provide professional engineering services for re-evaluating its Sewer Use Ordinance to determine whether its language is consistent with other similar Ordinances regarding granting the Village adequate legal authority to fully implement the pretreatment program. In addition, the re-evaluation will include a technical evaluation of the local limits in accordance with 40 CFR 122.44(j)(2)(ii). The local limits technical evaluation is to be conducted in accordance with US EPA's Local Limits Development Guidance (07/04) document and US EPA Region 5 Local Limits Spreadsheet (02/11). The Village will submit the local limits evaluation to the US EPA Region 5 and the IL EPA for review. If any changes are deemed necessary to the Sewer Use Ordinance, the Village shall notify the US EPA Region 5 and IEPA. These engineering services may include, but are not limited to, the reference document Part I: Project Description/Scope of Services/Timing.

The initial schedule that has been proposed to US EPA is:

- Village Board Authorization July 1, 2025
- Industrial User Identification & Survey July – November 2025
- Legal Authority Adoption & POTW Review September – December 2025
- Sampling Program & Local Limits Development November 2025 – April 2027
- Stakeholder Engagement March – May 2027
- Program Structure, Monitoring & Funding Plan December 2025 – June 2027

This item is included in the Fiscal Year 2026 Budget line 536-1136-430.30-24

**RECOMMENDED ACTION:** Authorize the approval of Engineering Service Agreement Donohue & Associates, Inc. for the development of the Wastewater Industrial Monitoring -Local Limits Technical Evaluation (Project) for a not-to-exceed amount of \$63,400.00.

DEPARTMENT HEAD APPROVAL  
Jacob D McCoy, P.E.

VILLAGE ADMINISTRATOR  
Scott Eisenhauer



## ENGINEERING SERVICES AGREEMENT

### Local Limits Technical Evaluation (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: Eric Cockerill

Title: Vice President

Date: May 15, 2025

**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 of 8.65 MGD. The Village of Rantoul (Owner) has retained Donohue & Associates, Inc. (Engineer) to provide professional engineering services for re-evaluating its Sewer Use Ordinance to determine whether its language is consistent with other similar ordinances regarding granting the Village adequate legal authority to fully implement the pretreatment program. In addition, the re-evaluation will include a technical evaluation of the local limits in accordance with 40 CFR 122.44(j)(2)(ii). The local limits technical evaluation is to be conducted consistent with U.S. EPA's Local Limits Development Guidance (July 2004) document and U.S. EPA Region 5 Local Limits Spreadsheet (February 2011). The Owner will submit the local limits evaluation to the U.S. EPA Region 5 and the Illinois EPA for review. If any changes are deemed necessary to the Sewer Use Ordinance, the Owner shall notify the U.S. EPA Region 5 and IEPA. These engineering services may include, but are not limited to:

- A. Serving as Owner's professional engineering representative with U.S. EPA Region 5 and IEPA.
- B. Layout of a project schedule given applicable regulatory deadlines.
- C. Discuss/consider parameters that are currently not limited in the Owner's Sewer Use Ordinance such as surfactants.
- D. Review available information from Owner including, but not limited to, monthly discharge monitoring reports (DMR's) for the Owner's WWTP, monthly monitoring reports (MMRs) for each significant industrial user (SIU) discharging into the Village of Rantoul wastewater collection system, and information on industries permitted by the Owner. Based on the available SIU information, confirm EPA categorical limits that may apply to each industry.
- E. Identify the pollutants of concern (POCs) that should be evaluated to determine the need for local limits to control them.
- F. Devise a sampling and analysis plan of selected Industry and Owner wastewater streams and sludge for the Owner to implement for information needed to perform a technical evaluation of the local limits.
- G. Analyze collected sampling analysis data, as provided by Owner, to gauge the potential impact of the POCs.
- H. Calculate the maximum allowable headworks loading (MAHL) for each POC based on its treatment efficiency and on environmental criteria for pass-through and interference with wastewater treatment at the Owner's WWTP.
- I. After calculating MAHLs, work with Owner to compare these allowable loadings with the actual and potential loadings received at the WWTP to determine whether local limits are needed for each POC. Once the need has been established, work with Owner to develop appropriate local limits. This process will include determining the amount of each POC that can be allocated to industrial users and submitting a development package to IEPA and U.S. EPA Region 5 for their review and approval.

- J. Work with Owner to incorporate the approved local limits into the Owner's Sewer Use Ordinance (which includes following public notice requirements) and applying the local limits to the industrial users.

## B. SCOPE OF SERVICES

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

- A. Develop and submit to Owner a project schedule for performing the different phases of the MAHL approach to local limits development. The initial schedule that has been proposed to USEPA is:
- Village Board Authorization July 1, 2025
  - Industrial User Identification & Survey Jul – Nov 2025
  - Legal Authority Adoption & POTW Review Sep – Dec 2025
  - Sampling Program & Local Limits Development Nov 2025 – Apr 2027
  - Stakeholder Engagement Mar – May 2027
  - Program Structure, Monitoring & Funding Plan Dec 2025 – Jun 2027
- B. Conduct a kickoff meeting with the Owner to review the developed project schedule, the purpose and goals of this project, request and review available information on the existing SIUs, and review the ongoing sampling and analysis work performed by the Owner to determine if any revisions to the existing ongoing sampling and analysis program are needed. Possible additional sampling and analysis may include, but is not limited to, sampling and analysis to establish the domestic wastewater background data to perform a technical evaluation of the local limits and for POCs or industries that the Owner is not presently monitoring or for which it has insufficient data.
- C. Identify the POCs that should be evaluated to determine the need for local limits to control them. As a minimum, the local limits evaluation study will be performed for the following EPA identified 15 POCs listed in Table 1, below:

**Table 1. EPA Identified POCs**

|                  |            |
|------------------|------------|
| Arsenic          | Silver     |
| Cadmium          | Zinc       |
| Chromium (total) | Molybdenum |
| Copper           | Selenium   |
| Cyanide          | CBOD5      |
| Lead             | TSS        |
| Mercury          | Ammonia    |
| Nickel           |            |

In addition, pollutants with current limitations listed in the Owner's Sewer Use Ordinance such as total fats, oils or grease (FOG), total petroleum hydrocarbons (TPH), and phenol are recommended to be included in the local limits evaluation study if the Owner feels they are still a POC. At the kickoff meeting it will also be discussed if other potential POCs such as surfactants or quaternary amines should be included in the study.

- D. Collect, organize, and evaluate necessary data from the Owner, including additional sampling and analysis data of selected wastewater streams and sludge to gauge the potential impacts of the identified POCs. The data collection, organization, and analysis that support the determination of MAHLs and maximum allowable industrial loadings (MAILs) are as follows:
- Identification or confirmation of the presence of individual pollutants to determine which POCs to focus on for local limits development.
  - Determination of current wastewater treatment plant (WWTP) pollutant loadings.
  - Calculation of pollutant removal efficiencies at WWTP where possible, based on available data.
  - Determination WWTP site-specific POC inhibition thresholds where possible.
  - Estimate POC loadings from SIUs, domestic, and other applicable sources.
- E. After collecting, organizing, and evaluating the necessary data, calculate the allowable headworks loadings (AHLs) for each relevant POC based on its treatment efficiency and on environmental criteria for pass-through and interference with wastewater treatment using the U.S. EPA Region 5 Local Limits Spreadsheet. Each pollutant is to be evaluated for the impact on the Owner's WWTP based on the following nine (9) scenarios:
- NPDES permit daily maximum effluent limits for toxic pollutants.
  - NPDES permit monthly average effluent limits for toxic pollutants.
  - Inhibition of activated sludge process.
  - Inhibition of nitrification activity.
  - USEPA 503 sludge disposal regulations.
  - State sludge disposal regulations.
  - Chronic water quality standards.
  - Acute water quality standards.
  - Inhibition of anaerobic digester process.
- F. If it is determined that the initial calculated AHLs for the POCs warrants additional sampling and analysis, Engineer will coordinate with the Owner on additional sampling locations and parameters determined to be needed as an additional scope of work item. Any additional sampling and analysis shall be performed by the Owner.
- G. Based on the calculated AHLs for the POCs, develop recommendations to update the Owner's Wastewater Utility Use Ordinance with input from the Owner.
- H. Prepare a draft local limits evaluation report for the Owner to review summarizing the following:
- Overview of the WWTP.
  - Overview of the industrial pretreatment program including identification of the SIUs.
  - Identification of the POCs.
  - Performed sampling and analysis.
  - Data analysis and calculation of MAHLs.
  - Recommendations to the Owner's Wastewater Utility Use Ordinance.

The draft report in PDF format will be electronically sent to the Owner for review and comment. The Engineer will schedule a meeting with the Owner to review the report. After the meeting the Engineer will incorporate requested revisions and additions by the Owner into the final report.

- I. Submit the final report to the Owner for submittal to U.S EPA Region 5 and IEPA. Respond to any review comments from the U.S. EPA Region 5 and/or IEPA.
- J. Following the approval of the local limits report by the U.S EPA Region 5 and IEPA, assist the Owner to modify its Sewer Use Ordinance. This service will include reviewing a draft copy of proposed ordinance revisions as prepared by the Owner. This will include participation in one virtual workshop with the Owner to review the draft ordinance, and attendance at one public meeting/ hearing.

#### **C. PROJECT TIMING**

Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. The work shall be completed within two (2) years from authorization 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.
7. Owner shall pay laboratory costs for the sampling program.

### **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 chargeout 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 \$63,400.
- 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.

Ref



# Village of Rantoul

**Public Works**  
200 W. Grove Avenue  
Rantoul, IL 61866

Phone 217.892.6526  
Fax 217.892.6527

May 7, 2025

Attn: Emma Meade  
United States Environmental Protection Agency

Re: Village of Rantoul  
Industrial Program Development Action Plan

Dear Ms. Meade:

The Village acknowledges receipt of your letter on April 8, 2025, regarding the requirement to implement an Industrial Pretreatment Program (IPP).

We respectfully note that while your letter references a treatment plant design flow exceeding 5 MGD, the Village's current NPDES permit defines the design average flow as 4.33 MGD.

Given the substantial scope of work, the resource demands on existing staff, and the financial implications, the Village respectfully requests that the U.S. EPA extend the implementation timeframe from one year to two years.

We have developed a detailed schedule to ensure a deliberate and thorough implementation. Highlights include:

- |                                                |                     |
|------------------------------------------------|---------------------|
| • Village Board Authorization                  | July 1, 2025        |
| • Industrial User Identification & Survey      | Jul – Nov 2025      |
| • Legal Authority Adoption & POTW Review       | Sep – Dec 2025      |
| • Sampling Program & Local Limits Development  | Nov 2025 – Apr 2027 |
| • Stakeholder Engagement                       | Mar – May 2027      |
| • Program Structure, Monitoring & Funding Plan | Dec 2025 – Jun 2027 |

The critical path involves development and execution of a robust industrial sampling and local limits program, requiring a full year of data collection (Jan 2026 – Jan 2027). This timeframe ensures the resulting local limits are technically defensible and tailored to local conditions. The extended timeline also allows for proper budget planning, coordination with industrial users, and integration with Village Board cycles. We believe this approach will result in a more effective, sustainable program. A Gantt chart detailing task durations and dependencies is enclosed for your review.

We appreciate your consideration of this request and welcome any questions or additional guidance you may have.

Sincerely,  
  
Jacob McCoy



## REGION 5

CHICAGO, IL 60604

March 13, 2025

Jake McCoy  
Director of Public Works  
Village of Rantoul  
200 W. Grove Avenue  
Rantoul, Illinois 61886  
[jmccoy@myrantoul.com](mailto:jmccoy@myrantoul.com)

Re: Requirement to Develop an Industrial Pretreatment Program - Village of Rantoul - NPDES Permit No. IL0022128

Dear Director McCoy:

The General Pretreatment Regulations found at 40 C.F.R. § 403.8 require Publicly-owned Treatment Works (POTW) with a total design flow greater than 5 million gallons per day (MGD) and that receive pollutants from industrial users which could pass through or interfere with operation of the POTW, or are otherwise subject to Pretreatment Standards, to develop a POTW Pretreatment Program.

The Village of Rantoul has one POTW with a total design flow of 8.65 MGD and three significant industrial users that are permitted by the Illinois Environmental Protection Agency, two of which are subject to the metal finishers categorical pretreatment standards at 40 C.F.R. Part 433.

The Village reports that the treatment plant receives wastewater from multiple significant industrial users (SIUs) and categorical industrial users (CIUs) including:

- Rantoul Foods (SIU)
- Charles Industries (CIU subject to 40 C.F.R. Part 433, Subpart A, Metal Finishing)
- Flex-N-Gate (CIU subject to 40 C.F.R. Part 433, Subpart A, Metal Finishing)

As the total design flow of the POTW is greater than 5 MGD, and the facility accepts pollutants from categorical industrial users, EPA concludes and is providing notice that the Village must develop and submit an approvable pretreatment program.

There are seven major aspects of an approvable pretreatment program, as follows:

1. Industrial Waste Survey
2. Local Limits Development
3. Enactment of Legal Authority – Documentation including copies of Ordinances, Resolutions, Interjurisdictional Agreements and Legal Counsel Statement
4. Description of Treatment Plant, Plant Performance, and Industrial Waste History
5. Description of Program Implementation Procedures
6. Description of Compliance Monitoring Program
7. Description of Program Organization, Costs, and Funding

The enactment of the legal authority to enforce the program throughout the entire service area is generally the most time-consuming element in developing an approvable program. Therefore, EPA recommends that the Village submit copies of any existing ordinances or regulations that regulate discharges from a non-domestic users, including those located in contributing municipalities, and any existing Interjurisdictional Agreements, as early as possible so that EPA can begin this review.

In addition, the necessary sampling and analysis for development of technically-based local limits requires a significant amount of time and should be initiated as soon as possible.

In accordance with 40 C.F.R. § 403.8(b), the Village will have one year to develop and submit an approvable pretreatment program. To assist with developing an approvable program we provide the following web addresses:

- General Pretreatment Regulations, 40 C.F.R. Part 403  
[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40cfr403\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40cfr403_main_02.tpl)
- Guidance Manual for POTW Pretreatment Program Development  
<https://www.epa.gov/system/files/documents/2021-07/owm0003.pdf>
- EPA Model Ordinance  
[https://www.epa.gov/system/files/documents/2021-07/pretreatment\\_model\\_suo\\_0.pdf](https://www.epa.gov/system/files/documents/2021-07/pretreatment_model_suo_0.pdf)
- Local Limits Development Guidance  
[https://www.epa.gov/system/files/documents/2021-07/pretreatment\\_local\\_limits.pdf](https://www.epa.gov/system/files/documents/2021-07/pretreatment_local_limits.pdf)
- Local Limits Spreadsheet  
<https://www.epa.gov/npdes-permits/illinois-npdes-permits>

Within 30 days of receipt of this letter, EPA requests the Village submit to EPA a schedule to accomplish completion and submittal of the program elements discussed above. We recommend that as each element of the program is completed, a copy be submitted to EPA to facilitate the review of that element. Doing so will allow EPA to provide you with timely feedback to facilitate development of an approvable program.

If there are any questions, please contact Emma Meade at (312) 886-6632 or [meade.emma@epa.gov](mailto:meade.emma@epa.gov).

Sincerely,

4/8/2025

X 

---

Tera L. Fong  
Director, Water Division  
Signed by: TERA FONG

cc: Brant Fleming, IEPA, [brant.fleming@illinois.gov](mailto:brant.fleming@illinois.gov)

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                                                                                                                                                   |                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| ITEM: Prospect Substation Upgrade Change Order #1 for the Redesign of Switchgear Equipment from Powercon Corp. in the amount of \$509,307.00 for a total amount of \$2,347,462.00 | DEPARTMENT: Public Works                                                                                          |
| DATE: June 3, 2025                                                                                                                                                                | AMOUNT:<br>\$1,838,155.00 - Original Contract<br><u>\$ 509,307.00 - Change Order #1</u><br>\$2,347,462.00 - Total |
| ATTACHMENTS:<br><br>1. Powercon Corp Proposal                                                                                                                                     | ADMINISTRATIVE NOTES:                                                                                             |

**SUMMARY HIGHLIGHTS:**

Prospect Substation timeline for board approvals:

- January 2023, the Village Board heard an informational agenda item regarding the upgrade of the substation from a single-unit substation with switchgear feeders to a two-unit substation with a new open-air breaker design, estimated to cost a total of \$3,828,209.28.
- October 2023, the Village Board approved the provision for the purchase of switchgear equipment from Powercon Corp in the amount of \$1,838,115.00 at the Prospect Substation.
- November 2023 Rantoul experienced several equipment failures at two substations, Capacity issues are limiting additional load growth; Prospect and Industrial Substations are nearing the end of life, and the current Prospect Substation Project was an acceptable solution to one substation failing, not two.
- August 2024: The Proposed Solution would include an updated project plan and building a new, larger substation rather than repairing two existing ones. Utilize Industrial Substation until future loads are identified. All new equipment, including two transformers, utilize switchgear on order, and added equipment protection. Can still optimize Prospect generators. Keep recently purchased used transformers as a spare. Decommission Prospect Substation. 10MVA additional capacity (50%) increase, and an estimated total of \$13,319,462.12

The scope of the project has changed, resulting in Change Order #1 for \$509,307.00 for the redesign of switchgear equipment from Powercon Corp. This brings the total amount to \$2,347,462.00 for the Prospect Substation. The proposed changed order is highlighted in “yellow” on the contract proposal.

The project was included in the Fiscal Year 2026 Budget 541-1180-430.75-70

**RECOMMENDED ACTION:** Authorize the approval of change order #1 in the amount of \$509,307.00 for redesign of switchgear equipment from Powercon Corp for a total amount of \$2,347,462.00 – Total at the Prospect Substation.

|                                                 |                                           |
|-------------------------------------------------|-------------------------------------------|
| DEPARTMENT HEAD APPROVAL<br>Jacob D McCoy, P.E. | VILLAGE ADMINISTRATOR<br>Scott Eisenhauer |
|-------------------------------------------------|-------------------------------------------|



BALTIMORE 410-551-6500  
WASHINGTON 202-621-7400  
<http://www.powerconcorp.com>

1551 FLORIDA AVENUE  
P.O. BOX 477  
SEVERN, MARYLAND 21144

May 15, 2025

April 7, 2025

Village of Rantoul  
333 South Tanner Street  
Rantoul, IL 61866

Bid Package – Prospect Substation Upgrades

2183 K001

Purchase Order 048827

Re: Powercon Change Order Request 8938NEW**R1**

**We are pleased to offer our proposal for the following:**

**ITEM 1**

**1 ea. Outdoor Powercontrol Complex** per Specifications 2183 K001 dated September, 2023, and Chris Couch February, 2025 email updating requirements and April 30<sup>th</sup> conference call.

Approx 45'-10"L x 20'W - #11GA exterior walls and #16GA steel interior walls, with R-21 insulation on the walls, and R-40 insulation on the roof and base– paint interior aisle white, exterior ANSI # 70 light gray **shipped in (4) sections** and equipped as follows:

- two (2) 42" x 84" Personnel Door, panic hardware & door sensor switch
- one (1) Breaker Test Cabinet
- one (1) lot of LED Interior Lights and two 3-way Light Switches
- two (2) LED Exterior lights, one over each entrance door (1)
- two (2) "Exit" Lights
- two (2) DC emergency lights
- two (2) Fire Extinguishers (32)
- two (2) Smoke detectors (7)
- two (2) Bard type The Wall-Mount HVAC units (10)
- two (2) AC heat pump disconnect switch (9)
- one (1) Heat pump controller (thermostat) (12)
- two (2) Ceiling Mount Electric Heater (35)
- one (1) Exhaust fan with rain hood (24)
- one (1) fan controller (13)
- One (1) fold up table (by Powercon)
- one (1) Filtered ventilation intake (15)
- one (1) String of (60) Energys 4 OPzS 200 batteries (36OPZS-4, FIN, SAN, CW (25)
- one (1) AM11T2SCFC2BP-144 rack for 60 jars, 144"L x 33.15"W x 32.12"H (25)
- fifty-eight (58) EG0-SPCR08-12-39 required spacers

- one (1) ATEV1130025EMT1SS1XXXXXX1 1 phase, 130V, 25A charger (22)
- one (1) Hydrogen Gas Detector(23)
- one (1) Eyewash station with 32-oz bottle of saline solution (19)
- Eaton type Heavy-Duty double throw manual fused transfer switch(26)
- two (2) 125V DC Panelboard (21)
- one (1) 120/240V AC Panelboard (20)
- one (1) Communication Fiber Panel (36)
- one (1) Fiber Entrance Cabinet (34)
- one (1) cable termination cabinet (33)
- ~~one (1) Floor Mounting Term cabinet (16)~~
- one (1) Automatic Transfer Switch (37)
- one (1) Notifier SFP-2402 Fire alarm Control Panel (8)
- one (1) Exterior cable entrance assy, w/ adj extension to vault (30,31)
- one (1) lot of receptacles
- one (1) lot of wireways & cable trays
- one (1) lot of misc. ( comm. cables, terminal blocks, etc.)

#### **1 ea. Metal-Clad Switchgear Assembly**

Indoor 15kV, 95kV BIL, 40kA short circuit current, 2000A Lexan insulated copper main bus, consisting of (15) vertical sections approx. 45 ft. L x 8 ft. D in a walk-in enclosure, equipped as follows:

- Unit 1 – “Auxiliary Bus 1 Diff” Section**
- Unit 2– “Auxiliary XFMR 1 Diff” Section**
- Unit 3 – “XFMR 1 Breaker 800” Section**
- Unit 4 – “1200A Feeder 801 Breaker” Section**
- Unit 5 – “1200A Feeder 802 Breaker” Section**
- Unit 6 – “1200A Feeder 803 Breaker” Section**
- Unit 7 - “1200A Feeder 804 Breaker” Section**
- Unit 8 - “2000A Bus Tie Breaker 810” Section**
- Unit 9 – “1200A Feeder 805 Breaker” Section**
- Unit 10 - 1200A Feeder 806 Breaker” Section**
- Unit 11 – “1200A Feeder 807 Breaker” Section**
- Unit 12 – “1200A Feeder 808 Breaker” Section**
- Unit 13 - “XFMR 2 Breaker 809” Section**
- Unit 14 – “Auxiliary XFMR 2 Diff” Section**
- Unit 15 - "Auxiliary Bus 2 Diff” Section**

#### **Auxiliary Bus Differential (Units 1 & 15)**

three (3) VIZ-11 PT 7525A68G06;  
 one (1) Powercon PT Trunnion;  
 one (1) SEL 787Z (HZM module included-Part# T.B.D.);  
 one (1) ESCO 7810D  
 sixteen (16) FT-19 Test switch  
 twelve (12) FT-19 Test Switch;  
 twelve (12) FT-1 Test Switch;  
 one (1) Arc sensor fiber;  
 one (1) clear indicating light  
 one (1) lot of miscellaneous (terminal blocks, control fuses, comm. cables, nameplates, etc.)

**“XFMR Breaker” (Units 3 & 13)**

one (1) Eaton type 150VCP-W40 15kV, 2000A, 40kA, 5-cycle Vacuum Circuit Breaker;  
one (1) Eaton type 2000A Cell kit;  
one (1) Roll-on-the-floor wheel kit (direct roll-in);  
one (1) Auxiliary Switch MOC;  
one (1) Auxiliary Switch TOC;  
twelve (12) 2000/5 SCV CT 7525A38G03 C200;  
one (1) VIZ-11 PT 7525A68G06;  
one (1) Powercon PT Trunnion;  
one (1) 751401A1A1A7085A610 (751#W77G) ;  
one (1) 0735LX20944EXXXXXX16201CX (735#0401)  
one (1) ESCO 2457D;  
one (1) ESCO 8845DB;  
one (1) ESCO 9203DD;  
one (1) ESCO 24203B;  
one (1) ESCO 9223DE ;  
one (1) FT-19 Test Switch;  
one (1) FT-1 Test Switch;  
one (1) LTC Tap Indicator INCON 1250B-4-I-M-120;  
one (1) Arc sensor fiber;  
three (3) 8.4KV MCOV Arrester;  
one (1) Hubbell HBL2411 Breaker Operation Plug;  
one (1) lot of miscellaneous (terminal blocks, control fuses, comm. cables, nameplates, etc.);

**Feeder Breaker (Units 4-7 & 9-12)**

one (1) Eaton type 150VCP-W40 15kV, 1200A, 40kA, 5-cycle Vacuum Circuit Breaker;  
one (1) Eaton type 1200A Cell kit;  
one (1) Roll-on-the-floor wheel kit (direct roll-in);  
one (1) Auxiliary Switch MOC;  
one (1) Auxiliary Switch TOC;  
three (3) 2000/5 SCV CT 7525A38G03 C200;  
three (3) 1200/5 SCV CT 7525A38G02;  
one (1) 751401A1A1A7085A210 (751#HGBL)  
one (1) ESCO 2457D;  
one (1) ESCO 9223DE ;  
three (3) FT-19 Test Switch;  
three (3) FT-1 Test Switch;  
one (1) Arc sensor fiber;  
three (3) 8.4KV MCOV Arrester;  
one (1) Hubbell HBL2411 Breaker Operation Plug;  
one (1) red indicating light  
one (1) green indicating light  
one (1) clear indicating light  
one (1) lot of miscellaneous (terminal blocks, control fuses, comm. cables, nameplates, etc.);

**Tie Breaker (Unit 8)**

one (1) Eaton type 150VCP-W40 15kV, 2000A, 40kA, 5-cycle Vacuum Circuit Breaker;  
one (1) Eaton type 2000A Cell kit;  
one (1) Roll-on-the-floor wheel kit (direct roll-in);  
one (1) Auxiliary Switch MOC;  
one (1) Auxiliary Switch TOC;  
twelve (12) 2000/5 SCV CT 7525A38G03 C200;  
one (1) 751401A1A1A7085A610 (751#W77G) ;  
one (1) ESCO 2457D;

one (1) ESCO 9223DE ;  
 one (1) FT-19 (or (3) FT-1) test switch  
 one (1) red indicating light  
 one (1) green indicating light  
 one (1) clear indicating light  
 one (1) Arc sensor fiber;  
 one (1) Hubbell HBL2411 Breaker Operation Plug;  
 one (1) lot of miscellaneous (terminal blocks, control fuses, comm. cables, nameplates, etc.);

#### **Auxiliary Transformer Differential (Units 2&14)**

one (1) Powercon Fuse Trunnion;(UNIT 14 ONLY)  
 one (1) 75KVA Control Power Transformer ;(UNIT 14 ONLY)  
 one (1) Molded Case Circuit Breaker Disconnect ;(UNIT 14 ONLY)  
 one (1) Mechanical Interlock ; (UNIT 14 ONLY)  
 one (1) 751401A1A1A7085A210 (751#HGBL) ;  
 one (1) 0387504X5HXXX4X (387#W5JJ);  
 one (1) 07872EE1A1C1A7985A220 (787#J380);  
 four (4) FT-19 Test Switch;  
 three (3) FT-1 Test Switch;  
 two (2) ESCO 7810D  
 one (1) ESCO 2457D  
 one (1) ESCO 9223DE  
~~one (1) Arc sensor fiber;~~  
 one (1) lot of miscellaneous (terminal blocks, control fuses, comm. cables, nameplates, etc.);

#### **PANEL**

one (1) 24070003B (2407#0201)  
 one (1) 91610054 Touch Screen Monitor/Display Kit  
 one (1) 91610049 Keyboard Kit  
 one (1) 3355#HNF4 Computer  
 one (1) 2242R1X0 (2242#5DPM)  
 one (1) 224311X0  
 four (4) 22442424X0  
 one (1) 22443131X0  
 one (1) 22452121XX00  
 one (1) Wilmore 1766-130-120-60-U DC-AC Converter  
 one (1) Corning Fiber Connector Housing CCH-02U  
 four (4) CorningFiber Cassette CCH-CS12-A9-POORE  
~~eleven (11) Breaker Operation Plug Hubbell HBL2411~~  
 two (2) SEL 3610XHA0XXX0 (3610#0102)  
 two (2) SEL 3350#46N6 Automation Controller  
 two (2) 2730M0ARAX1112AAAAX0 Ethernet Switch (2730M#8C6M)  
 one (1) lot of filler plates  
 one (1) lot of miscellaneous (terminal blocks, control fuses, comm. cables, etc.)

#### **ACCESSORIES**

three (3) 2457D;  
 three (3) ET-16 red indicating Light;  
 three (3) ET-16 Green indicating light;  
 zero (0) Lift truck (N/A Direct roll out);  
 zero (0) Lift yoke (N/A Direct roll out) ;  
 two (2) Charging Handles;  
 zero (0) Extension Rails (N/A Direct roll out)  
 two (2) Racking Cranks;  
 one (1) Spare Breaker 150-VCP-W40, 2000A;

one (1) Spare Breaker Charging Motor;  
one (1) Miscellaneous;

#### **Installation Services**

- (1) Lot Powercon field services to offload, reassemble shipping splits and shipped loose appurtenances, connect all power and control conductors internal to the building across shipping splits, verify proper operation of mechanical interlocks on breaker cells, proper alignment of the breaker with the cell, proper alignment of the PT and fuse trunnions. Installation services do not include commissioning services.

**ITEM 1 Lot Net Price (TOTAL BID): .....\$2,347,462 \***

#### **Comments**

Powercon requests that a change order to PO048827 be issued in the amount of the difference between the original PO (\$1,838,155) and the final amount of this change order request to initiate the changes requested by Chris Couch.

#### **Specification 16352**

Para. 1.2.A – Powercon constructs the proposed PDC in accordance with IBC specifications.

Exception is taken to any state, local or municipal codes that may apply.

Para. 2.2.B.1 – Powercon roof panel construction is detailed in the attached "CONSDTL Model (1).pdf" drawing. Exception is taken to standing seam roof panels.

Para. 2.2.G.4.c –Exception is taken to "soft starting system for motor loads".

Para. 2.2.I.3 & J.3 – Exception is taken to 72 circuit panels. Powercon is quoting 42 circuit panels.

Para. 2.2.M – These "optional accessories" are not all reflected in the plan view, and since listed, are only provided as listed in the proposal. This proposed list of materials is all that is included in this offer, regardless of specification variations.

Para. 3.1.A.3 - Exception is taken to travel reimbursement under any circumstances.

Para. 3.2.B.1.b. – Exception is taken to Illinois Department of Labor wage laws. Powercon is a non-union facility and will be compensating employees at the Powercon rate of pay.

Para. 3.2.B.1.c – It is the responsibility of the purchaser to provide access to the substation site by over the road trucks with low ground clearance and necessarily long trailers.

Para. 3.2.C.1 – Powercon has provided offloading and reassembly as part of the quoted price. This is based on utilization of a crane with free access to lifting and a 25' radius. Should any site restrictions prohibit the use of this method, an evaluation of the alternate lifting method and cost would be required.

#### **General**

. \* This proposal price is subject to adjustment by the Bureau of Labor Statistics Series ID: PCU335313335313 "PPI Industry Data for Switchgear and switchboard apparatus manufacturing, not seasonally adjusted". The price will be adjusted by the factor obtained in the following calculation.

$$1+ \{ \text{"ending index value"} - \text{"starting index value"} / \text{"starting index value"} \}$$

**Preliminary data shall be used for the start and end index values. The start index value shall be based on available data on the date of the quotation. The end date index value shall be based on available data at the ship date. The value for the start date for this quotation is the February 2025 value which is 329.034 . Progress payments are based on the quoted value, any adjustments will be calculated on the final payment.**

This proposal is based on the following progress payment schedule:

10% of contract amount upon first approval submittal  
35% of contract amount upon final approval and release to manufacturing  
25% of contract amount upon start of final assembly (established as 8 weeks prior to shipdate)  
25% of contract amount upon delivery to jobsite  
Final 5% of contract amount upon completion of installation N.T.E. 60 days from shipment date.

Delivery is FOB Destination, freight prepaid and included in the quoted price. Allow 8 weeks for approval drawings after receipt of complete order information. Drawings are requested to be returned in 2 weeks, typically submitted as "approved as noted" Powercon is quoting Q12027 shipment for orders currently being entered.

**Any orders resulting from this quotation are subject to acceptance by Powercon Corporation at its office in Severn, MD, and are subject to Powercon Corporation General Terms and Conditions of Sale, copy attached. Exception is taken to the provided terms and conditions. Powercon would welcome the opportunity to reach mutually agreeable terms should our proposal be of interest to the Village of Rantoul. Thank you for the opportunity to submit our proposal.**

Please feel free to contact me if you have any questions.

Sincerely,

John Salzmann  
Strategic Marketing Manager  
Powercon Corporation  
1551 Florida Avenue  
Severn, MD 21144  
(443) 603-3739  
[j.salzmann@powerconcorp.com](mailto:j.salzmann@powerconcorp.com)  
[www.powerconcorp.com](http://www.powerconcorp.com)

CC: Annette Mason – Delstar

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| ITEM: Host Community Agreement between Area Disposal Service, Inc and the Village of Rantoul                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | DEPARTMENT: Administration                |
| DATE: June 3, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | AMOUNT: N/A                               |
| ATTACHMENTS:<br><br>1. Area Disposal Service, Inc - Host Community Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ADMINISTRATIVE NOTES:                     |
| <p>SUMMARY HIGHLIGHTS:</p> <p>GFL Environmental Inc, the Village's current solid waste hauler, intends to file a Siting Application with the Village to build a waste recycling and transfer station on the site of their new office building on North Frontage Road. This agreement requires Area Disposal Service, Inc to provide education to the public throughout the process on the intentions, operations, environmental policies and practices, site planning, and relevance to the Champaign County Solid Waste Management Plan. This agreement does not obligate the Village with respect to its review and/or approval or rejection of the Siting Application, and the vote to approve the process in no way obligates the Village to approve the final application. This agenda item only refers to the process to be used during consideration of the application.</p> |                                           |
| RECOMMENDED ACTION: Approve Community Host Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                           |
| DEPARTMENT HEAD APPROVAL<br>Scott Eisenhauer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | VILLAGE ADMINISTRATOR<br>Scott Eisenhauer |

## HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT ("Agreement") is made and dated this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Area Disposal Service, Inc., an Illinois corporation ("Area"), and the Village of Rantoul, Illinois (the "Village");

### WITNESSETH:

WHEREAS, Area owns a parcel of land totaling approximately 14.063 acres as described on Attachment A. The parcel described on Attachment A is hereinafter referred to as the "Area Property";

WHEREAS, Area is the owner and operator of the Area Property;

WHEREAS, Area intends to file a siting application ("Siting Application") with the Village to build a waste recycling and transfer station on the Area Property ("Transfer Station");

WHEREAS, it has been proposed that Area pay to the Village, and Area is willing to pay to the Village, a Host Benefit Fee to be used for the general revenue needs of the Village as the Village may deem appropriate;

WHEREAS, Area is desirous of earning the goodwill of the citizens of the Village by demonstrating its good faith in educating the community as to the nature of its operations in the Village and in demonstrating that its waste recycling and transfer operations are, have been and will continue to be conducted in an environmentally sound manner;

WHEREAS, the Village is desirous of protecting the health, safety and welfare of its citizens, assisting Area with public education, ensuring that factually and technically accurate information is given to the public at the hearing on Area's Siting Application;

WHEREAS, the parties understand that this Agreement places no obligation on the Village with respect to its review and/or approval or rejection of the Siting Application;

WHEREAS, this Agreement further complies with relevant provisions in the Champaign County Solid Waste Management Plan 2022 Update;

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

### 1. INCORPORATION OF RECITALS.

The above recitals are incorporated as part of this Agreement as though fully set forth herein.

2. LANDS COVERED.

This Agreement covers the Area Property as described on Attachment A.

3. PRE-FILING REVIEW

Area agrees to submit a draft of the Siting Application to the Village prior to formal submittal pursuant to Section 39.2 of the Act. Area shall pay the application fee required by Rantoul Village Code Section 28-104, which shall be used to reimburse the Village for the actual reasonable and customary costs incurred by the Village in connection with its review of the draft Siting Application. It is estimated that such costs will not exceed \$25,000.00. Such payment shall be made to the Village prior to filing of the notices pursuant to Section 39.2 of the Act.

4. EFFECTIVE DATE.

Except as set forth in Paragraph 3, above, this Agreement shall be deemed incorporated into the Siting Application for the Transfer Station to be filed with the Village. This Agreement shall become effective, if and only if the Village grants site location approval for the proposed Transfer Station, in which event the terms of this Agreement shall become a condition upon the granting of site location approval, and shall become a contract binding upon both the Village and Area. This Agreement shall be effective as of the date on which the proposed Transfer Station receives non-appealable local siting approval from the Village ("Effective Date"), provided, however, the Village has not, by entering into this Agreement, predetermined whether it will grant or deny local siting approval or whether Area can (or cannot) establish any of the criteria related to local siting approval, and the Village retains all of its authority to grant, deny or grant with conditions local siting approval in accordance with Section 39.2 of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. (the "Act").

5. TERM OF AGREEMENT.

This Agreement commences on the Effective Date and shall remain in force and effect until the certified final closure of the Transfer Station by the Illinois Environmental Protection Agency ("IEPA").

6. COVENANT.

This Agreement shall constitute a covenant in the nature of a covenant running with the land. Area agrees to execute all additional documents necessary for the recording of this Agreement, or notice thereof, in the chain of title of the Area Property.

7. RECORDS.

Area shall provide to the Village, within thirty (30) days of receipt and/or generation, free of charge, copies of all of the following documents:

- a. those filed with or received from the U.S. Environmental Protection Agency and the IEPA relevant to charges, complaints or citations or environmental violations with respect to the Transfer Station; and
- b. reports on compliance with IEPA closure fund requirements with respect to the Transfer Station.

8. COOPERATION WITH VILLAGE BOARD.

Area agrees to cooperate with the Village Board in using the Transfer Station as a means to help attract new commercial and industrial facilities into the Village. This could include at the Village's request, Area providing design and operation information on the Transfer Station.

Neither this Paragraph 8, nor any other term or condition of this Agreement shall be deemed to create any legal relationship between Area and the Village with regard to the operation of the Transfer Station. The Village does not undertake any responsibility or liability for compliance with any laws, rules or regulations relating to the operation of the Transfer Station. Area is wholly responsible for compliance with all applicable statutes, rules, regulations, and ordinances relating to its operations. The duties and obligations imposed by this Agreement are designed and intended to be in addition to any such applicable requirements imposed on Area by law. Nothing in this Agreement shall be read or construed to conflict with or alleviate or lessen the requirements imposed on Area by law.

9. HOST BENEFIT FEE.

Area shall pay the Village a Host Benefit Fee for each ton of municipal solid waste transferred at the Transfer Station for land disposal. The Host Benefit Fee may be used by the Village for such benefits, services and facilities as are customarily and legally permitted to be funded from the Village's general fund.

a. Calculation of Host Benefit Fee

Commencing thirty (30) days after the Effective Date, Area shall pay to the Village a Host Benefit Fee of 40¢ for each ton of municipal solid waste transferred at the Transfer Station for land disposal.

The Host Benefit Fee rate shall be adjusted annually on January 1 of each succeeding year, beginning in 2026. The adjustment shall be calculated based on the increase in the United States Department of Labor, Bureau of

Labor Statistics, U.S. City Average, Consumer Price Index ("CPI") for all urban consumers. The Host Benefit Fee rate shall not be decreased regardless of whether the CPI is negative for a given adjustment period and in that event the Host Benefit Fee rate shall not be adjusted. Each adjustment will be based on the increase (if any) in the CPI during the period November 1 of the prior year through October 31 of the adjustment year, and the amount of the adjustment shall not exceed six percent (6%).

b. Payment

The Host Benefit Fee shall be payable to the Village on a quarterly basis on or before the 20th day following the end of each calendar quarter.

c. Payment Form

Each Host Benefit Fee payment shall be accompanied by a form prescribed by the Village and stating the weight of waste transferred by the Transfer Station, during the payment period and providing such other information as may be necessary for the Village to assure compliance with this Agreement. The form shall be signed by Area.

d. Audit

The Village shall be entitled to audit the scale tickets of Area once per calendar year to verify the amount of the Host Benefit Fee payments.

10. REASONABLE AND NECESSARY COSTS

Area will reimburse the Village for all reasonable and necessary costs, including but not limited to legal fees and consulting fees, associated with the development of this Agreement.

11. DESIGN AND OPERATION; ENVIRONMENTAL SAFEGUARDS.

Area shall have sole design and operational control over the Transfer Station during the life of the facility, subject only to the right of the Village to require that it be designed and operated in compliance with all applicable federal, state, and local laws and regulations. Area agrees that the design and operation of the Transfer Station will incorporate all relevant environmental safeguards required by applicable federal, state, and local laws and regulations.

12. OPERATIONAL COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS.

Area warrants that it will at all times conduct its operations at the Transfer Station site in material compliance with all of the ordinances, laws, rules and regulations of the

Village, the State of Illinois and the United States of America relevant thereto. The acceptance of payment of the Host Benefit Fee under this Agreement shall not be construed as a waiver by the Village of material compliance by Area with all said laws, rules and regulations; nor shall acceptance of said payment by the Village otherwise restrain or prohibit the Village from taking such legal action as may be necessary to protect the health, safety and general welfare of the residents of the Village, or the enforcement of any and all laws, rules, regulations, ordinances or the requirements for the Transfer Station, in the event of any violation by Area.

### 13. ACCESS AND INSPECTION

Area shall allow any agent duly authorized by the Village to enter the Transfer Station at reasonable times, to have access to and copy at reasonable times any records required to be kept under the terms and conditions of this Agreement or any law, ordinance, regulations, or developmental or operational permit issued for the Transfer Station, and to otherwise inspect the Transfer Station at reasonable times.

### 14. ENFORCEMENT OF SITING CONDITIONS

Area agrees that any final and non-appealable conditions to siting imposed on the Transfer Station or Area as part of such siting approval are enforceable by the Village against Area in the same manner in which the Village's ordinances or this Agreement are enforceable.

### 15. GUARANTEE OF ACCEPTANCE

Area agrees that solid waste generated in unincorporated and incorporated Champaign County will be accepted at the Transfer Station at market rates.

### 16. VILLAGE DUTIES OR RESPONSIBILITIES.

The terms of this Agreement shall not be construed in any manner to impose upon the Village any duties or responsibilities to provide any services or facilities to Area beyond those which the Village customarily provides to residents and businesses of a similar nature within the Village.

### 17. VILLAGE SOLID WASTE MANAGEMENT PLAN.

The Village shall include the Transfer Station in its Solid Waste Management Plan (if any) and any modification thereto.

### 18. LOCAL TIP FEE SURCHARGE.

Except for the fees and/or charges contemplated by this Agreement, the Village covenants and agrees not to levy or impose any other form of tax, fee, surcharge, host

fee or other charge solely and directly related to the recycling, transfer, or consolidation of waste at the Transfer Station during the term of this Agreement.

19. AMENDMENT TO AGREEMENT.

This Agreement may not be amended except by an Agreement signed in writing by all parties hereto.

20. NOTICES.

Any notice, request, instruction, correspondence or other document required to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered in person or by courier service requiring acknowledgment of delivery or mailed by certified mail, postage prepaid and return receipt requested, or by electronic mail, as follows:

If to Area, addressed to:

Area Disposal Service, Inc.  
4700 N. Sterling Avenue  
Peoria, IL 61615  
Attention: Matthew R. Coulter  
Email: [matthew.coulter@gflenv.com](mailto:matthew.coulter@gflenv.com)

With a copy to:

Elias, Meghinnes & Seghetti, P.C.  
416 Main Street, Suite 1400  
Peoria, Illinois 61602  
Attention: Brian J. Meghinnes and Janaki Nair  
Email: [bmeghinnes@emrslaw.com](mailto:bmeghinnes@emrslaw.com) and [jnair@emrslaw.com](mailto:jnair@emrslaw.com)

If to the Village, addressed to:

Village of Rantoul  
333 S. Tanner  
Rantoul, IL 61866  
Attn: Village Administrator  
Ph: (217) 892-6801  
E-mail: [seisenhauer@village.rantoul.il.us](mailto:seisenhauer@village.rantoul.il.us)

With a copy to:

David B. Wesner  
Evans, Froehlich, Beth & Chamley  
44 Main St., Suite 310  
Champaign, IL 61820

Ph: (217) 359-6494  
E-mail: dwesner@efbclaw.com

Notice given by personal delivery or courier service shall be effective upon actual receipt. Notice given by mail shall be effective five days after deposit with the United States postal service. Notice given by email shall be confirmed by appropriate answer back and shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if received before the recipient's normal business hours. All Notices by email shall be confirmed promptly after transmission in writing by regular mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

21. FORCE MAJEURE.

The obligations with respect to performance of this Agreement by either party (except for the payment of money) shall be suspended and extended in the event, and during the period, that such performance is prevented, hindered, or delayed by a cause or causes beyond the reasonable control of either party including, without limitation, Acts of God (except weather conditions normal for the geographic area of the facility); epidemic, landslide, lightning, hurricane, earthquake, fire, explosion, flood or similar occurrence; an act of the public enemy, war, blockade, insurrection, riot, general unrest, civil disturbance or other similar occurrence that may have a material adverse effect on the construction or operation of the Transfer Station; and any change in law which has a material effect on the construction or operation of the Transfer Station, including the order or judgment of any court, provided such order or judgment is not the result of negligence, failure or wrongful action or omission on the part of the party involved. In the event of disruption of services under any such circumstances, each party will make every reasonable effort and steps to overcome the cause of cessation of services and to reopen the Transfer Station as soon as practicable after the cessation of the cause of suspension of services.

22. SEVERABILITY AND APPLICABLE LAW.

If any provision or subsection hereof or the application thereof to any person or circumstances is held invalid, the other provisions of this Agreement and/or their applicability to other persons or circumstances shall not be affected thereby. It is declared to be the intent of this Agreement that the same would have been adopted had such invalid provision, if any, not been included herein. This Agreement shall be governed by the laws of the State of Illinois. The parties stipulate and agree that any and all litigation relating to or arising out of this Agreement shall be filed in a court of competent jurisdiction in Champaign County, Illinois, and that Champaign County shall be the only proper venue.

23. AUTHORITY TO ENTER INTO AGREEMENT.

Area hereby represents and warrants that it is a valid and existing Illinois corporation authorized to do business in Illinois and that the individuals executing this Agreement have been duly authorized by Area to act on its behalf and enter into this Agreement.

The Village shall approve this Agreement by Village ordinance or resolution.

24. INDEMNIFICATION.

Area shall at all times (including subsequent to the expiration or cancellation of this Agreement) defend, indemnify and forever keep and hold harmless the Village, and each of its agents, representatives, officials, servants and employees against, without limitation and regardless of the forum in which asserted, any and all charges, fees, costs, expenses, claims of every type, nature and description (including, but not limited to, claims for injuries, death, loss, damages, penalties, environmental and patent claims), suits, liabilities, litigation including appeals, judgments, attorney's fees (including those fees to establish the right to indemnification), which are in any manner connected with this Agreement, or in any manner connected with Area or Area's operation of the Transfer Station. Area's duty to defend, indemnify and forever keep and hold harmless extends to all losses regardless of description. However, Area shall not be liable for losses suffered by the Village to the extent that they arise solely from either the negligent or wanton and willful conduct of the Village.

Except as otherwise expressly stated herein, the Village does not waive or surrender any immunity or indemnity available under any federal, state or local law. This Paragraph 24 shall survive termination or expiration of this Agreement.

25. ENFORCEMENT.

The parties shall have the right to enforce this Agreement by an action in Champaign County Circuit Court. However, prior to commencing such action, the party seeking to enforce this Agreement ("Complaining Party") agrees to give the other party written notice of any non-compliance alleged to constitute a violation of this Agreement at least thirty (30) days (which period includes holidays and weekends) prior to filing an action in Champaign County Circuit Court. The parties shall have the right to seek any and all appropriate relief without limitation and, if successful, shall be entitled to reasonable attorney's fees and costs.

26. TIME OF ESSENCE.

Time is of the essence of this Agreement.

27. BINDING EFFECT.

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, administrators, legal representatives, and assigns, as the case may be, of the parties hereto.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their legally authorized representatives to be affixed hereto on the day and year indicated on the first page of this Agreement.

VILLAGE OF RANTOUL

AREA DISPOSAL SERVICE, INC.

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

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

Attest:

Print name: \_\_\_\_\_

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

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

924-0606

ATTACHMENT A

DESCRIPTION OF AREA PROPERTY

TRACT 1:

PART OF NORTHEAST QUARTER OF SECTION OF 4, TOWNSHIP 21 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF ESTES SUBDIVISION AS RECORDED IN PLAT BOOK "N" AT PAGE 70 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER OF DEEDS, THENCE SOUTH 89°43'17" WEST ALONG A WESTERLY EXTENSION OF THE NORTH LINE OF SAID ESTES SUBDIVISION 159.97 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°22'21" WEST 384.62 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 24 OF PARKER-ESTES SUBDIVISION AS RECORDED IN PLAT BOOK "M" AT PAGE 99 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER OF DEEDS; THENCE SOUTH 89°38'42" WEST ALONG SAID EXTENSION 83.25 FEET; THENCE SOUTH 00°47'36" EAST 190.00 FEET; THENCE NORTH 89°38'42" EAST 101.05 FEET; THENCE SOUTH 71°56'59" EAST 158.49 FEET TO THE WEST LINE OF LOT 24 OF SAID PARKER-ESTES SUBDIVISION; THENCE SOUTH 00°12'51" EAST ALONG SAID WEST LINE 30.29 FEET TO THE NORTH RIGHT-OF-WAY LINE OF S.B.I. ROUTE 119 (U.S. ROUTE 136); THENCE NORTH 82°55'21" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 233.82 FEET; THENCE SOUTH 89°48'23" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 200.23 FEET; THENCE NORTH 84°19'37" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 351.49 FEET; THENCE NORTH 68°09'46" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 247.08 FEET; THENCE NORTH 48°02'34" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 262.64 FEET TO THE EAST RIGHT-OF-WAY LINE OF F.A.I. 57 (INTERSTATE 57); THENCE NORTH 30°07'33" WEST ALONG SAID EAST RIGHT-OF-WAY LINE 175.34 FEET; THENCE NORTH 15°28'10" WEST ALONG SAID EAST RIGHT-OF-WAY LINE 172.40 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID ESTES SUBDIVISION; THENCE NORTH 89°43'17" EAST ALONG SAID WESTERLY EXTENSION 1171.96 FEET TO THE POINT OF BEGINNING, ENCOMPASSING 13.708 ACRES, MORE OR LESS, IN CHAMPAIGN COUNTY, ILLINOIS.

PARCEL I.D.: 20-09-04-201-004

TRACT 2:

PART OF NORTHEAST QUARTER OF SECTION OF 4, TOWNSHIP 21 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF ESTES SUBDIVISION AS RECORDED IN PLAT BOOK "N" AT PAGE 70 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER OF DEEDS, THENCE SOUTH 89°43'17" WEST ALONG A WESTERLY EXTENSION OF THE NORTH LINE OF SAID ESTES SUBDIVISION 159.97 FEET; THENCE SOUTH 00°22'21" WEST 384.62 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 24 OF PARKER-ESTES SUBDIVISION AS RECORDED IN PLAT BOOK "M" AT PAGE 99 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER OF DEEDS, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00°22'21" WEST 190.01 FEET; THENCE SOUTH 89°38'42" WEST 79.39 FEET; THENCE NORTH 00°47'36" WEST 190.00 FEET TO THE WESTERLY EXTENSION OF SAID LOT 24; THENCE NORTH 89°38'42" EAST ALONG SAID WESTERLY EXTENSION 83.25 FEET TO THE POINT OF BEGINNING, ENCOMPASSING 0.355 ACRES, MORE OR LESS, IN CHAMPAIGN COUNTY, ILLINOIS.

PARCEL I.D.: 20-09-04-227-005

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| ITEM: Ordinance 2796, an Ordinance Amending Chapter 28 "Solid Waste" of the Village Code in Connection with Pollution Control Facilities                                                                                                                                                                                                                                                                                                                                                          | DEPARTMENT: Administration                |
| DATE: June 3, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | AMOUNT: N/A                               |
| ATTACHMENTS:<br><br>1. 06-25-2796 Ordinance - Amending Chapter 28 in Connection with Pollution Control Facilities                                                                                                                                                                                                                                                                                                                                                                                 | ADMINISTRATIVE NOTES:                     |
| SUMMARY HIGHLIGHTS:<br>GFL Environmental Inc, the Village's current solid waste hauler, intends to submit a proposal for a pollution control facility within the Village. Prior to doing so, it is necessary to amend Chapter 28 to include a process for approval of a pollution control facility to be located within the Village. Approving this agenda item approves the process only, and does not obligate the Village Board to approve the application for the pollution control facility. |                                           |
| RECOMMENDED ACTION: Approve the Ordinance Amendment                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                           |
| DEPARTMENT HEAD APPROVAL<br>Scott Eisenhauer                                                                                                                                                                                                                                                                                                                                                                                                                                                      | VILLAGE ADMINISTRATOR<br>Scott Eisenhauer |

**ORDINANCE 2796**

**AN ORDINANCE  
AMENDING CHAPTER 28 “SOLID WASTE” OF THE RANTOUL CODE  
IN CONNECTION WITH POLLUTION CONTROL FACILITIES**

**VILLAGE OF RANTOUL  
CHAMPAIGN COUNTY, ILLINOIS**

**CERTIFICATE OF PUBLICATION**

Published in pamphlet form this 10th day of June, 2025, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

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Village Clerk

**ORDINANCE 2796**

**AN ORDINANCE  
AMENDING CHAPTER 28 “SOLID WASTE” OF THE RANTOUL CODE  
IN CONNECTION WITH POLLUTION CONTROL FACILITIES**

**WHEREAS**, the Village of Rantoul Code Chapter 28 contains provisions concerning solid waste within the Village; and,

**WHEREAS**, a proposal for a pollution control facility has been made to locate such a facility within the Village; and,

**WHEREAS**, the Mayor and Village Board have determined it necessary to amend Chapter 28 to include a process for approval of a pollution control facility desiring to locate within the Village.

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

**Section 1. Amendment.** That Chapter 28, entitled “Solid Waste,” be amended by creating new Article IV, entitled “Pollution Control Facilities,” to provide as set forth in the attached provisions which are incorporated herein by this reference thereto.

**Section 2. Effective Date.** The provisions of this Ordinance shall become effective following its passage, approval, and publication as required by law.

**Section 3. Conflict.** All Ordinances or parts of Ordinances which are in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded.

**Section 4. 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 10th day of June, 2025.

---

Village Clerk

**APPROVED** this 10th day of June, 2025.

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Village President

## ARTICLE IV - POLLUTION CONTROL FACILITIES

### Section 28-100 - Definitions

The following words and phrases, when used in this article, shall have the meanings respectively ascribed to them:

*Act* means the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.), as amended from time to time.

*Agency* is the Illinois Environmental Protection Agency.

*Applicant* means any person or entity who submits an application to the Village for site location approval as well as IEPA permits for a pollution control facility within the Village's jurisdiction.

The term applicant includes the fee owner of the site, the proposed operator, and any other party with an interest in the site, such as a lessee, contract purchaser or land trust beneficiary.

*Application* means the application for site location approval of a pollution control facility filed by applicant.

*Disposal* means the discharge, deposit, injection, dumping, spilling, leaking or placing of any waste or hazardous waste into or on any land or water or into any well so that such waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

*Nuisance* has the meaning ascribed to it within the Village Code and Illinois law.

*Operator* is any person or entity who operates a pollution control facility.

*Party* means any person, in addition to the applicant, who complies with the prehearing filing requirements set forth in section 28-109 and who may be affected by the proposed facility.

"Party" includes the village, members or representatives of the governing authority of a municipality contiguous to the proposed site or contiguous to the village and members or representatives of the Champaign County Board.

*Pollution control facility* (PCF, or Facility) is any waste storage site, sanitary landfill, waste disposal site, waste transfer station, waste treatment facility or waste incinerator.

The following are not pollution control facilities:

(1) Recycling centers;

(2) Sites or facilities excluded from the definition of "pollution control facility," as set forth in 415 ILCS 5/3.330, as amended from time to time.

*Recycling center* means a site or facility that accepts only segregated, nonhazardous, nonspecial, homogeneous, non-putrescible materials, such as dry paper, glass, cans or plastics, for subsequent use in the secondary materials market.

*Sanitary landfill* means a facility permitted by the Agency for the disposal of waste on land meeting the requirements of the Resource Conservation and Recovery Act, the regulations thereunder, and without creating nuisances or hazards to public health or safety, by confining the refuse to the smallest practical volume and covering it with a layer of earth at the conclusion of each day's operation, or by such other methods and intervals as the pollution control board may provide by regulation.

*Site* means any location, place, tract of land, and facilities, including but not limited to buildings and improvements used for purposes subject to regulation or control by this article.

*Storage site* is a site at which waste is stored. Storage site includes transfer stations but does not include (i) a site that accepts or receives waste in transfer containers unless the waste is removed from the transfer container or unless the transfer container becomes stationary, en route to a disposal, treatment, or storage facility for more than five (5) business days, or (ii) a

site that accepts or receives open top units containing only clean construction and demolition debris, or (iii) a site that stores waste on a refuse motor vehicle or in the vehicle's detachable refuse receptacle for no more than twenty-four (24) hours, excluding Saturdays, Sundays, and holidays, covered or enclosed and is stored on the same site as the refuse motor vehicle that transported the receptacle to the site.

*Transfer station* means a site or facility that accepts waste for temporary storage or consolidation and further transfer to a waste disposal, treatment or storage facility. Transfer station includes a site where waste is transferred from (1) a rail carrier to a motor vehicle or water carrier; (2) a water carrier to a rail carrier or motor vehicle; (3) a motor vehicle to a rail carrier, water carrier or motor vehicle; (4) a rail carrier to a rail carrier, if the waste is removed from the rail car; or (5) a water carrier to a water carrier, if the waste is removed from a vessel. Transfer station does not include (i) a site where waste is not removed from the transfer container, or (ii) a site that accepts or receives open top units containing only clean construction and demolition debris, or (iii) a site that stores waste on a refuse motor vehicle or in the vehicle's detachable refuse receptacle for no more than twenty-four (24) hours, excluding Saturdays, Sundays, and holidays, but only if the detachable refuse receptacle is completely covered or enclosed and is stored on the same site as the refuse motor vehicle that transported the receptacle to the site.

*Treatment* means any method, technique or process, including neutralization, designed to change the physical, chemical, or biological character or composition of any waste so as to neutralize it or render it nonhazardous, safer for transport, amenable for recovery, amenable for storage, or reduced in volume. Such term includes any activity or processing designed to change the physical form or chemical composition of hazardous waste so as to render it nonhazardous.

*Village* means Village of Rantoul, Illinois.

*Waste* means any garbage, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining and agricultural operations, and from community activities, but does not include solid or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows, or coal combustion by-products as defined in Section 3.94 of the Act, or industrial discharges which are point sources subject to permits under discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as now or hereafter amended, or source, special nuclear, or by-product materials as defined by the Atomic Energy Act of 1954, as amended, or any solid or dissolved material from any facility subject to the Federal Surface Mining Control and Reclamation Act of 1977 or the rules and regulations adopted by the State of Illinois pursuant thereto.

*Waste disposal site* is a site on which solid waste is disposed.

Unless otherwise defined herein, all words and terms used in this article shall have the meanings ascribed to them in the Illinois Environmental Protection Act, as amended from time to time.

Section 28-101 - Pre-filing conference.

At least forty-five (45) days prior to the filing of an application with the Village Clerk, the applicant shall contact the Village Department of Community Development to schedule a pre-application conference with Village staff. Applicant is encouraged to discuss with staff the type,

size and location of its facility. Village staff will, at applicant's request, pre-view an application prior to filing to determine if the proposed application complies with the form of application required by the Village. Any pre-filing conferences, which have occurred prior to adoption of this article, shall be deemed in compliance with this section.

#### Section 28-102 - Application.

(A) Applications for site location approval shall be submitted on paper with the pages being consecutively numbered. Any attachments or exhibits shall be labelled and numbered for ease of reference. The application shall contain the identification and address of the applicant, the current owner(s) of the site and the proposed operator of the facility. If either the applicant or the owner(s) is/are a land trust, the application shall contain the identity of each beneficiary and the specific interest of each beneficiary in the land trust.

(B) Each application must address the nine (9) siting criteria set forth in the Act (415 ILCS 5/39.2). Those nine (9) criteria and the minimum documentation to be submitted by the applicant in support of its application as to each criterion are as follows:

(1) The facility is necessary to accommodate the waste needs of the area that it is intended to serve.

- a. A description of the area to be served by the proposed facility and a statement of the needs of such area for such a facility;
- b. To the extent the information is reasonably available, a list of the existing pollution control facilities located within or serving or capable of serving the area proposed to be served and, with respect to each such facility, the following information shall be provided: location, size, owner and/or operator, type of pollution control facility, remaining capacity, probable life of the proposed facility, and types of wastes received;
- c. The expected types of hazardous, nonhazardous and special wastes, amounts and methods of treatment or storage of all wastes proposed for the pollution control facility, the geographic origins of these wastes, and the applicant's plan to preclude acceptance of unauthorized wastes;

(2) The facility is so designed, located and proposed to be operated that the public health, safety and welfare will be protected.

- a. A planimetric map showing the location of the site and the area within one thousand five hundred (1,500) feet of the site.
- b. A plat or boundary survey of the site, including the legal description of the site.
- c. A site plan showing details of the facility including, but not limited to:
  - i. Fences, easements, utilities, railroad spurs, buildings and other structures;
  - ii. Roads, entrances, parking areas, and driveways;
  - iii. Planned landscaping and screening; and
- d. In the case of a sanitary landfill:
  - i. Cross sections, both existing and proposed;
  - ii. All existing water wells, whether active or abandoned, within fifteen hundred (1,500) feet of the site;
  - iii. All ground water and/or methane monitoring wells, both existing and planned, whether public or private; and

- iv. Core sample locations on and within two hundred (200) feet of the site.
- v. Storage tanks, whether above ground or below ground; and,
- vi. All utilities.
- e. A statement of the plan of operation for the proposed facility, including, but not limited to, the following:
  - i. Method of landfilling, incineration, resource recovery or other process including flow diagrams depicting waste flow by type and volume from initial acceptance at the facility to final disposition;
  - ii. Hours of operation;
  - iii. Number, duties and training of facility personnel;
  - iv. Litter, vector, dust and odor control on-site;
  - v. Surface drainage and erosion control;
  - vi. Fire and hazardous material control;
  - vii. Corrective actions for spills and other operational accidents;
  - viii. Collection and disposal of leachate generated from activities on-site; and,
  - ix. Number and types of equipment proposed to be used.
- f. If applicable, the stages of development or use.
- g. Building floor plans illustrating material handling equipment and processes as well as architectural elevations including exterior construction materials;
- h. A stormwater management plan consistent with the Village Code and any NPDES permit or application thereof required by the Agency;
- i. A closure and/or end use plan; and
- j. A summary of the experience of the applicant and the proposed operator in operating other pollution control facilities of a type similar to the proposed pollution control facility, including the location, dates of operation of such facilities, and any operating violations by the applicant or operator or any subsidiary or parent corporation of the applicant or operator within the last five (5) years at any facility in the State of Illinois that is of the same type as the facility that is the subject of the application (e.g., transfer station, sanitary landfill). The Director of Public Works shall determine the scope of information required under this paragraph and shall advise the applicant of such determination not later than fifteen (15) calendar days following the initial pre-filing meeting.
- (3) The facility is located so as to minimize incompatibility with the character of the surrounding area and to minimize the effect on the value of the surrounding property.
  - a. Map showing land uses within two thousand five hundred (2,500) feet of the perimeter of the site.
  - b. Map showing zoning of all land within two thousand five hundred (2,500) feet of the perimeter of the site.
  - c. Village's comprehensive plan showing projected land uses of the site and within two thousand five hundred (2,500) feet of the perimeter of the site.
  - d. Report by MAI appraiser on projected impact on property values for the area within two thousand five hundred (2,500) feet of the facility if facility was constructed.

(4) Flood Plain.

a. For a facility other than a sanitary landfill or waste disposal site, the facility is located outside the boundary of the one hundred-year flood plain or the site is floodproofed.

b. For a facility that is a sanitary landfill or waste disposal site, the facility is located outside the boundary of the one hundred-year flood plain, or if the facility is a facility described in subsection (b) of Section 22.19a of the Act, the site is flood-proofed:

i. A detailed topographic survey of the subject site.

ii. A map that shows the boundary of all one hundred-year floodplains within 500 feet of the site, if present.

iii. Statement by project architect and/or engineer that the site is or will be floodproofed if the site is within a one-hundred year floodplain.

iv. The identification of the drainage district, if any, in which the site is located.

(5) The plan of operations for the facility is designed to minimize the danger to the surrounding area from fire, spills, or other operational accidents.

a. A statement of the plan of operation for the proposed facility, including, but not limited to, the following:

i. Hours of operation;

ii. Safety personnel;

iii. Fire and hazardous material control; and,

iv. Corrective actions for spills and other operational accidents.

b. A statement of the operator's ability to acquire certificates of insurance to cover accidents, such as fires, explosions, non-sudden accidental occurrences and pollution impairment.

(6) The traffic patterns to or from the facility are so designed as to minimize the impact on existing traffic flows.

a. A report of off-site traffic impact regarding the proposed site including the anticipated number of vehicles and their size, weight and directional distribution, and the classification of the roadways reasonably likely to be used by vehicles entering and exiting the site. The report shall include reasonably sufficient information regarding traffic on the relevant roadways for the Public Works Department to analyze potential negative impacts on traffic to and from the facility and on the pavement of the roadways used to access the facility. The report must be prepared by an engineer experienced in traffic engineering and registered in the State of Illinois.

(7) If the facility will be treating, storing or disposing of hazardous waste, an emergency response plan for the facility.

a. A copy of the contingency plan prepared pursuant to the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.) The plan shall include, but is not limited to, notification, containment and evacuation procedures to be used in the event of an accidental release.

b. The chemical safety contingency plan prepared pursuant to the Illinois Chemical Safety Act.

c. Compliance with the requirements of the Illinois Emergency Management Agency.

d. Any other plan necessary to comply with this requirement.

(8) The facility is consistent and in compliance with the Champaign County Solid Waste Management Plan.

(9) If the facility will be located within a regulated recharge area, proof that any and all applicable requirements specified by the Illinois Pollution Control Board for such area have been met.

(C) Any testimony submitted by applicant in support of its application shall be either in the form of written testimony if the witness will not testify at the public hearing or a summary of the witness' opinions that he/she will testify to at the public hearing. In either event, the application must contain the name, occupation, professional address, and qualifications of each witness.

(D) Each application shall contain all documents, if any, submitted as of that date to the Illinois Environmental Protection Agency pertaining to the proposed facility, (except trade secrets as determined under Section 7.1 of the Act) and any correspondence with the Agency relating thereto.

(E) Each application shall contain a certification that no later than fourteen (14) days prior to filing the application the applicant caused written notice of such application to be served and published in accordance with the section 28-103 pre-filing notice as contained in this article.

#### Section 28-103 - Pre-filing notice.

(A) No later than fourteen (14) days prior to filing the application, the applicant shall cause written notice of such application to be served either in person, by registered mail, or by certified mail return receipt requested, on the owners of all property within the site not solely owned by the applicant, and on the owners of all property within five hundred (500) feet in each direction of the lot line of the site, said owners being such persons or entities which appear from the authentic tax records of Champaign County; provided, that the number of all feet occupied by all public roads, streets, alleys and other public ways shall be excluded in computing the five hundred (500) feet.

(B) Such written notice shall also be served upon members of the General Assembly from the legislative district in which the proposed facility is located and shall be published in a newspaper of general circulation in Champaign County.

(C) Such notice shall state the name and address of the applicant, the location of the proposed site, the nature and size of the development, the nature of the activity proposed, the probable life of the proposed activity, the date when the request for site approval will be submitted, and a description of the right of persons to comment on such request in writing until thirty (30) days after the last date of the public hearing.

#### Section 28-104 - Filing fee.

(A) An application fee in the form of a certified or cashier's check payable to the Village shall be paid by the applicant upon filing of the application. The Village shall apply the filing fee at its discretion to cover reasonable and necessary costs, including but not limited to, notice costs, court reporter costs, transcription costs, Village consultant costs, Village staff costs, hearing officer costs, attorney's fees, and other expenses incurred by the Village in conducting the

review of the application and, in the event site approval is granted, the preparation of a site approval ordinance or resolution.

(B) The amount of the application fee to be submitted pursuant to this section shall be as follows:

Transfer station .....\$50,000.00

Resource recovery facility .....75,000.00

Sanitary landfill .....250,000.00

Waste storage site .....50,000.00

(C) In the event that at any time prior to the conclusion of the site location approval decision, the Village has expended such sums so as to reduce the balance of the application fee to a figure less than five thousand dollars (\$5,000.00), the applicant shall, within seven (7) calendar days of receipt of written notice thereof, contribute an additional sum as determined by the Village to cover additional costs that have been or will be reasonably incurred by the Village as a direct result of the applicant's application for site approval.

(D) Upon the conclusion or termination of any proceedings under this article, a final accounting and summary of all authorized reasonable and necessary expenditures shall be made. Any portion of an application fee not required for reimbursement to the Village for reasonable and necessary costs and expenses under this article incurred by the Village shall be returned to the applicant. Should there be costs and/or expenses in excess of the amount paid by the applicant in the application fee, the applicant shall bear any and all additional reasonable and necessary costs.

#### Section 28-105 - Filing of application.

(A) The original and five (5) complete paper copies of the application for site location approval and an electronic copy of same, including copies of all site plans, exhibits, and maps, shall be submitted to the office of the Village Clerk. Upon receipt of any such application and the receipt of the appropriate filing fee, the Village Clerk shall date stamp the application and immediately deliver one (1) copy of the application to the Mayor and Village Administrator of the Village.

(B) A copy of the application shall be made available for public inspection in the office of the Village Clerk and the local public library. Members of the public shall be allowed to obtain a copy of the application or any part thereof from the Village Clerk upon payment of the actual cost of reproduction.

#### Section 28-106 - Amendment of application.

(A) Any substantive information not included in the original application shall be inadmissible at the public hearing unless either allowed by the hearing officer pursuant to section 28-113 as rebuttal testimony, or the application is amended. This paragraph shall not pertain to plans, maps or other drawings or information contained in the application that are enlarged for public presentation purposes, and other demonstrative materials.

(B) At any time prior to completion by the applicant of the presentation of the applicant's factual evidence and an opportunity for cross-questioning by any party at the public hearing, the applicant may file not more than one (1) amended application. Said amended application shall conform to the requirements of section 28-102.

(C) If an amended application is filed, the time limitation for final action set forth in section 28-117 of this article shall be extended ninety (90) days.

Section 28-107 – Review of filed application.

(A) The Director of Public Works shall have the authority to coordinate the review of the application by Village staff and retained consultants as well as to render such reports, advice or recommendations to the Mayor and Village Board as the Director shall deem prudent to assisting the Mayor and Village Board in making their decision. The Director, Village staff, consultants and any other individuals assisting the Director shall not discuss the application or review thereof with, nor submit reports or recommendations, to the Mayor and Village Board except in accordance with the public hearing process set forth below.

(B) Should the Director desire to enter any reports, testimony or other evidence into the record of the public hearing, such shall be entered in accordance with the procedures set forth in this chapter.

Section 28-108 - Establish hearing date.

Within thirty (30) working days of the date an application is filed with the Village Clerk, the Mayor or Village Administrator shall determine the date, time and location upon which the public hearing on such application shall be held. The public hearing must be scheduled for a date no sooner than ninety (90) days but no later than one hundred twenty (120) days from the date the application was filed with the Village Clerk.

Section 28-109 - Notices of application and hearing.

The Mayor or Village Administrator shall notify the applicant of the date upon which such hearing shall be held and the applicant cause notice of the filing of the application and of such hearing to be made as follows:

(A) The applicant shall cause to be published a notice in a newspaper of general circulation in Champaign County, including within the Village. The notice shall be published no later than sixty (60) days from the date the application was filed with the Village Clerk. Such notice shall consist of the following:

1. The names and addresses of the applicant;
2. The legal description of the site;
3. The street address of the site; if there is no street address applicable to the property, a description of the site with reference to location, ownership or occupancy or in some other manner that will reasonably identify the site to residents of the neighborhood;
4. The nature and size of the proposed facility;
5. The nature of the activity proposed;
6. The probable life of the proposed facility;
7. The time and date of the public hearing;
8. The location of the public hearing; and
9. A statement that any person who may be affected by the siting of the facility may file an appearance ten (10) days before the hearing to become a party and that five (5) copies, plus an electronic copy, of all testimony and exhibits to be submitted at the public hearing by a party must be pre-filed with the Village Clerk at least ten (10) days prior to the public hearing and one (1) copy served upon the hearing officer and each party.

(B) No later than fourteen (14) days prior to the start of the public hearing, the applicant shall cause notice of the date, time and place of such hearing to be delivered by certified mail to all members of the General Assembly from the district in which the proposed site is located, to the

governing authority of every municipality contiguous to the proposed site or contiguous to the Village, to the Champaign County Board and to the Agency.

(C) No later than fourteen (14) days prior to the start of the public hearing, the applicant shall cause to be published in a newspaper of general circulation in Champaign County, including within the Village, notice of the public hearing published as a display advertisement. Such notice shall consist of all items described in paragraph (a) above except for items 2 and 9.

(D) No later than fourteen (14) days prior to the start of the public hearing, the applicant shall cause written notice of the public hearing to be served either in person, by registered mail, or by certified mail return receipt requested, on the same persons to whom pre-filing notice was provided pursuant to Section 28-103(A).

#### Section 28-110 - Additional parties.

(A) Any qualified person or entity (other than the applicant) who desires to participate in the public hearing as a party as defined in this article shall file an entry of appearance with the Village Clerk at least ten (10) days prior to the public hearing and serve a copy upon the hearing officer. Any such party shall submit either written testimony if the witness will not testify at the public hearing or a summary of the witness' opinions that he/she will testify to at the public hearing, the name, occupation, professional address, and qualifications of each witness and their testimony, and all other evidence relating to the application requirements pursuant to section 28-102, including, but not limited to, reports, studies and exhibits that the party desires to submit for the record by filing the original and six (6) copies, plus an electronic copy, of the same with the Village Clerk at least ten (10) days prior to the public hearing and by serving one (1) copy upon the hearing officer and one (1) copy upon each other party. The Village Clerk shall date stamp any appearance and evidence upon receipt. In the case of documentary evidence, any person shall be allowed to obtain copies of said evidence from the Village Clerk upon payment of the actual cost of reproduction.

(B) Any party appearing at the public hearing shall have the right to give testimony and comment on the suitability of the site location for the proposed use subject to this article.

(C) Any party shall have the right to be represented by an attorney at said public hearing. Only those parties represented by an attorney shall have the right to reasonable cross examination of witnesses.

(D) Only the applicant and other parties who have complied with this section can actively participate in the public hearing. All other persons and entities are limited to submitting written comments as allowed in section 28-119.

#### Section 28-111 - Host agreement.

If, prior to making a final local siting decision, the Village has negotiated and entered into a host agreement with the applicant, the terms and conditions of the host agreement, whether written or oral, shall be disclosed and made a part of the hearing record for that local siting proceeding. In the case of an oral agreement, the disclosure shall be made in the form of a written summary jointly prepared and submitted by the Village and the siting applicant which shall describe the terms and conditions of the oral agreement.

#### Section 28-112 - Hearing officer.

(A) The mayor shall appoint the hearing officer for the public hearing.

(B) The hearing officer shall preside over the public hearing and shall make any decisions concerning the admission of evidence and the manner in which the hearing is conducted subject to this article. The hearing officer shall make all decisions and rulings in accordance with fundamental fairness. The powers and duties of the hearing officer shall include, but not be limited to, the following:

- (1) Preside over the public hearing to ensure fundamental fairness;
- (2) Arrange for the presence of a certified court reporter to attend and transcribe the conduct of all public hearings for the public record.
- (3) Require everyone to state his or her position with respect to the proposal;
- (4) Administer oaths and affirmations;
- (5) Examine witnesses and direct witnesses to testify for the sole purpose of clarifying the record established by the parties at the public hearing;
- (6) Regulate the course of the hearing as set forth in this article including the conduct of the parties, their counsel and other persons;
- (7) Establish reasonable limits on the duration of the testimony and questioning of any witness and limit repetitious or cumulative testimony and questioning;
- (8) Consider and rule upon objections and evidentiary questions, with the understanding that such rulings must be consistent with fundamental fairness, but need not be in strict compliance with the Illinois Supreme Court, Illinois Code of Civil Procedure, or any local rules of evidence governing actions in the circuit courts;
- (9) Exclude irrelevant, immaterial, or unduly repetitious testimony or other evidence;
- (10) Consider and rule as justice may require upon appropriate motions;
- (11) Allow the introduction of late-filed evidence, be it written or testimonial, on behalf of a party, provided good cause is shown for the late-filing, the evidence is offered in and is relevant to the rebuttal portion of the applicant's or party's case, and evidence was filed with the Village Clerk at least one day before the public hearing at which it is offered, and fundamental fairness to all parties will be preserved;
- (12) Grant recesses of the public hearing determined to be required;
- (13) Cause a written transcript to be made of the public hearing and may cause a daily audiotape(s) to be recorded, and cause such transcript and audiotape(s), if any, to be delivered to the Village Clerk; and,
- (14) At the conclusion of the public hearing and after consideration of all timely-filed written comments, prepare and submit draft written findings (of fact or law) to the Mayor and Village Board and file a copy of such findings with the Village Clerk.

#### Section 28-113 - Public hearing.

(A) The public hearing shall be open to the public. Any village board member and any other officer(s) or employees of the Village may attend.

(B) The public hearing shall be conducted by the hearing officer substantially as follows:

- (1) Call to order.
- (2) Introduction of the hearing officer.
- (3) Acknowledgment of receipt of fees, certification of notices, and date of filing of the completed application for site location approval.
- (4) Identification of parties which pre-filed testimony and which pre-filed exhibits pursuant to this article.
- (5) The applicant, and other parties may make an opening statement.

(6) The hearing officer shall then enter into the record the pre-filed written testimony from the applicant as if read and/or any witnesses the applicant may wish to call and any evidence it wishes to present. Upon the close of the cross-examination of applicant's witnesses, the hearing officer shall enter into the record the pre-filed written testimony by other parties as if read and/or their witnesses and the evidence they wish to present. These other parties may or may not be represented by counsel. Upon the close of the applicant's and other parties' testimony and evidence, the hearing officer shall enter into the record the pre-filed written testimony by the Village as if read and/or its witnesses and the evidence it wishes to present. All witnesses of the applicant and other parties, including the Village, are subject to cross-examination by the applicant and any other party who is represented by counsel. Upon the close of the Village's presentation of evidence, the applicant will be allowed to present rebuttal evidence at the discretion of the hearing officer. Any surrebuttal will also be at the hearing officer's discretion.

(7) The testimony submitted prior to hearing will be entered into the record as if read, unless the hearing officer determines that it will aid public understanding to have the testimony read. Modifications to previously submitted testimony and exhibits may be allowed by the hearing officer at hearing provided that such modifications are either non-substantive in nature or would not materially prejudice another party's participation at hearing. Objections to such modifications are waived unless raised at hearing.

(8) Everyone shall testify under oath. Testimony may include the use of exhibits. Everyone shall be subject to reasonable questioning as follows: direct, cross questioning, redirect, recross, etc. After all parties have presented testimony, reasonable rebuttal, surrebuttal, etc., may be allowed at the discretion of the hearing officer.

(9) Should any issues, facts, data, or other evidence arise during the course of the public hearing, which were not apparent or reasonably foreseeable by any party from the application as filed with the Village Clerk, such situation may constitute grounds for a recess in the public hearing for a period not to exceed five (5) working days to allow all parties time to prepare responses to such evidence. Upon reconvening the public hearing, the hearing officer may allow admission of such additional information as comports with the hearing officer's determination of fundamental fairness.

(10) Closing statement including legal argument by applicant, other parties and the Village subject to limitations as imposed by the hearing officer.

(11) Rebuttal statement, if any, by the applicant, subject to limitations as imposed by the hearing officer.

(12) Hearing closed.

#### Section 28-114 - Motions.

(A) All motions shall be in writing, unless made orally on the record during the public hearing. The original and five (5) copies of any written motion and proof of service shall be filed with the Village Clerk ten (10) days prior to the date of the public hearing and one (1) copy shall be served upon the hearing officer and upon each party.

(B) At any time prior to the public hearing and after receipt of the motion, any other party may file a response to the motion. If no response is filed, the parties shall be deemed to have waived

objection to the granting of the motion, but such waiver of objection does not bind the hearing officer in a decision on the motion. Unless undue delay or material prejudice would result, the hearing officer shall not grant or deny any motion before the opening of the public hearing.

(C) The moving party shall not have the right to reply, except as permitted by the hearing officer to prevent material prejudice.

(D) No oral argument will be heard on a motion before the hearing officer unless so directed by the hearing officer.

(E) No interlocutory appeal may be taken from a ruling on a motion by the hearing officer.

(F) The filing of any motion under this section shall not stay the proceedings or extend the time for the performance of any act.

#### Section 28-115 - Public comments.

(A) The Village Clerk shall receive written comment from any person concerning the appropriateness of the proposed site location. Upon receipt of any such written comment the Village Clerk shall date stamp same and shall file such written comment and the postmarked envelope in which comment is received.

(B) Copies of such written comments shall be made available for public inspection in the office of the Village Clerk, and any person shall be allowed to obtain copies of any written comment upon payment of actual cost of reproduction.

(C) Any written comment received by the Village Clerk or postmarked not later than thirty (30) days after the last date of the public hearing shall be made part of the record of the public hearing as hereinafter described, and the Village Board shall consider any such timely written comments in making its final determination concerning said application. In the event that the thirtieth day falls on a Saturday, Sunday or holiday, the next day on which mail is delivered shall be considered the thirtieth day for purposes of this section.

#### Section 28-116 - Record of proceedings.

(A) The hearing officer shall be responsible for keeping the record of said hearing and shall file the record with the Village Clerk within forty-five (45) days after the date of the last public hearing.

(B) The record shall consist of the following:

- (1) The application for site location approval as described in section 28-102 above.
- (2) Certificate of notice given by applicant pursuant to section 39.2(b) of said Act.
- (3) All testimony, reports, studies, exhibits, written comments, or documents received into evidence at the public hearing.
- (4) The written transcript of the public hearing and the daily audiotape(s), if any.
- (5) Written comments filed by any person received by the Village Clerk postmarked within thirty (30) days after the date of the last public hearing.

(C) The Village Clerk shall be responsible for certifying all copies of the record of the public hearing.

#### Section 28-117 - Site location approval ordinance or resolution.

(A) The Village Clerk shall transmit a certified copy of the record of the public hearing to each member of the Village Board within fifty (50) days after the date of the close of the public hearing.

(B) The applicant shall have the burden of proof of the suitability of the site location for the proposed use. In making its decision on the application for site location approval, the Village Board shall base its decision on the following criteria:

- (1) The facility is necessary to accommodate the waste needs of the area it is intended to serve;
- (2) The facility is so designed, located and proposed to be operated that the public health, safety and welfare will be protected;
- (3) The facility is located so as to minimize incompatibility with the character of the surrounding area and to minimize the effect on the value of the surrounding property;
- (4) The facility is located outside the boundary of the one hundred-year flood plain, or the site is flood-proofed;
- (5) The plan of operations for the facility is designed to minimize the danger to the surrounding area from fire, spills, or other operational accidents;
- (6) The traffic patterns to or from the facility are so designed as to minimize the impact on existing traffic flows;
- (7) If the facility will be treating, storing or disposing of hazardous waste, an emergency response plan exists for the facility which includes notification, containment and evacuation procedures to be used in case of an accidental release;
- (8) If the facility is to be located in a county where the county board has adopted a solid waste management plan, the facility is consistent with that plan; and,
- (9) If the facility will be located within a regulated recharge area, any and all applicable requirements specified by the Illinois Pollution Control Board for such area have been met.

(C) The Village Board shall consider the certified record of proceedings and shall make a determination concerning the application, being to: grant the application without any conditions; grant the application but with conditions; or, deny the application. If it approves the application, the Board shall pass a site approval ordinance or resolution not later than one hundred and eighty (180) days after the filing of the application. If the application was amended by the applicant, the Village Board shall make its final determination within two hundred seventy (270) days of the initial filing of the application. The decision of the Village Board shall be in writing and shall specify the Village Board's finding of fact as to each of the nine (9) criteria and a determination of whether or not the applicant met its burden of proof as to each criterion. In its evaluation of the nine (9) criteria, the Village Board may also consider as evidence the previous operating experience and past record of violations and penalties of the applicant.

(D) The Village Board, in granting approval for a site, may impose such conditions as may be reasonable and necessary to accomplish the purposes of section 39.2 of the Act and are not inconsistent with regulations promulgated by the Illinois Pollution Control Board. The Village may provide for the right in an appropriate host agreement to make periodic inspections of the facility to determine whether or not it is being operated in a manner that is consistent with any special conditions imposed by the Village in the site location approval ordinance or resolution.

(E) The findings and determinations of the Village Board shall be mailed to each party, including the applicant, and shall be made available at the Village Clerk's office and may be copied upon payment of the reproduction costs. Any site location approval ordinance or resolution shall be mailed to all parties and shall be available for public inspection at the office of the Village Clerk and may be copied upon payment of the actual cost of reproduction.

(F) Any site location approval ordinance or resolution shall expire at the end of two (2) calendar years from the date upon which it is granted (3 years for a landfill) unless within that period the applicant has made application to the Agency for a permit to develop the site.

#### Section 28-118 - Transfer of siting approval.

Siting approval obtained pursuant to this article is transferable and may be transferred to a subsequent owner or operator. In the event that siting approval has been transferred to a subsequent owner or operator, that subsequent owner or operator assumes and takes subject to any and all conditions imposed upon the prior owner or operator by the Village pursuant to section 28-117. However, any such conditions imposed pursuant to that section may be modified by agreement between the subsequent owner or operator and the Village. Further, in the event that siting approval obtained pursuant to this article has been transferred to a subsequent owner or operator, that subsequent owner or operator assumes all rights and obligations and takes the facility subject to any and all terms and conditions of any existing host agreement between the prior owner or operator and the Village.

#### Section 28-119 - Restricted re-filing.

An applicant may not file a request for site location approval which is substantially the same as an application which was disapproved pursuant to a finding against the applicant under any of the criteria provided for in section 28-102 within the preceding two (2) years.

#### Section 28-120 – Operator’s license

(A) No person shall operate any pollution control facility without first obtaining a license from the Village and without first paying the appropriate fee as determined by the Village Board. Such fee shall be submitted to the Village Comptroller in conjunction with an application for a license and said fee shall be made payable to the Village. It shall be a precondition to obtaining such license that a site location approval ordinance has been adopted by the Village Board for said pollution control facility. Any such license may be suspended or revoked if the licensee violates any provision of this article or any special condition imposed on said pollution control facility by the Village Board. Any such operator's license is not transferable, and a new license shall be required for any change in the operator of said pollution control facility.

(B) During the term of any such license required by this section, the operator shall post a maintenance fund in the amount of fifteen thousand dollars (\$15,000.00) to be used by the Village to abate nuisances created by the operation of said pollution control facility. The amount of the maintenance fund must be submitted by the operator to the Village Comptroller after the operator's application for a license has been approved and must be received by the Village prior to issuance by the Village of the operator's license. If, upon written notice to the operator to abate a nuisance, the operator fails to abate the nuisance within forty-eight (48) hours, or otherwise to satisfy the Village that the nuisance will be abated in a reasonable time, the Village will access the maintenance fund and use those funds to take action to abate the nuisance. In the event the Village draws on the maintenance fund, the operator will deposit additional funds within seven (7) calendar days thereafter to maintain a minimum balance of fifteen thousand dollars (\$15,000.00). Upon expiration of a license, all monies remaining in the maintenance fund shall be refunded to the licensee.

Section 28-121 - Severability.

If any provision of this article or the application thereof to any party, person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this article which can be given effect without the invalid provisions or applications of this article and to the end that the provisions or applications of this article are declared to be severable.

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                                                                                                                                                               |                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>ITEM: Former Chanute Air Force Base<br/>Public Meeting</b><br>Update on PFAS Actions & Remedial<br>Investigation<br>Wednesday, June 11 at 7:00pm<br>Louis B. Schelling Memorial Board Room | DEPARTMENT: Administration |
| DATE: June 3, 2025                                                                                                                                                                            | AMOUNT:                    |
| ATTACHMENTS:                                                                                                                                                                                  | ADMINISTRATIVE NOTES:      |
| SUMMARY HIGHLIGHTS:                                                                                                                                                                           |                            |
| RECOMMENDED ACTION:                                                                                                                                                                           |                            |
| DEPARTMENT HEAD APPROVAL                                                                                                                                                                      | VILLAGE ADMINISTRATOR      |

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                                                                                                                                                                        |                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>ITEM: Light up Rantoul - Rotary Business Expo</b><br>Saturday, June 14   10:00am - 4:00pm<br>Flyover Film Studios (Chanute Hangar One)<br>Free Admission - Family Fun, Food, Drinks, Entertainment! | DEPARTMENT: Administration |
| DATE: June 3, 2025                                                                                                                                                                                     | AMOUNT:                    |
| ATTACHMENTS:<br><br>1. Rotary Business Expo Brochure                                                                                                                                                   | ADMINISTRATIVE NOTES:      |
| SUMMARY HIGHLIGHTS:                                                                                                                                                                                    |                            |
| RECOMMENDED ACTION:                                                                                                                                                                                    |                            |
| DEPARTMENT HEAD APPROVAL                                                                                                                                                                               | VILLAGE ADMINISTRATOR      |



## FLYOVER FILM STUDIOS:

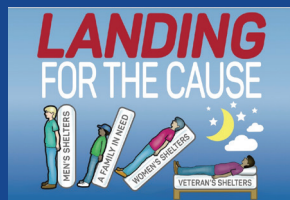
(709 Jenny Street, Hangar #1, Rantoul, IL)  
FREE ADMISSION and Open to the Public  
Up to 150 booths for Rotary Clubs and vendors

## EVENT SPONSORSHIPS:

- Title Sponsor \$5,000
- Platinum Sponsor \$1,000
- Gold Sponsor \$750
- Silver Sponsor \$500

## ENTERTAINMENT, FOOD, BEVERAGES:

- Family-Friendly
- BACH Orchestra 9:55 a.m. to 11:45 a.m. bring lawn chairs or blankets
- Fun & Games for Children & Families
- Inflatable kids play area
- Local Vendors, Businesses, & Nonprofits
- Arts & Crafts
- Silent Auction
- Food & Ice Cream Trucks
- Free Gifts
- Explore Rantoul Tours Available
- Community Celebration!
- Impact Rantoul!



**LANDING FOR THE CAUSE**  
**Mattress Dominoes for Charity**  
**District Conference April 2026**



**Mário César Martins de Camargo**  
President 2025-2026  
Rotary International



**John G. Calderon**  
Governor 2025-2026  
R I District 6490



US Marine Corp  
Vietnam Veteran

**UNITE  
FOR  
GOOD**



**John G Calderon**  
Rotary International District 6490  
**Cell anytime: 217-721-7929**  
rotarygovernor2025@gmail.com



**2025  
Business Expo**



★ **Rantoul, IL** ★  
Old Chanute Air Force Base

**June 14th, 2025**  
10 am - 4 pm

## TITLE SPONSORS



## PLATINUM SPONSORS

Mid Illinois Concrete  
 Rotary Past District Governor, Heather Stoa  
 P365 Fitness  
 Holy Cross School  
 St. Malachy School  
 Tatman's Towing  
 Busey Wealth Management  
 CEFCU  
 U of I Community Credit Union  
 Drake Zimmerman Group RAM-Global  
 Edward Jones/Grant Ghighi  
 Pepsi-Cola Champaign-Urbana Bottling Company  
 Holder Law Group  
 Robeson Properties, LLC  
 The Carter Education & Community Foundation  
 Atlas Total Home  
 Bautista Electric Enterprises

## GOLD SPONSORS

IMPACT Physical Therapy & Sports Recovery  
 LifeWise Tax Advisors

## SILVER SPONSORS

Promise Healthcare  
 Harrington Law, LLC  
 Dr. Donald Rokosch  
 Bloomington Bison

## SPECIAL THANKS

Crane Feeding and Speech

*Family Fun Event* ★ ★ ★ ★  
**OPEN TO THE PUBLIC!**

**COME ON OUT!**

Bounce House  
 Activity Playground  
 Face Painting

Food Trucks  
 Ice Cream Vendor  
 Pepsi Beverage Truck  
 Fresh Cooked Popcorn

Tours to the Rantoul Grand Sports Complex  
 Flyover Film Studio Tours  
 Other Special Tours Offered by the Village of Rantoul

MUSIC : 10 am - 11:30

- BACH (Baroque Artists of Champaign-Urbana) [baroqueartists.org](http://baroqueartists.org)
- Blake Alexander [blakealexanderentertainment.net](http://blakealexanderentertainment.net)
- Other special performances

150 BOOTHS!

Vendors, Businesses, Rotary Clubs, Nonprofits

- Sewing Machine Projects
- Shelterbox USA
- Aquaponic Farm
- Veterans Booths (Thank you all for your service)
- Swag and fun giveaways

MEGA EVENT AUCTION

Bid online or at the silent auction tables.

- Sports Memorabilia
- Mexico Cabo Trips
- Florida Trip
- And so much more!

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

|                                                                                                                                                                                                                                                                   |                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| ITEM: Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 5, to consider the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired | DEPARTMENT: Administration                |
| DATE: June 3, 2025                                                                                                                                                                                                                                                | AMOUNT:                                   |
| ATTACHMENTS:                                                                                                                                                                                                                                                      | ADMINISTRATIVE NOTES:                     |
| SUMMARY HIGHLIGHTS:                                                                                                                                                                                                                                               |                                           |
| RECOMMENDED ACTION:                                                                                                                                                                                                                                               |                                           |
| DEPARTMENT HEAD APPROVAL                                                                                                                                                                                                                                          | VILLAGE ADMINISTRATOR<br>Scott Eisenhauer |