



**Rantoul Village Board of Trustees
Regular Board Meeting
January 12, 2021
6:00 PM**

1. Call to Order

- (A) This meeting is being held virtually as authorized by Governor Pritzker during the COVID 19 pandemic

2. Invocation

3. Pledge of Allegiance

4. Roll Call

5. Approval of Agenda

6. Public Participation

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

- (A) Citizens wishing to address the Village Board are asked to call 217-892-6810 during the Public Participation portion of the meeting.

Section A - Consent Agenda

7. Approval of Consent Agenda by Omnibus Vote

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

- (A) Minutes of December 1, 2020 Special Board Meeting
(B) Minutes of December 1, 2020 Regular Study Session
(C) Minutes of December 8, 2020 Regular Board Meeting
(D) Review of Closed Minutes - Resolution No. 1-21-1325, A RESOLUTION DETERMINING WHETHER THE NEED FOR CONFIDENTIALITY STILL EXISTS OR IS NO LONGER REQUIRED AS TO ALL OR PART OF MINUTES OF ALL CONFIDENTIAL CLOSED MEETINGS

8. Approval of Any Items Removed from Consent Agenda

9. Motion to approve Bills and Monthly Financial Reports

Section B - Consideration of Bids, Contracts & Other Expenditures
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10. Discuss Easement Agreements between the Village of Rantoul and the Illinois Municipal Electric Agency (IMEA) for the Solar Project Phase 1 and Phase 2
11. Motion to authorize and approve Easement Agreements between the Village of Rantoul and the Illinois Municipal Electric Agency (IMEA) for the Solar Project Phase 1 and Phase 2
12. Discussion regarding purchase new air packs and cylinders from MES at a cost of \$361,122.11
13. Motion to authorize and approve waiving bidding process, and to purchase 100 Scott X3 Air Paks Pro CGA and cylinders from MES - \$361,122.11
14. Rantoul Family Sports Complex Update - Ryan Reid
15. AHW - John Deere - \$0 Lease Agreement for equipment at the Sports Complex
16. Discussion of purchase of SportsFence Portable Fence for Rantoul Family Sports Complex - \$150,024.00
17. Motion to authorize and approve waiving bidding process and to purchase SportFence portable fencing for the Sports Complex from SportsFence Marketing Enterprise, LLC for \$150,024.00
18. Discussion of purchase of 2 2019 Ford StarCraft Buses from Midwest Transit Equipment - \$121,894.00 and upon purchase declaring the 2000 Chevy 15 passenger Van and 2006 Chevy passenger bus surplus property
19. Motion to authorize and approve purchase of 2 2019 Ford StarCraft Buses from Midwest Transit Equipment - \$121,894.00 and upon purchase declaring the 2000 Chevy 15 passenger Van and 2006 Chevy passenger bus surplus property

Section C - Consideration of Ordinances & Resolutions
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20. Discussion to consider a local public agency agreement for federal participation concerning the roadway improvements associated with the resurfacing of Maplewood Drive.
21. Motion to pass Resolution No. 1-21-1322, A RESOLUTION AUTHORIZING AND APPROVING A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION CONCERNING THE ROADWAY IMPROVEMENTS ASSOCIATED WITH THE RESURFACING OF MAPLEWOOD DRIVE
22. Discussing of Forum Fitness Center Renovation & Expansion PARC Grant A/E Professional Services: Cordogan Clark
23. Motion to pass Resolution No. 1-21-1323, A RESOLUTION AUTHORIZING AND APPROVING A SERVICES CONTRACT BETWEEN THE VILLAGE OF RANTOUL AND CORDOGAN, CLERK & ASSOCIATES, INC.

24. Discuss Landscape Installation and Maintenance Contract with Deem Landscaping for the 2021 season - \$27,180.00 plus \$130 per occurrence, on an as needed basis
25. Motion to pass Resolution No. 1-21-1324, A RESOLUTION AUTHORIZING AND APPROVING A SERVICES CONTRACT BETWEEN THE VILLAGE OF RANTOUL AND DEEM LANDSCAPING, INC.

Section D - New Business

26. IMRF Payments to Retiring Employees re PA-099-0646

Section E - Public Announcements

Section F - Closed Session

27. **Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 1, to consider the employment compensation, discipline, performance, or dismissal of an employee**

Section G - Adjournment

28. Motion to Adjourn

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: This meeting is being held virtually as authorized by Governor Pritzker during the COVID 19 pandemic	DEPARTMENT: Administration
DATE: January 12, 2021	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Citizens wishing to address the Village Board are asked to call 217-892-6810 during the Public Participation portion of the meeting.	DEPARTMENT: Administration
DATE: January 12, 2021	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**Rantoul Village Board of Trustees
Special Board Meeting
December 1, 2020**

A Special Virtual Board Meeting of the Board of Trustees of the Village of Rantoul was held at 6:00 P.M on Tuesday, December 1, 2020. Mayor Smith called the proceeding to order.

Roll Call

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

Mayor Smith and Trustees, Hall, Gamel, Wilkerson, Wilson, Johnson & Workman – 7.

The following representatives of Village Departments were also present: Scott Eisenhauer, Administrator; Jake McCoy, Assistant Public Works Director; Elected Village Clerk Mike Graham.

Public Participation

NONE.

Motion to authorize and approve a Service Agreement with River City Construction to Remove the East WWTP Digester Lid. Trustee Workman moved for approval and Trustee Hall seconded the motion.

The Clerk Called the Roll:

The Motion Carried By A Vote of **6 – 0**.

Motion to Adjourn

Trustee Johnson moved for approval and Trustee Wilkerson seconded the motion.

The Rantoul Village Board Adjourned the meeting at 6:08 P.M.

APPROVED January 12, 2021

Charles Smith
Village President

ATTEST:

Mike Graham
Village Clerk

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois do hereby certify that the foregoing minutes are a true and correct copy of the Special Meeting of the Board of Trustees held December 1, 2020 as the same appears on the records of the Village now in my custody and keeping.

Mike Graham
Village Clerk

**Rantoul Village Board of Trustees
Regular Study Session
December 1, 2020
6:10 P.M.**

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

A regular Virtual Study Session of the Board of Trustees of the Village of Rantoul was held at 6:10 P.M. Mayor Smith called the proceeding to order.

Roll Call

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

Mayor Smith, Trustees Hall, Gamel, Wilkerson, Wilson, Johnson and Workman – 7.

The following representatives of Village Departments were also present: Scott Eisenhauer; Administrator; Jake McCoy, Assistant Public Works Director; Luke Humphrey, Recreation Director and Mike Graham, Clerk.

Trustee Wilson moved to approve the Agenda and Trustee Hall seconded the motion. The Clerk Called the roll and the Motion carried **6 – 0**.

Public Participation

Chris Powers spoke about the proposed Power Generating Solar Array.

Items from the Mayor

- Sponsorship Announcement from Recreation – Luke Humphrey. Mr. Humphrey indicated that Pepsi had pledged \$15,000.00 for a ten year period or a total of \$150,000.00 to be the sole provider of Soft Drinks at the Rantoul Family Sports Complex.

Items from Trustees

Trustee Hall inquired about the Village warming centers.

Items from the Clerk

- Minutes of Regular Study Session Board Meeting, November 3, 2020.
- Minutes of Regular Board Meeting November 10, 2020.
- Approval of 2021 Meeting Schedule.

These items will be taken the Regular Board Meeting on December 8, 2020 for approval.

Items from Administrator

- Approve An Ordinance No. 2657 Levying Taxes For The Village of Rantoul for the 2020 Tax Year.

- Approval of Abating Certain Tax Levy's General Obligation Bonds.
- Approve an Ordinance Providing For The Issuance of Taxable General Obligation Bonds and for a Levy of Taxes To Pay The Principle of an Interest of Such bonds and Related Matters.
- Approved revised License, Permit and Service Fees and Administrative Penalties Schedule – Ordinance No. 2664.
- IMRF Payments to Retiring Employee, Janet Gray, April of 2021 pursuant to PA 099-0646. This for information only and is required by Law as previously mentioned.
- Approval of Bills and Monthly Financial Reports.

These items will be taken to the Regular Village Board Meeting on Tuesday, December 8, for approval.

NOTE FROM RANTOUL VILLAGE CLERK, UNLESS OTHERWISE SPECIFIED BELOW ALL OF THE AGENDA ITEMS WILL BE TAKEN TO THE REGULAR VILLAGE BOARD MEETING, TUESDAY, December 8, 2020.

- Authorize the Mayor to sign an extension of a professional services agreement with OSF Healthcare system to provide ambulance service to the Village or Rantoul.
- Generation Siting & Operating Agreement - Phase 2 – IMEA.
- Local Public Agency Agreement with IDOT fir the use of STU/TARP for the resurfacing of Maplewood Drive.

There being no further business for the Rantoul Village Board, Mayor Smith declared the Study Session of the Rantoul Village Board adjourned.

MEETING ADJOURNED AT 7:56 P.M

Mike Graham
Village Clerk

APPROVED January 12, 2021

Charles Smith
Village President

ATTEST:

Mike Graham
Village Clerk

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois do hereby certify that the foregoing minutes are a true and correct copy of the Regular Study Session of the Board of Trustees held December 1, 2020 as the same appears on the records of the Village now in my custody and keeping.

Mike Graham
Village Clerk

**Regular Board Meeting
December 8, 2020
6:00 P.M.**

A Regular Board (Virtual) Meeting of the Board of Trustees of the Village of Rantoul was held at 6:00 P.M. Mayor Smith called the proceeding to order. Pastor Mark Wilkerson, Maranatha Baptist Church, Rantoul led the meeting in prayer, followed by the Pledge of Allegiance.

Roll Call

The Village Clerk called the roll, finding the following members present: Mayor Smith and Trustees, Hall, Gamel, Wilkerson, Wilson, Johnson and Workman – 7.

The following representatives of Village Departments were also present: Scott Eisenhauer, Administrator; Jake McCoy, Assistant Public Works Director; and Elected Village Clerk Mike Graham.

Approval of Agenda as Amended

Trustee Hall moved to approve the agenda as amended for the meeting. Trustee Wilson seconded the motion. The Clerk Called the Roll and the motion carried **6 - 0.**

Public Participation

Chris Powers spoke about the Solar Array.

Approval of Consent Agenda

Minutes from Regular Study Session, November 3, 2020.
Minutes from the Regular Board Meeting November 10, 2020
2021 Annual Meeting Schedule

Trustee Johnson moved for approval and Trustee Wilson seconded the motion.

The Clerk Called the Roll

The motion passed by a Roll Call Vote of **6 – 0.**

“NOTE FROM THE RANTOUL VILLAGE OF CLERK. ALL OF THE AGENDA ITEMS LISTED BELOW CARRIED BY ROLL CALL VOTE OF 6 TO 0. UNLESS OTHERWISE NOTED BELOW.”

Motion to approve Bills and Monthly Financial Reports. Trustee Johnson moved for approval and Trustee Wilkerson seconded the motion.

Motion to authorize and approve a Generation Siting and Operating Agreement with the Illinois Municipal Electric Agency. Trustee Hall moved to approve and Trustee Workman seconded the motion.

Motion to authorize and approve the Local Public Agency Agreement with IDOT for use of STU/TARP funds/grant for resurfacing Maplewood Drive. Trustee Hall moved for approval and Trustee Wilson seconded the motion.

Motion to pass Ordinance No. 2657, AN ORDINANCE LEVYING TAXES FOR THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, FOR THE 2020 TAX LEVY YEAR. Trustee Wilson moved for approval and Trustee Johnson seconded the motion.

Motion to pass Ordinance No. 2658, AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2020 TAX LEVY YEAR FOR THE GENERAL OBLIGATION BONDS, SERIES 2013A, OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2358. Trustee Johnson moved for approval and Trustee Hall seconded the motion.

Motion to pass Ordinance No. 2659, AN ORDINANCE AUTHORIZING ABATEMENT OF THE TAX LEVY FOR THE 2020 TAX LEVY YEAR FOR THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015, OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2410. Trustee Hall moved for approval and Trustee Gamel seconded the motion.

Motion to Pass Ordinance No. 2660, AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2020 TAX LEVY YEAR FOR THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2472. Trustee Johnson moved for approval and Trustee Workman seconded the motion.

Motion to pass Ordinance No. 2661, AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2020 TAX LEVY YEAR FOR GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019, OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2617. Trustee Wilson moved for approval and Trustee Hall seconded the motion.

Motion to pass Ordinance No. 2663, AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL. Trustee Workman moved for approval and Trustee Johnson seconded the motion.

Motion to pass Ordinance No. 2664, AN ORDINANCE ADOPTING A REVISED LICENSE, PERMIT AND SERVICE FEES AND ADMINISTRATIVE PENALTIES SCHEDULE. Trustee Hall moved for approval and Trustee Wilkerson seconded the motion.

Motion to pass Ordinance No. 2665, AN ORDINANCE OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS. Trustee Hall moved for approval and Trustee Workman seconded the motion.

Motion to pass Resolution No. 12-20-1321, A RESOLUTION AUTHORIZING AND APPROVING A SIXTH AMENDMENT TO EXTEND THE TERM OF THE PROFESSIONAL SERVICES AGREEMENT (Pro Ambulance). Trustee Wilson moved for approval and Trustee Johnson seconded the motion.

Motion to Adjourn

Trustee Johnson moved for approval and Trustee Hall seconded the motion,

The Clerk Called the Roll:

The motion carried by a Roll Call vote of **6 – 0**.

The Rantoul Village Board adjourned the Regular Meeting at 7:04 P.M.

Mike Graham, Clerk

Approved January 12, 2021

Charles Smith
Village President

ATTEST:

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the forgoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held December 8, 2020 as the same appears on the records of the Village now in my custody and keeping.

Mike Graham, Village Clerk

CLOSED MEETINGS
December 16, 2020

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
	Feb. 8, 1996	FOP negotiation matters	X	
	June 6, 1996	FOP negotiation matters	X	
	Sept. 25, 1996	Specific employee matter - Comptroller	X	
	Dec. 14, 1996	Specific employee matter - Administrator	X	
	Jan. 14, 1997	Specific employee matter - Administrator	X	
	Feb. 28, 1997	Specific employee matter - Administrator	X	
	June 3, 1997	FOP negotiation matters	X	
	July 1, 1997	FOP negotiation matters	X	
	Dec. 2, 1997	IBEW negotiation matters	X	
	Jan. 13, 1998	Specific employee matter - Elec. Supt.	X	
	May 12, 1998	IBEW negotiation matters	X	
81	Oct. 6, 1998	IBEW negotiation matters	X	
109	April 19, 1999	FOB Negotiations	X	
182	Sept. 12, 2000	FOB Negotiations	X	
210A	June 12, 2001	Specific employee matter - Exec. Sec.	X	
	March 5, 2002	Specific employee matter - Exec. Sec.	X	
242	March 18, 2002	Specific employee matter - Econ. Dev. Dir.	X	
246	May 14, 2002	Specific employee matter - Fire Chief	X	
257	June 4, 2002	Specific employee matter - Fire Chief	X	
259	June 27, 2002	Specific employee matter - Econ. Dev. Dir.	X	
268	August 26, 2002	IBEW negotiation matters	X	
270	Sept. 3, 2002	IBEW negotiation matters	X	
270	Dec. 3, 2002	Specific employee matter - IMS Manager	X	
280	Jan. 7, 2003	Specific employee matter-Sr Computer Tech	X	
284	Feb. 4, 2003	Specific employee matter - IMS employee	X	
291	March 11, 2003	Specific employee matter - CD employee	X	
291	April 1, 2003	Specific employee matter - CD employee	X	
291	April 8, 2003	Specific employee matter - CD employee	X	
295	Nov. 4, 2003	FOP negotiation matters	X	
332	Feb. 3, 2004	FOP negotiation matters	X	
337	Feb. 17, 2004	FOP negotiation matters	X	
354	June 8, 2004	Specific employee matter - Econ. Dev. Dir.	X	
366	August 12, 2004	Specific employee matter - Administrator	X	

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
368	August 25, 2004	Special Board Meeting - Administrator	X	
370	August 25, 2004	Specific employee matter - Administrator	X	
370	Sept. 2, 2004	Specific employee matter - Administrator	X	
373	Sept. 7, 2004	Specific employee matter - Administrator	X	
374	Sept. 14, 2004	Specific employee matter - Administrator	X	
375	Sept. 14, 2004	Specific employee matter - Administrator	X	
485	Aug. 8, 2006	Specific employee matter - Econ. Dev. Dir.	X	
493	Oct. 16, 2006	Specific employee matter - Econ. Dev. Dir.	X	
494	Oct. 16, 2006	Specific employee matter - Econ. Dev. Dir.	X	
495	Oct. 18, 2006	Specific employee matter - Econ. Dev. Dir.	X	
496	Oct. 18, 2006	Specific employee matter - Econ. Dev. Dir.	X	
497	Oct. 18, 2006	Specific employee matter - Econ. Dev. Dir.	X	
499	Nov.2, 2006	Specific employee matter - Econ. Dev. Dir.	X	
500	Nov.2, 2006	Specific employee matter - Econ. Dev. Dir.	X	
502	Nov. 7, 2006	Specific employee matter - Attorney	X	
503	Nov. 13, 2006	Specific employee matter - Econ. Dev. Dir.	X	
506	Dec. 5, 2006	Specific employee matter - Administrator	X	
509	Dec. 14, 2006	Appointment of legal counsel	X	
509	Dec. 14, 2006	Appointment of legal counsel	X	
511	Jan 2. 2007	Specific employee matter - Administrator	X	
516	Feb. 6, 2007	Specific employee matter - Econ. Dev. Dir.	X	
524	March 13, 2007	Specific employee matter - Administrator	X	
560	Nov. 6, 2007	IBEW Negotiations	X	
560	Nov. 6, 2007	Specific employee matter - IT Director	X	
569	Jan 16. 2008	Specific employee matter - Administrator	X	
576	March 4, 2008	Specific employee matter - HR Manager	X	
578	March 11, 2008	FOP Negotiations	X	
583	April 8, 2008	Specific employee matter - HR Manager	X	
586	April 16, 2008	Specific employee matter - Administrator	X	
587	April 16, 2008	Specific employee matter - Administrator	X	
588	April 17, 2008	Specific employee matter - Administrator	X	
589	April 17, 2008	Specific employee matter - Administrator	X	
593	May 13, 2008	Specific employee matter - Administrator	X	
595	May 22, 2008	Specific employee matter - Administrator	X	
606	July 15, 2008	Specific employee matter - Administrator	X	
611	Aug. 12, 2008	Specific employee matter - Administrator	X	
617	Sept. 9, 2009	FOP Negotiations	X	
619	Oct. 7, 2008	FOP Negotiations	X	
625	Dec. 2, 2008	FOP Negotiations	X	

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
657	Nov. 3, 2009	Specific employee matter - Fire Dept.	X	
657	Nov. 3, 2009	FOP Negotiations	X	
671	March 2, 2010	Specific employee matter - Police Dept.	X	
676	April 6, 2010	FOP Negotiations	X	
689	Aug. 17, 2010	FOP Negotiations	X	
689	Aug. 17, 2010	Specific employee mattter - HR Manager	X	
696	Oct. 12, 2010	FOP Negotiations	X	
700	Nov. 9, 2010	Specific employee matter - Fire Dept.	X	
700	Nov. 9, 2010	Pending litigation	X	
719	June 7, 2011	Collective Bargaining	X	
730	Sept. 6, 2011	Personnel	X	
749	May 1, 2012	FOP	X	
760	Oct. 10, 2012	IBEW & FOP Sgts.	X	
763	Nov. 6, 2012	FOP Negotiations	X	
763	Nov. 13, 2012	FOP Negotiations	X	
766	Jan. 8, 2013	Personnel	X	
766	Jan. 8, 2013	FOP Negotiations	X	
792	Jan. 7, 2014	Review of Closed Minutes	X	
794	Feb. 4, 2014	Litigation	X	
797	March 11, 2014	Personnel	X	
798	March 11, 2014	Personnel	X	
800	April 8, 2014	Personnel	X	
809	Aug. 5, 2014	Review of Closed Minutes	X	
812	Aug. 21, 2014	Personnel - Administrator Interview	X	
813	Aug. 21, 2014	Personnel - Administrator Interview	X	
	December 1, 2015	Litigation	X	
	December 21, 2015	Employment	X	
	April 26, 2016	FOP Negotiations	X	
	April 11, 2017	Purchase/Lease of Property	X	
	May 2, 2017	Purchase/Lease of Property	X	
	June 13, 2017	Personnel - need minutes	X	
	July 5, 2017	Review Closed Minutes	X	
	Aug. 24, 2017	Purchase/Sale of Property	X	
	Aug. 24, 2017	Personnel	X	
	Sept. 5, 2017	IBEW Negotiations	X	
	Sept. 5, 2017	Personnel	X	

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
	Oct. 5, 2017	Personnel	X	
	Oct. 10, 2017	Personnel	X	
	Oct. 19, 2017	Personnel	X	
	Nov. 7, 2017	Sale or Lease of Property	X	
	Dec. 5, 2017	Sale or Lease of Property	X	
	Dec. 12, 2017	Sale or Lease of Property	X	
	Jan. 9, 2018	Sale or Lease of Property	X	
	Feb. 3, 2018	Review Closed Session Minutes	X	
	Feb.13, 2018	Board Self-evaluation	X	
	March 6, 2018	Sale or Lease of Property	X	
	March 27, 2018	Real Estate & Personnel	X	
	April 23, 2018	Board Self-evaluation	X	
	May 1, 2018	Real Estate	X	
	May 1, 2018	Litigation	X	
	May 1, 2018	Personnel	X	
	Aug. 1, 2018	Review Closed Session Minutes	X	
	Aug. 28, 2018	Personnel	X	
	Sept. 4, 2018	Sale of Property	X	
	Sept. 4, 2018	Personnel - Administrator	X	
	Sept. 11, 2018	Board Self-evaluation	X	
	Sept. 11, 2018	Personnel - Administrator	X	
	Oct. 2, 2018	Sale of Property	X	
	Oct. 2, 2018	Personnel - Administrator	X	
	Dec. 4, 2018	Sale of Property	X	
	Dec. 4, 2018	Legal Counsel	X	
	March 5, 2019	Sale or lease of property	X	
	March 5, 2019	Purchase or lease of property	X	
	April 2, 2019	FPO Negotiations	X	
	April 2, 2019	Purchase or lease of property	X	
	April 2, 2019	Sale or lease of property	X	
	April 2, 2019	Sale or lease of property	X	
	May 7, 2019	FOP Negotiations	X	
	May 7, 2019	Sale or lease of property	X	
	June 4, 2019	Sale or lease of property	X	
	July 9, 2019	Review of closed minutes	X	
	Aug. 13, 2019	Sale or lease of property	X	
	Aug. 13, 2019	FOP Negotiations	X	
	Dec. 3, 2019	Sale or lease of property	X	
	Dec. 10, 2019	Sale or lease of property	X	
	Jan. 7, 2020	Review of closed minutes	X	
	June 9, 2020	Personnel	X	

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
	July 14, 2020	Review of closed minutes	X	
	Oct. 13, 20	Personnel	X	

RESOLUTION NO. 1-21-1325

**A RESOLUTION
DETERMINING WHETHER THE NEED FOR
CONFIDENTIALITY STILL EXISTS OR IS NO LONGER REQUIRED
AS TO ALL OR PART OF MINUTES OF ALL CONFIDENTIAL CLOSED MEETINGS**

WHEREAS, Section 2.06 of the Open Meetings Act (5 ILCS 120/2.06) requires each public body to periodically, but no less frequently than semi-annually, to meet to review minutes of all closed meetings and to make a determination, reported in open session, that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection, and

WHEREAS, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) have met to review the minutes of all closed meetings which remain confidential as of the date hereof as detailed on the attached list (the “**Confidential Closed Meeting Minutes**”) in order to make such determination.

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

Section 1. That the Corporate Authorities of the Village hereby expressly find and determine that: (1) confidentiality still exists in connection with those Confidential Closed Meeting Minutes designated by an “X” in the column under the heading “Confidentiality Still Exists”, and (2) confidential treatment is no longer required in connection with those Confidential Closed Meeting Minutes designated by an “X” in the column “To Be Made Available” in that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential.

Section 2. That the Village Clerk shall make those Confidential Closed Meeting Minutes so designated by an “X” in the column “To Be Made Available”, if any, available for public inspection.

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

PASSED this 12th day of January, 2021.

Village Clerk

APPROVED this 12th day of January, 2021.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Discuss Easement Agreements between the Village of Rantoul and the Illinois Municipal Electric Agency (IMEA) for the Solar Project Phase 1 and Phase 2	DEPARTMENT: Public Works
DATE: January 12, 2021	AMOUNT:
ATTACHMENTS: 1. Solar Easement	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE <u> </u> OF <u> </u>
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ITEM: Rantoul Solar Easement Agreements with IMEA for Project Phase 1 and Phase 2	DEPARTMENT: Public Works
AGENDA SECTION:	PROJECT AMOUNT: \$20.00
ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: January 05, 2021
SUMMARY HIGHLIGHTS: This Agenda Item provides for two (2) Easement Agreements between the Village of Rantoul and the Illinois Municipal Electric Agency (IMEA) for access to the Solar Project Phase 1 and Solar Project Phase 2 as provided for in the Generation Siting and Operating Agreements as previously approved. The current License Agreement for the initial phase (Phase 1) was developed when the Village controlled the site under the Air Force Master Lease. As the Village now has official title to the properties, the Phase 1 agreement is being updated to reflect that ownership. As the Phase 1 and Phase 2 are being developed on separate time lines (~5 year difference), it is recommended that separate agreements be executed and recorded for the individual solar sites. The IMEA requests an easement from the Village to continue to operate and maintain the solar electric generation facility across Parcel D5 (Phase 1) and a 15 ft. wide ingress-egress easement along the south side of said parcel to ensure access from Titan Drive. The IMEA is also requesting to obtain an easement from the Village to construct, operate, and maintaining the expanded solar electric generation facility across Parcel Ga-2 (Phase 2).	
RECOMMENDED ACTION: Authorize the approval of the Easement Agreements between the Village of Rantoul and the Illinois Municipal Electric Agency (IMEA) for the Solar Project Phase 1 and Phase 2	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  Jacob D. McCoy, P.E. 	VILLAGE ADMINISTRATOR: Scott Eisenhauer
AGENDA PAGE NUMBER:	

EASEMENT

This Easement Agreement is entered into this ____ day of ____, 20__ between the VILLAGE OF RANTOUL, an Illinois municipality, hereinafter referred to as the Grantor, and the ILLINOIS MUNICIPAL ELECTRIC AGENCY, a municipal corporation and unit of local government of the State of Illinois, hereinafter referred to as the Grantee.

The following recitals of fact are a material part of this instrument:

A. The Grantor is the owner of a tract of land described as follows and hereafter referred to as the Easement Parcel:

A tract of land being part of Section 12, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows, with bearings on the Illinois State Plane Coordinate System, East Zone: Commencing at the Southeast Corner of the Southeast Quarter of Section 11, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, proceed South 89°33'25" West along the South Line of said Southeast Quarter 75.78 feet; thence North 00°11'40" West 726.19 feet to the Southwest Corner of Parcel D5 as shown and described on a Plat of Survey by David E. Atchley, Illinois Professional Land Surveyor Number 2950, dated August 14, 2014, proceed along the following lines, all being part of the South and East lines of said Parcel D5: South 89°55'52" East 1322.90 feet; thence North 04°21'46" East 273.54 feet; thence South 89°27'17" West 93.75 feet; thence North 00°32'27" West 57.00 feet to the True Point of Beginning, said point being on the East Line of said Parcel D5; thence South 77°54'48" West 119.69 feet; thence South 81°25'08" West 148.04 feet; thence South 69°55'24" West 249.24 feet; thence South 74°12'41" West 110.20 feet; thence South 81°29'08" West 96.53 feet; thence North 00°00'00" East 345.00 feet to a North Line of said Parcel D5; thence along the following lines, all being on the North and East lines of said Parcel D5: North 74°58'21" East 71.10 feet; thence North 69°38'59" East 53.74 feet; thence North 67°03'17" East 48.81 feet; thence North 45°59'08" East 60.35 feet; thence North 39°37'18" East 70.36 feet; thence North 32°40'39" East 69.09 feet; thence North 28°51'22" East 100.18 feet; thence North 29°33'57" East 98.99 feet; thence North 37°05'15" East 83.06 feet; thence North 49°33'35" East 34.30 feet; thence North 89°27'33" East 230.00 feet; thence South 00°32'27" East 643.00 feet to the True Point of Beginning, encompassing 8.467 acres, more or less.

B. The Easement Parcel presently encompasses a 1 MW solar electric generating facility on land on the former site of the Chanute Air Force Base. The Easement Parcel is depicted on Exhibit A which is attached hereto and incorporated herein by reference.

C. The Grantee is a municipal power agency created under and empowered by the Illinois Joint Municipal Electric Power Act, 65 ILCS 11-119.1-1 et seq.

D. The Grantor is an Illinois municipality that owns and operates its own municipal electric distribution system and utility, and it is a Member-owner of the Grantee. The Grantor

presently hosts the existing solar electric generation facility on the Easement Parcel that is interconnected with the Grantor's distribution system and provides the electricity therefrom to serve the citizens and businesses of the Grantor. The Grantor previously granted the Grantee a license to use the Easement Parcel for the purpose of constructing, operating and maintaining the solar electric generating facility until such time as the transfer of ownership of the Easement Parcel from the Air Force to the Grantor was completed and an exclusive easement, replacing the license, could be granted by the Grantor to the Grantee.

E. With the ownership transfer of the Easement Parcel to the Grantor now complete, the Grantee wishes to obtain an easement from the Grantor for the purpose of continuing to operate and maintain the solar electric generation facility, which consists of photovoltaic panels, inverters, ground mount support structures and related equipment, hereinafter referred to as the Facilities, on the Easement Parcel and for access thereto.

F. For the purposes stated above, the Grantor is willing to grant to the Grantee an exclusive easement upon, over, under and across the Parcel for the above purpose and an easement for access to the Easement Parcel over adjacent land owned by the Village that is described as follows and hereafter referred to as the Access Parcel:

A tract of land 15 feet in width being part of Section 12, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, with bearings on the Illinois State Plane Coordinate System, East Zone, the centerline being described as follows:

Commencing at Village of Rantoul Brass Monument #376, also being a point of curvature along the west right-of-way line of Titan Drive, proceed 277.86 feet along a curve to the left, concave to the northeast, having a chord bearing of South 25°15'52" East, chord length of 269.21 feet, and radius of 319.94 feet to the True Point of Beginning; thence South 70°51'27" West 53.24 feet; thence North 85°55'39" West 224.27 feet; thence South 78°02'44" West 155.03 feet; thence South 81°25'08" West 146.47 feet; thence South 69°55'24" West 247.81 feet; thence South 74°12'41" West 112.47 feet; thence South 81°29'08" West 101.33 feet to the Point of Terminus, encompassing 0.358 acres, more or less, in Champaign County, Illinois.

G. The Access Parcel is presently an unpaved roadway on the former site of the Chanute Air Force Base. The Access Parcel is depicted on Exhibit B which is attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. GRANT OF EASEMENT FOR SOLAR SITE. The Grantor hereby grants to the Grantee, its successors, assigns, lessees, and/or licensees the perpetual right, privilege, easement and authority, subject to the reversion clause set forth herein, to operate, maintain, repair, replace and remove the Facilities, including but not limited to the necessary support structures, photovoltaic

panels, inverters, meters, wires, energy storage facilities, security fencing, communications equipment and any and all other equipment reasonably necessary or convenient for the safe and proper operation and functioning of a solar generation facility, upon, over, under and across the Easement Parcel to form a part of the Facilities to be owned and operated by the Grantee, its successors, assigns, lessees, and/or licensees, together with the right of ingress, egress and access to and from the Easement Parcel in the exercise of the rights granted herein. Hereinafter, the term Grantee shall include Grantee, itself, and/or its successors, assigns, lessees, and licensees.

2. GRANT OF EASEMENT FOR ACCESS LANE. The Grantor hereby further grants to the Grantee the perpetual right, privilege, easement and authority of ingress, egress and access to and from the Easement Parcel upon, over and across the Access Parcel.

3. EASEMENTS PERPETUAL. The easements granted hereby shall be perpetual easements, subject to the reversion clause set forth herein, for use of the Easement Parcel for the above stated purpose and for ingress and egress upon, over, under, across and for access to and from the Easement Parcel and the Facilities to be located on the Easement Parcel.

4. WARRANTIES OF TITLE. The Grantor warrants that it has good and indefeasible fee simple title to the Easement Parcel, subject only to covenants, easements and restrictions of record.

5. RIGHT TO CONTROL GROWTH OF TREES, BUSHES AND WEEDS. The Grantee shall have the right at all times, present and future, to cut, trim, or otherwise control the growth of any and all trees, bushes and weeds growing upon, over or adjacent to the Easement Parcel as may be necessary in the opinion of the Grantee for the installation, construction, operation, maintenance, repair, replacement, reconstruction and ultimately the removal of the Facilities.

6. LAND USE RESTRICTIONS. Grantor expressly reserves unto itself the use of the Easement Parcel for its electric utility purposes except to the extent such would interfere with the safe and proper operation and functioning of the Facilities and/or the use thereof by the Grantee. Grantor agrees not to erect any building or structure or create or permit any hazard or obstruction of any kind or character upon said Easement Parcel which may interfere with the safe and proper operation and functioning of the Facilities and/or the use thereof by the Grantee without written consent from the Grantee.

7. DAMAGE TO PROPERTY. Any and all damage to the Easement Parcel resulting from the Grantee's construction, operation, maintenance, repair, replacement and/or removal of the Facilities shall be repaired, replaced or reimbursed by the Grantee.

8. GENERATION SITING AND OPERATING AGREEMENT. Grantor and Grantee have executed a Generation Siting and Operating Agreement which governs their respective rights and responsibilities with respect to the Facilities.

9. REVERSION. The easement granted herein is subject to the express condition that when the Easement Parcel ceases to be used by the Grantee as the site of a solar generation

facility, or if it shall be abandoned by the Grantee prior to such event, the perpetual right, privilege, easement and authority granted herein shall be forfeit, the easement shall be automatically released and all rights with respect to the Easement Parcel shall revert to the Grantor. Likewise, the easement shall terminate in all respects if the Grantor acquires ownership of the solar generation facility on the Easement Parcel.

10. SUCCESSORS AND ASSIGNS. This Easement Agreement shall be binding upon the successors, assigns, lessees and licensees of each party.

IN WITNESS WHEREOF the duly authorized representative of the Grantor has hereto set his or her hand and the duly authorized representative of the Grantee has set his hand this ____ day of _____, 20__.

VILLAGE OF RANTOUL

Grantor

Accepted:

ILLINOIS MUNICIPAL ELECTRIC AGENCY

By: _____
President & CEO

This Instrument Prepared By:

Troy A. Fodor
Vice President & General Counsel
ILLINOIS MUNICIPAL ELECTRIC AGENCY
3400 Conifer Drive
Springfield, Illinois 62711

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY, that _____, who is personally known to me to be the
_____ of the VILLAGE OF RANTOUL, an Illinois municipality, and
personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he executed the said
instrument as such officer of said municipality, pursuant to authority given by the Board of Trustees
of said municipality, and as his free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

Notary Public (Seal)

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

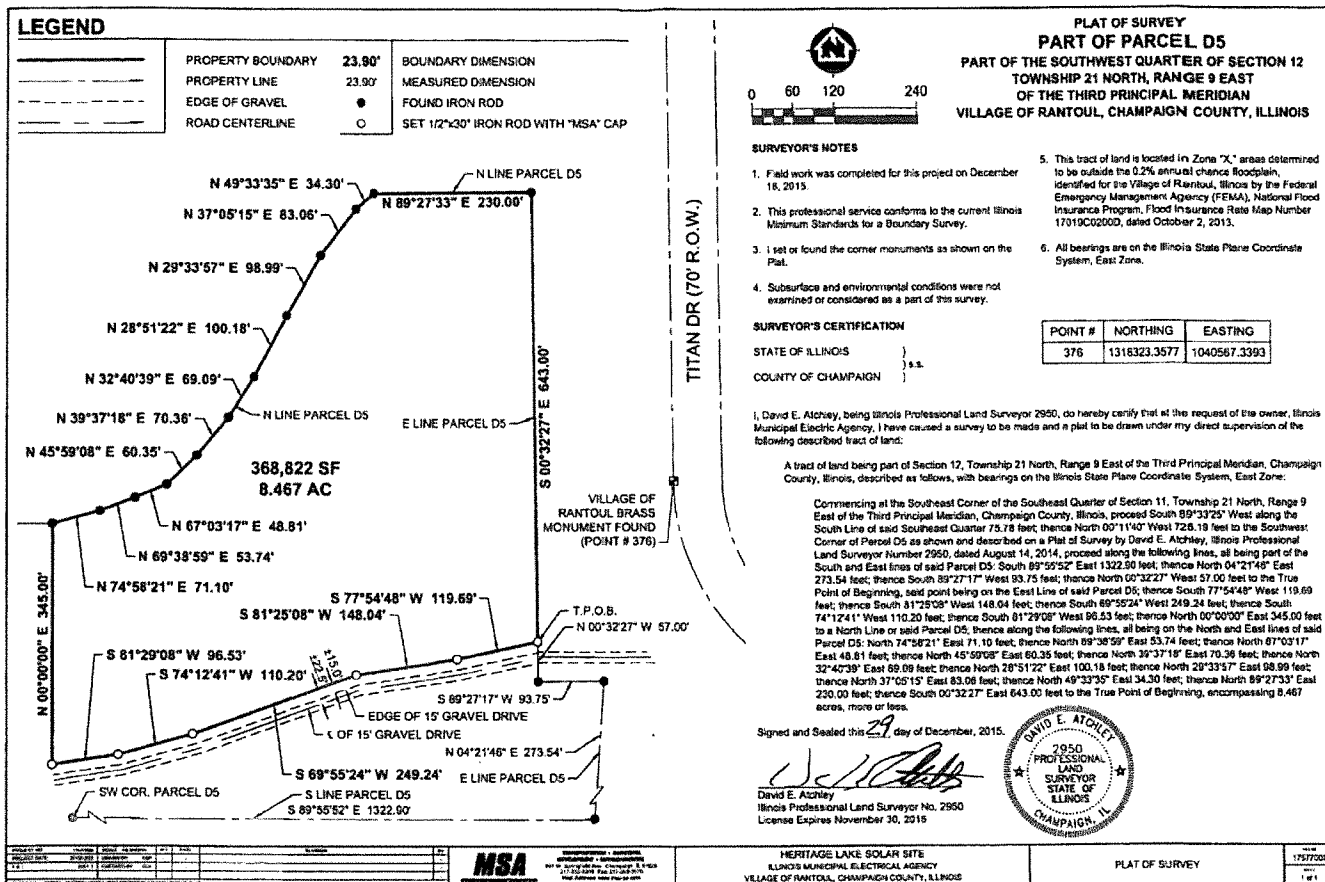
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY, that KEVIN M. GADEN, who is personally known to me to be the
PRESIDENT & CEO of the ILLINOIS MUNICIPAL ELECTRIC AGENCY, a municipal
corporation and unit of local government of the State of Illinois, and personally known to me to be
the same person whose name is subscribed to the foregoing instrument, appeared before me this day
in person and acknowledged that he executed the said instrument as such officer of said municipal
corporation, pursuant to authority given by the Board of Directors of said municipal corporation,
and as his free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

Notary Public (Seal)

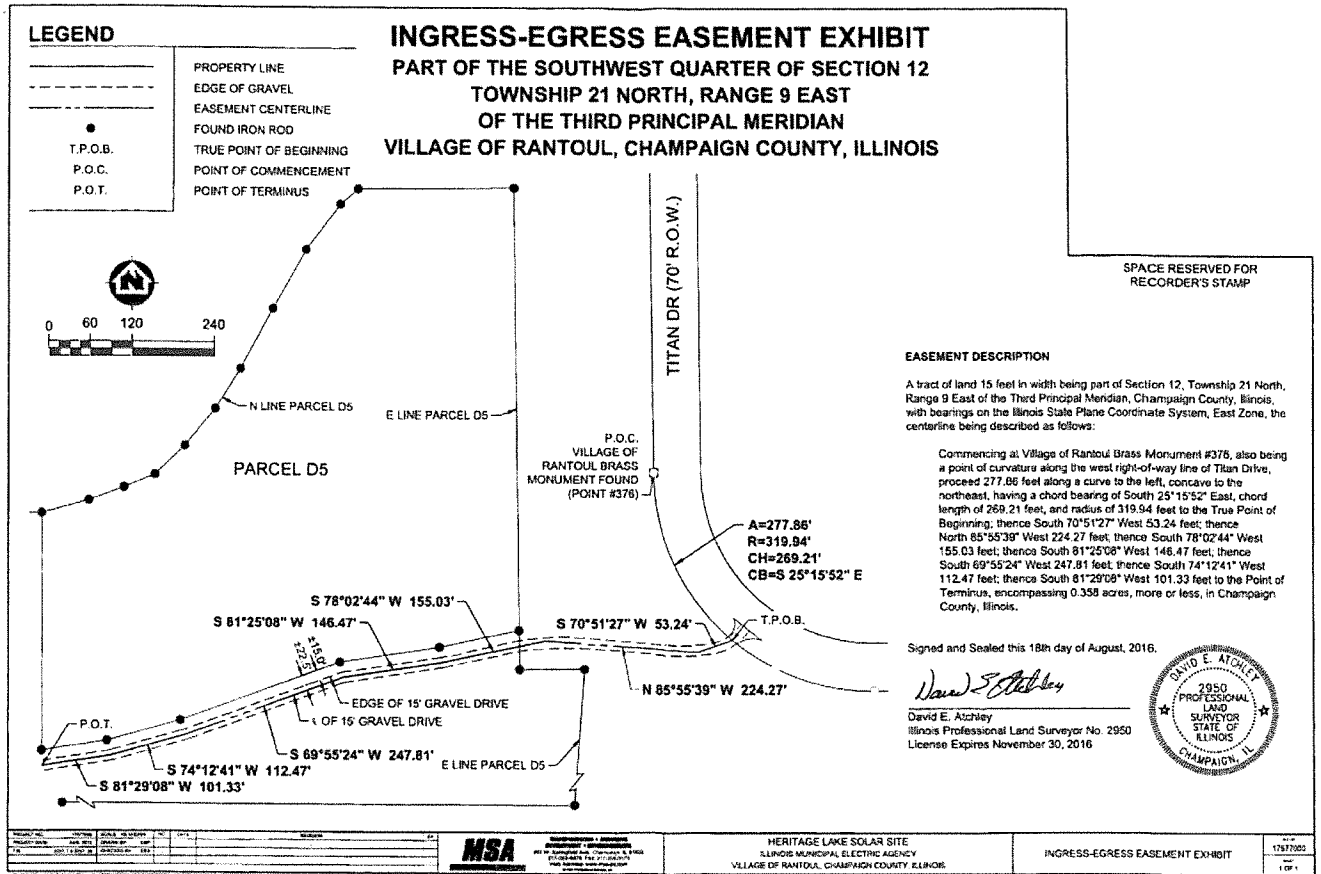
EASEMENT

Exhibit A



EASEMENT

Exhibit B



EASEMENT

This Easement Agreement is entered into this ____ day of ____, 20__ between the VILLAGE OF RANTOUL, an Illinois municipality, hereinafter referred to as the Grantor, and the ILLINOIS MUNICIPAL ELECTRIC AGENCY, a municipal corporation and unit of local government of the State of Illinois, hereinafter referred to as the Grantee.

The following recitals of fact are a material part of this instrument:

A. The Grantor is the owner of a tract of land described as follows and hereafter referred to as the Easement Parcel:

Part of the Southwest Quarter of Section 12, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows:
Commencing at the Northeast corner of Parcel D5 as shown and described on a Plat of Survey by David E. Atchley, Illinois Professional Land Surveyor Number 2950, dated August 14, 2014. Proceed South 00°32'27" East 623.01 feet along the East line of Parcel D5 to the True Point of Beginning; thence continue along the said East line South 00°32'27" East 30.19 feet; thence South 77°54'48" West 117.96 feet; thence South 81°25'08" West 147.34 feet; thence South 69°55'24" West 251.21 feet; thence South 00°36'24" East 111.22 feet; thence South 89°27'33" West 94.05 feet; thence South 00°32'27" East 71.72 feet; thence North 89°54'35" West 359.99 feet; thence North 00°32'27" West 139.76 feet; thence North 80°46'57" West 81.32 Feet; thence North 75°26'51" West 81.07 feet; thence North 00°32'27" West 340.18 feet; thence North 30°27'36" East 57.45 feet; thence South 46°53'05" East 105.41 feet; thence South 84°24'15" East 107.53 feet; thence South 87°54'58" East 6.65 feet; thence South 00°32'27" East 273.40 feet; thence North 89°27'33" East 191.00 feet; thence North 00°00'00" East 285.90 feet; thence North 74°58'21" East 71.02 feet; thence North 69°38'59" East 53.74 feet; thence North 67°03'17" East 41.08 feet; thence South 00°32'27" East 206.24 feet; thence North 89°27'33" East 540.10 feet to the True Point of Beginning. Encompassing 5.930 acres more or less in Champaign County, Illinois.

B. The Easement Parcel is presently unimproved land on the former site of the Chanute Air Force Base. The Easement Parcel is depicted on Exhibit A which is attached hereto and incorporated herein by reference.

C. The Grantee is a municipal power agency created under and empowered by the Illinois Joint Municipal Electric Power Act, 65 ILCS 11-119.1-1 et seq.

D. The Grantor is an Illinois municipality that owns and operates its own municipal electric distribution system and utility, and it is a Member-owner of the Grantee. The Grantor wishes to host an expansion of its existing solar electric generation facility on the Easement Parcel to be interconnected with the Grantor's distribution system and to provide the electricity therefrom to serve the citizens and businesses of the Grantor.

E. The Grantee wishes to obtain an easement from the Grantor for the purpose of constructing, operating, and maintaining the expanded solar electric generation facility, which will consist of photovoltaic panels, inverters, ground mount support structures and related equipment, hereinafter referred to as the Facilities, on the Easement Parcel and for access thereto.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. GRANT OF EASEMENT FOR SOLAR SITE. The Grantor hereby grants to the Grantee, its successors, assigns, lessees, and/or licensees the perpetual right, privilege, easement and authority, subject to the reversion clause set forth herein, to construct, operate, maintain, repair, replace and remove the Facilities, including but not limited to the necessary support structures, photovoltaic panels, inverters, meters, wires, energy storage facilities, security fencing, communications equipment and any and all other equipment reasonably necessary or convenient for the safe and proper operation and functioning of a solar generation facility, upon, over, under and across the Easement Parcel to form a part of the Facilities to be owned and operated by the Grantee, its successors, assigns, lessees, and/or licensees, together with the right of ingress, egress and access to and from the Easement Parcel in the exercise of the rights granted herein. Hereinafter, the term Grantee shall include Grantee, itself, and/or its successors, assigns, lessees, and licensees.

2. EASEMENT PERPETUAL. The easement granted hereby shall be perpetual easement, subject to the reversion clause set forth herein, for use of the Easement Parcel for the above stated purpose and for ingress and egress upon, over, under, across and for access to and from the Easement Parcel and the Facilities to be located on the Easement Parcel.

3. WARRANTIES OF TITLE. The Grantor warrants that it has good and indefeasible fee simple title to the Easement Parcel, subject only to covenants, easements and restrictions of record.

4. RIGHT TO CONTROL GROWTH OF TREES, BUSHES AND WEEDS. The Grantee shall have the right at all times, present and future, to cut, trim, or otherwise control the growth of any and all trees, bushes and weeds growing upon, over or adjacent to the Easement Parcel as may be necessary in the opinion of the Grantee for the installation, construction, operation, maintenance, repair, replacement, reconstruction and ultimately the removal of the Facilities.

5. LAND USE RESTRICTIONS. Grantor expressly reserves unto itself the use of the Easement Parcel for its electric utility purposes except to the extent such would interfere with the safe and proper operation and functioning of the Facilities and/or the use thereof by the Grantee. Grantor agrees not to erect any building or structure or create or permit any hazard or obstruction of any kind or character upon said Easement Parcel which may interfere with the safe and proper operation and functioning of the Facilities and/or the use thereof by the Grantee without written consent from the Grantee.

6. DAMAGE TO PROPERTY. Any and all damage to the Easement Parcel resulting from the Grantee's construction, operation, maintenance, repair, replacement and/or removal of the Facilities shall be repaired, replaced or reimbursed by the Grantee.

7. GENERATION SITING AND OPERATING AGREEMENT. Grantor and Grantee have executed a Generation Siting and Operating Agreement which governs their respective rights and responsibilities with respect to the Facilities.

8. REVERSION. The easement granted herein is subject to the express condition that when the Easement Parcel ceases to be used by the Grantee as the site of a solar generation facility, or if it shall be abandoned by the Grantee prior to such event, the perpetual right, privilege, easement and authority granted herein shall be forfeit, the easement shall be automatically released and all rights with respect to the Easement Parcel shall revert to the Grantor. Likewise, the easement shall terminate in all respects if the Grantor acquires ownership of the solar generation facility on the Easement Parcel.

9. SUCCESSORS AND ASSIGNS. This Easement Agreement shall be binding upon the successors, assigns, lessees and licensees of each party.

IN WITNESS WHEREOF the duly authorized representative of the Grantor has hereto set his or her hand and the duly authorized representative of the Grantee has set his hand this ____ day of _____, 20__.

VILLAGE OF RANTOUL

Grantor

Accepted:

ILLINOIS MUNICIPAL ELECTRIC AGENCY

By: _____
President & CEO

This Instrument Prepared By:

Troy A. Fodor
Vice President & General Counsel
ILLINOIS MUNICIPAL ELECTRIC AGENCY
3400 Conifer Drive
Springfield, Illinois 62711

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY, that _____, who is personally known to me to be the
_____ of the VILLAGE OF RANTOUL, an Illinois municipality, and
personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he executed the said
instrument as such officer of said municipality, pursuant to authority given by the Board of Trustees
of said municipality, and as his free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

Notary Public (Seal)

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY, that KEVIN M. GADEN, who is personally known to me to be the
PRESIDENT & CEO of the ILLINOIS MUNICIPAL ELECTRIC AGENCY, a municipal
corporation and unit of local government of the State of Illinois, and personally known to me to be
the same person whose name is subscribed to the foregoing instrument, appeared before me this day
in person and acknowledged that he executed the said instrument as such officer of said municipal
corporation, pursuant to authority given by the Board of Directors of said municipal corporation,
and as his free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

Notary Public (Seal)

Exhibit A



1. Field work for this plat of survey was performed on **December 18, 2015** and reinspected **September 24, 2020**.
2. I set or found the corner monuments as shown on this plat of survey.
3. The surveyor did not make an examination or consider environmental subsurface conditions as part of this survey.
4. The surveyed tract is located in Zone "X," areas of minimal flood hazard, as shown on the Federal Emergency Management Agency (FEMA) Flood Map Service Center map number **17019C 02000** with effective date **October 2, 2013**.
5. The surveyed tract has **NO** direct access to a dedicated public right of way.
6. Bearings shown on this plat of survey are on the **Illinois State Plane, East Zone (NAD 83)** coordinate system. Elevations shown on this plat of survey are based on the **NAVD 88** vertical datum.
7. The surveyor has made no investigation or independent search for assessments of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts which an accurate current title search may disclose. There may exist other documents of record which affect this parcel.
8. The surveyor prepared the legal description shown on this plat of survey.

Reference

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM		PAGE ____ OF ____
ITEM: Generation Siting & Operating Agreement – Phase 2 - IMEA	DEPARTMENT: Public Works	
AGENDA SECTION:	PROJECT AMOUNT:	
ATTACHMENTS: () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: November 23, 2020	
SUMMARY HIGHLIGHTS: This Agenda Item provides for a generation siting and operating agreement between the Illinois Municipal Electric Agency (IMEA) and the Village of Rantoul, to allow the Village to serve as a host site for a second (2nd) solar generation facility. The IMEA has been striving to expand its renewable energy generation portfolio. One of those avenues has been to develop solar arrays within member municipal electric distribution systems. The Village was chosen in 2016 for a 1mW solar array project and has now been selected in 2020 to expand the initial array. The Village responded to the 2020 IMEA Request For Proposals (RFP) seeking members willing to offer and support a site for a new solar array. The Village was chosen in 2016 for a 1mW solar array which was constructed south of Heritage Lake and west of Titan Street. With underutilized area still available adjacent to this site, the Village proposed and submitted the adjoining area. The IMEA has reviewed the Village's submittal and selected this site to expand the current renewable energy site. The Village now has title to the property and has been working directly with the IMEA. The facilities which were installed to support and serve the original location, will also be utilize in serving the new installation. The IMEA has selected Altorfer as the third-party Power Provider who will construct, operate and maintain both solar facilities. The Village & Altorfer will execute an Interconnection Agreement for the electric system connectivity component. The IMEA has the option to purchase the facility in the future and would continue to operate it as a renewable energy facility.		
RECOMMENDED ACTION: Authorize the approval of a Generation Siting & Operating Agreement with the Illinois Municipal Electric Agency (IMEA) and the Village of Rantoul, to allow the Village to serve as a host site for a second solar generation facility.		
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR:	
AGENDA PAGE NUMBER:		

REFERENCE

LICENSE TO USE LAND FOR SOLAR GENERATION SITE

This License to Use land for Solar Generation Site ("License") is granted this 4th day of Oct 2016 from the VILLAGE OF RANTOUL, an Illinois municipality, hereinafter referred to as the Grantor, to the ILLINOIS MUNICIPAL ELECTRIC AGENCY, a municipal corporation and unit of local government of the State of Illinois, hereinafter referred to as the Grantee.

The following recitals of fact are a material part of this instrument:

A. The Board of Trustees of the Village of Rantoul has approved the participation by the Village as the host of a solar energy generation project and the execution of a Generation Siting and Operating Agreement with the Grantee pursuant to which the Grantor has agreed to provide a parcel of land as the site for installation of the solar project.

B. The Grantor controls a tract of land described as follows and hereafter referred to as the License Parcel:

A tract of land being part of Section 12, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows, with bearings on the Illinois State Plane Coordinate System, East Zone: Commencing at the Southeast Corner of the Southeast Quarter of Section 11, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, proceed South 89°33'25" West along the South Line of said Southeast Quarter 75.78 feet; thence North 00°11'40" West 726.19 feet to the Southwest Corner of Parcel D5 as shown and described on a Plat of Survey by David E. Atchley, Illinois Professional Land Surveyor Number 2950, dated August 14, 2014, proceed along the following lines, all being part of the South and East lines of said Parcel D5: South 89°55'52" East 1322.90 feet; thence North 04°21'46" East 273.54 feet; thence South 89°27'17" West 93.75 feet; thence North 00°32'27" West 57.00 feet to the True Point of Beginning, said point being on the East Line of said Parcel D5; thence South 77°54'48" West 119.69 feet; thence South 81°25'08" West 148.04 feet; thence South 69°55'24" West 249.24 feet; thence South 74°12'41" West 110.20 feet; thence South 81°29'08" West 96.53 feet; thence North 00°00'00" East 345.00 feet to a North Line of said Parcel D5; thence along the following lines, all being on the North and East lines of said Parcel D5: North 74°58'21" East 71.10 feet; thence North 69°38'59" East 53.74 feet; thence North 67°03'17" East 48.81 feet; thence North 45°59'08" East 60.35 feet; thence North 39°37'18" East 70.36 feet; thence North 32°40'39" East 69.09 feet; thence North 28°51'22" East 100.18 feet; thence North 29°33'57" East 98.99 feet; thence North 37°05'15" East 83.06 feet; thence North 49°33'35" East 34.30 feet; thence North 89°27'33" East 230.00 feet; thence South 00°32'27" East 643.00 feet to the True Point of Beginning, encompassing 8.467 acres, more or less.

C. The License Parcel is presently unimproved land on the former site of the Chanute Air Force Base. The License Parcel is presently owned by the United States of America but under the control of the Village pursuant to a Lease between the Village and the Secretary of the Air Force on behalf of the United States of America, executed September 30, 1993, as amended and

supplemented. It is anticipated that the Village will acquire ownership of the License Parcel during the term of the aforementioned Generation Siting and Operating Agreement with the Grantee. The License Parcel is depicted on Exhibit A which is attached hereto and incorporated herein by reference.

D. The Grantee is a municipal power agency created under and empowered by the Illinois Joint Municipal Electric Power Act, 65 ILCS 5/11-119.1-1 et seq.

E. The Grantor is an Illinois municipality that owns and operates its own municipal electric distribution system and utility, and it is a Member-owner of the Grantee. The Grantor wishes to host a solar electric generation facility on the License Parcel to be interconnected with the Grantor's distribution system and to provide the electricity therefrom to serve the citizens and businesses of the Grantor.

E. The Grantee wishes to obtain a grant of rights and authority from the Grantor for the purpose of constructing, operating, and maintaining a solar electric generation facility, which will consist of photovoltaic panels, inverters, ground mount support structures and related equipment, hereinafter referred to as the Facilities, on the License Parcel and for access thereto.

F. The Grantor is willing to grant to the Grantee an exclusive easement upon, over, under and across the License Parcel for the above purpose at such time as the transfer of the ownership of the License Parcel from the Air Force to the Grantor can be completed, and until such time Grantor is willing to grant to the Grantee an exclusive license to use the License Parcel for such purpose.

G. The Grantor is willing to grant to the Grantee a license for access to the License Parcel over adjacent land under the control of the Grantor pursuant to the aforementioned Air Force Lease that is described as follows and hereafter referred to as the Access Parcel:

A tract of land 15 feet in width being part of Section 12, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, with bearings on the Illinois State Plane Coordinate System, East Zone, the centerline being described as follows:

Commencing at Village of Rantoul Brass Monument #376, also being a point of curvature along the west right-of-way line of Titan Drive, proceed 277.86 feet along a curve to the left, concave to the northeast, having a chord bearing of South 25°15'52" East, chord length of 269.21 feet, and radius of 319.94 feet to the True Point of Beginning; thence South 70°51'27" West 53.24 feet; thence North 85°55'39" West 224.27 feet; thence South 78°02'44" West 155.03 feet; thence South 81°25'08" West 146.47 feet; thence South 69°55'24" West 247.81 feet; thence South 74°12'41" West 112.47 feet; thence South 81°29'08" West 101.33 feet to the Point of Terminus, encompassing 0.358 acres, more or less, in Champaign County, Illinois.

H. The Access Parcel is presently unimproved land on the former site of the Chanute Air Force Base. The Access Parcel is depicted on Exhibit B which is attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. **GRANT OF LICENSE FOR SOLAR SITE.** The Grantor hereby grants to the Grantee, its successors, assigns, lessees, and/or sub-licensees the perpetual and irrevocable right, privilege, license and authority, subject to the reversion clause set forth herein, to construct, operate, maintain, repair, replace and remove the Facilities, including but not limited to the necessary support structures, photovoltaic panels, inverters, meters, wires, energy storage facilities, security fencing, communications equipment and any and all other equipment reasonably necessary or convenient for the safe and proper operation and functioning of a solar generation facility, upon, over, under and across the License Parcel to form a part of the Facilities to be owned and operated by the Grantee, its successors, assigns, lessees, and/or licensees, together with the right of ingress, egress and access to and from the License Parcel in the exercise of the rights granted herein. Except where the context requires otherwise, the term Grantee when used in this document shall include the Grantee, itself, and/or its successors, assigns, lessees, and sub-licensees.

2. **GRANT OF LICENSE FOR ACCESS LANE.** The Grantor hereby further grants to the Grantee the perpetual and irrevocable right, privilege, easement and authority of ingress, egress and access to and from the License Parcel upon, over and across the Access Parcel, subject to the reversion clause set forth herein.

3. **LICENSE PERPETUAL AND IRREVOCABLE.** The license rights granted hereby shall be perpetual and irrevocable rights running with the land, subject to the reversion clause set forth herein, for use of the License Parcel for the above stated purpose and for ingress and egress upon, over, under, across and for access to and from the License Parcel and the Facilities to be located on the License Parcel. Notwithstanding the foregoing, this License shall be terminated when replaced with an Easement granting the same or substantially similar rights to the Grantee following transfer of ownership of the License Parcel and Access Parcel to the Grantor from the Air Force.

4. **WARRANTIES OF GRANTOR'S RIGHTS.** The Grantor warrants that it has good and indefeasible rights to the License Parcel, including the right, power and authority to grant the license rights granted herein to the Grantee for the purpose set forth above.

5. **RIGHT TO CONTROL GROWTH OF TREES, BUSHES AND WEEDS.** The Grantee shall have the right at all times, present and future, to cut, trim, or otherwise control the growth of any and all trees, bushes and weeds growing upon, over or adjacent to the License Parcel as may be necessary in the opinion of the Grantee for the installation, construction, operation, maintenance, repair, replacement, reconstruction and ultimately the removal of the Facilities.

6. **LAND USE RESTRICTIONS.** Grantor expressly reserves unto itself the use of the License Parcel for its electric utility purposes except to the extent such would interfere with the safe and proper operation and functioning of the Facilities and/or the use thereof by the Grantee. Grantor agrees not to erect any building or structure or create or permit any hazard or obstruction of

any kind or character upon said License Parcel which may interfere with the safe and proper operation and functioning of the Facilities and/or the use thereof by the Grantee without written consent from the Grantee.

7. **DAMAGE TO PROPERTY.** Any and all damage to the License Parcel resulting from the Grantee's construction, operation, maintenance, repair, replacement and/or removal of the Facilities shall be repaired, replaced or reimbursed by the Grantee.

8. **GENERATION SITING AND OPERATING AGREEMENT.** Grantor and Grantee have executed a Generation Siting and Operating Agreement which governs their respective rights and responsibilities with respect to the Facilities.

9. **REVERSION.** The license granted herein is subject to the express condition that when the License Parcel ceases to be used by the Grantee as the site of a solar generation facility, or if it shall be abandoned by the Grantee prior to such event, the perpetual right, privilege, license and authority granted herein shall be forfeit, the license shall be automatically released and all rights with respect to the License Parcel shall revert to the Grantor. Likewise, the license shall terminate in all respects if the Grantor acquires ownership of the solar generation facility on the License Parcel.

10. **SUCCESSORS AND ASSIGNS.** This License shall be an agreement binding upon the successors, assigns, lessees and sub-licensees of each party, if any.

IN WITNESS WHEREOF the duly authorized representative of the Grantor has hereto set his or her hand and the duly authorized representative of the Grantee has set his hand this 4th day of Oct, 2016

VILLAGE OF RANTOUL

Charles Smith
Grantor

Accepted:

ILLINOIS MUNICIPAL ELECTRIC AGENCY

By: Kim M. Fodor

President & CEO

This Instrument Prepared By:

Troy A. Fodor
Vice President & General Counsel
ILLINOIS MUNICIPAL ELECTRIC AGENCY
3400 Conifer Drive

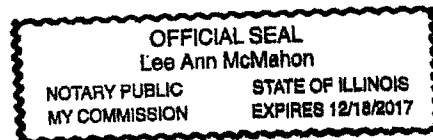
Springfield, Illinois 62711

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Charles Smith who is personally known to me to be the Mayor of the VILLAGE OF RANTOUL, an Illinois municipality, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed the said instrument as such officer of said municipality, pursuant to authority given by the Board of Trustees of said municipality, and as his free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this 4 day of October, 2016

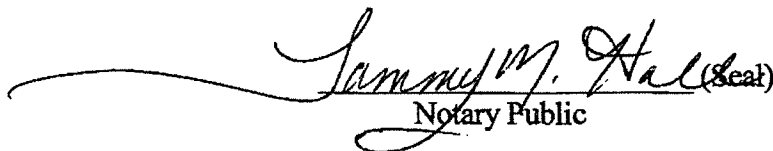

Notary Public

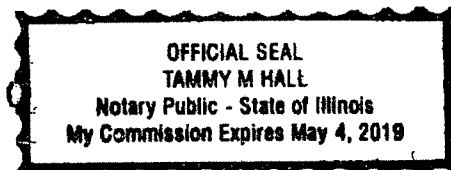


STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

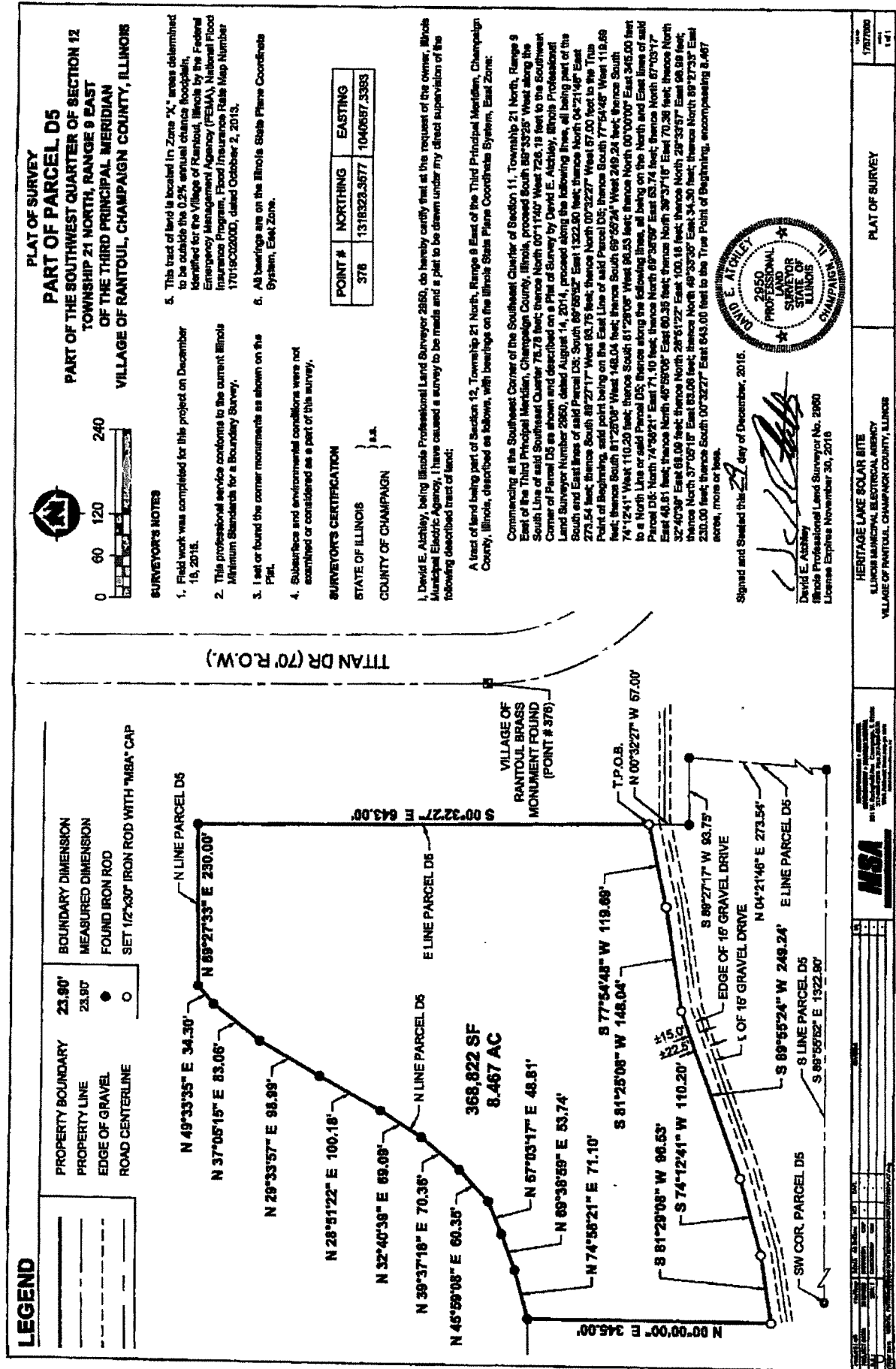
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that KEVIN M. GADEN, who is personally known to me to be the PRESIDENT & CEO of the ILLINOIS MUNICIPAL ELECTRIC AGENCY, a municipal corporation and unit of local government of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed the said instrument as such officer of said municipal corporation, pursuant to authority given by the Board of Directors of said municipal corporation, and as his free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this 7th day of October, 2016


Notary Public



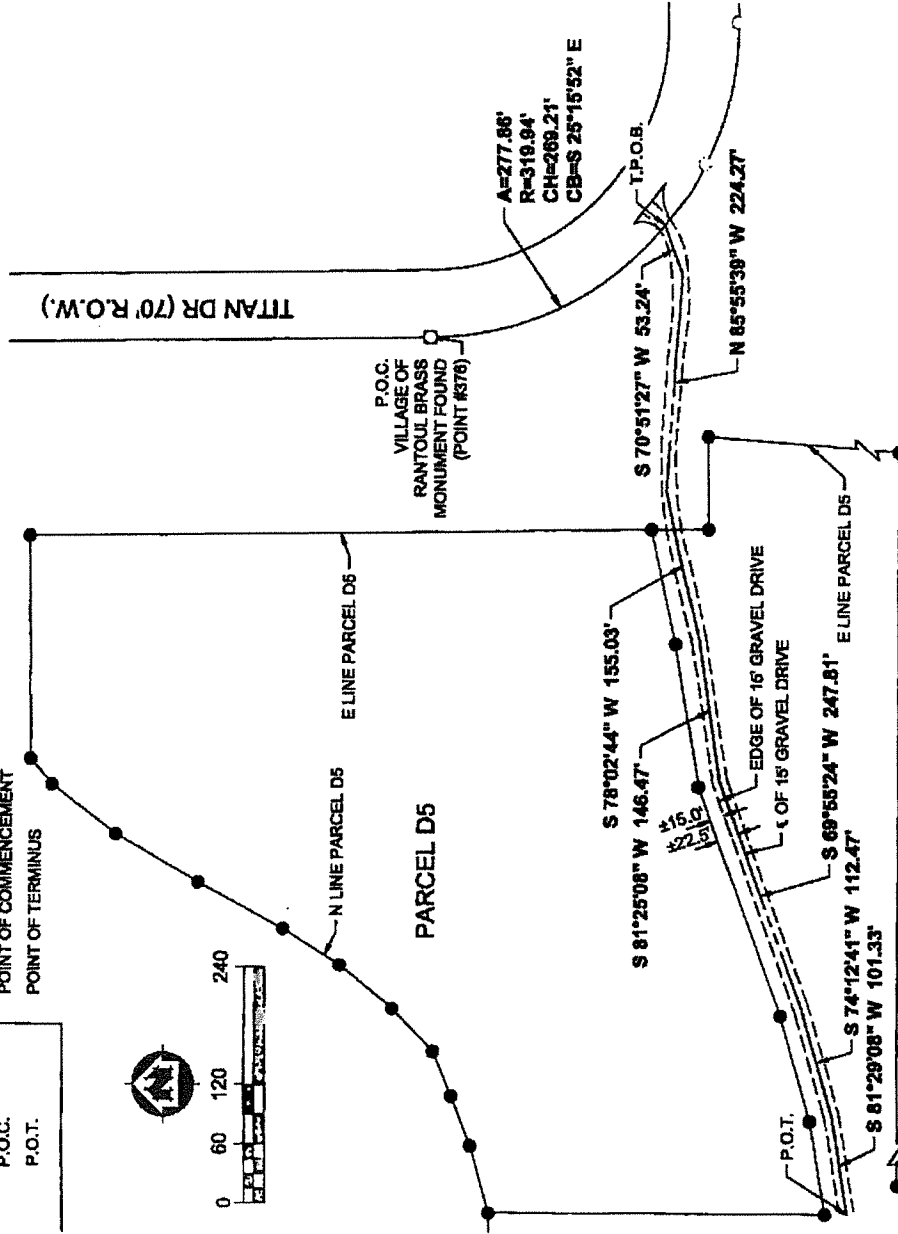
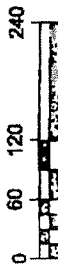
License to Use Land for Solar Generation Site
EXHIBIT A - LICENSE PARCEL



INGRESS-EGRESS EASEMENT EXHIBIT PART OF THE SOUTHWEST QUARTER OF SECTION 12 TOWNSHIP 21 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS

LEGEND

PROPERTY LINE
EDGE OF GRAVEL
EASEMENT CENTERLINE
FOUND IRON ROD
TRUE POINT OF BEGINNING
POINT OF COMMENCEMENT
POINT OF TERMINUS
T.P.O.B.
P.O.C.
P.O.T.

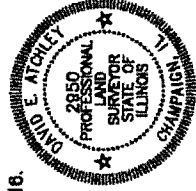


EASEMENT DESCRIPTION

A tract of land 15 feet in width being part of Section 12, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, with bearings on the Illinois State Plane Coordinate System, East Zone, the centerline being described as follows:

Commencing at Village of Rantoul Brass Monument #376, also being a point of curvature along the west right-of-way line of Titan Drive, proceed 277.86 feet along a curve to the left, conceive to the northeast, having a chord bearing of South 25°15'52" East, chord length of 269.21 feet, and radius of 319.94 feet to the True Point of Beginning; thence South 70°51'27" West 53.24 feet; thence North 85°55'38" West 224.27 feet; thence South 78°02'44" West 155.03 feet; thence South 81°25'08" West 146.47 feet; thence South 74°12'41" West 101.33 feet; thence South 81°29'08" West 101.33 feet to the Point of Terminus, encompassing 0.358 acres, more or less, in Champaign County, Illinois.

Signed and Sealed this 18th day of August, 2016.



David E. Atchley
David E. Atchley
Illinois Professional Land Surveyor No. 2850
License Expires November 30, 2016

SPACE RESERVED FOR
RECORDER'S STAMP

HERITAGE LAKE SOLAR SITE ILLINOIS MUNICIPAL ELECTRIC UTILITY VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS	INGRESS-EGRESS EASEMENT EXHIBIT	1877000	1871
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**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to authorize and approve Easement Agreements between the Village of Rantoul and the Illinois Municipal Electric Agency (IMEA) for the Solar Project Phase 1 and Phase 2	DEPARTMENT: Public Works
DATE: January 12, 2021	AMOUNT:
ATTACHMENTS: 1. Solar Easement	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE <u> </u> OF <u> </u>
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ITEM: Rantoul Solar Easement Agreements with IMEA for Project Phase 1 and Phase 2	DEPARTMENT: Public Works
AGENDA SECTION:	PROJECT AMOUNT: \$20.00
ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: January 05, 2021
SUMMARY HIGHLIGHTS: This Agenda Item provides for two (2) Easement Agreements between the Village of Rantoul and the Illinois Municipal Electric Agency (IMEA) for access to the Solar Project Phase 1 and Solar Project Phase 2 as provided for in the Generation Siting and Operating Agreements as previously approved. The current License Agreement for the initial phase (Phase 1) was developed when the Village controlled the site under the Air Force Master Lease. As the Village now has official title to the properties, the Phase 1 agreement is being updated to reflect that ownership. As the Phase 1 and Phase 2 are being developed on separate time lines (~5 year difference), it is recommended that separate agreements be executed and recorded for the individual solar sites. The IMEA requests an easement from the Village to continue to operate and maintain the solar electric generation facility across Parcel D5 (Phase 1) and a 15 ft. wide ingress-egress easement along the south side of said parcel to ensure access from Titan Drive. The IMEA is also requesting to obtain an easement from the Village to construct, operate, and maintaining the expanded solar electric generation facility across Parcel Ga-2 (Phase 2).	
RECOMMENDED ACTION: Authorize the approval of the Easement Agreements between the Village of Rantoul and the Illinois Municipal Electric Agency (IMEA) for the Solar Project Phase 1 and Phase 2	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  Jacob D. McCoy, P.E. 	VILLAGE ADMINISTRATOR: Scott Eisenhauer
AGENDA PAGE NUMBER:	

EASEMENT

This Easement Agreement is entered into this ____ day of ____, 20__ between the VILLAGE OF RANTOUL, an Illinois municipality, hereinafter referred to as the Grantor, and the ILLINOIS MUNICIPAL ELECTRIC AGENCY, a municipal corporation and unit of local government of the State of Illinois, hereinafter referred to as the Grantee.

The following recitals of fact are a material part of this instrument:

A. The Grantor is the owner of a tract of land described as follows and hereafter referred to as the Easement Parcel:

A tract of land being part of Section 12, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows, with bearings on the Illinois State Plane Coordinate System, East Zone: Commencing at the Southeast Corner of the Southeast Quarter of Section 11, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, proceed South 89°33'25" West along the South Line of said Southeast Quarter 75.78 feet; thence North 00°11'40" West 726.19 feet to the Southwest Corner of Parcel D5 as shown and described on a Plat of Survey by David E. Atchley, Illinois Professional Land Surveyor Number 2950, dated August 14, 2014, proceed along the following lines, all being part of the South and East lines of said Parcel D5: South 89°55'52" East 1322.90 feet; thence North 04°21'46" East 273.54 feet; thence South 89°27'17" West 93.75 feet; thence North 00°32'27" West 57.00 feet to the True Point of Beginning, said point being on the East Line of said Parcel D5; thence South 77°54'48" West 119.69 feet; thence South 81°25'08" West 148.04 feet; thence South 69°55'24" West 249.24 feet; thence South 74°12'41" West 110.20 feet; thence South 81°29'08" West 96.53 feet; thence North 00°00'00" East 345.00 feet to a North Line of said Parcel D5; thence along the following lines, all being on the North and East lines of said Parcel D5: North 74°58'21" East 71.10 feet; thence North 69°38'59" East 53.74 feet; thence North 67°03'17" East 48.81 feet; thence North 45°59'08" East 60.35 feet; thence North 39°37'18" East 70.36 feet; thence North 32°40'39" East 69.09 feet; thence North 28°51'22" East 100.18 feet; thence North 29°33'57" East 98.99 feet; thence North 37°05'15" East 83.06 feet; thence North 49°33'35" East 34.30 feet; thence North 89°27'33" East 230.00 feet; thence South 00°32'27" East 643.00 feet to the True Point of Beginning, encompassing 8.467 acres, more or less.

B. The Easement Parcel presently encompasses a 1 MW solar electric generating facility on land on the former site of the Chanute Air Force Base. The Easement Parcel is depicted on Exhibit A which is attached hereto and incorporated herein by reference.

C. The Grantee is a municipal power agency created under and empowered by the Illinois Joint Municipal Electric Power Act, 65 ILCS 11-119.1-1 et seq.

D. The Grantor is an Illinois municipality that owns and operates its own municipal electric distribution system and utility, and it is a Member-owner of the Grantee. The Grantor

presently hosts the existing solar electric generation facility on the Easement Parcel that is interconnected with the Grantor's distribution system and provides the electricity therefrom to serve the citizens and businesses of the Grantor. The Grantor previously granted the Grantee a license to use the Easement Parcel for the purpose of constructing, operating and maintaining the solar electric generating facility until such time as the transfer of ownership of the Easement Parcel from the Air Force to the Grantor was completed and an exclusive easement, replacing the license, could be granted by the Grantor to the Grantee.

E. With the ownership transfer of the Easement Parcel to the Grantor now complete, the Grantee wishes to obtain an easement from the Grantor for the purpose of continuing to operate and maintain the solar electric generation facility, which consists of photovoltaic panels, inverters, ground mount support structures and related equipment, hereinafter referred to as the Facilities, on the Easement Parcel and for access thereto.

F. For the purposes stated above, the Grantor is willing to grant to the Grantee an exclusive easement upon, over, under and across the Parcel for the above purpose and an easement for access to the Easement Parcel over adjacent land owned by the Village that is described as follows and hereafter referred to as the Access Parcel:

A tract of land 15 feet in width being part of Section 12, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, with bearings on the Illinois State Plane Coordinate System, East Zone, the centerline being described as follows:

Commencing at Village of Rantoul Brass Monument #376, also being a point of curvature along the west right-of-way line of Titan Drive, proceed 277.86 feet along a curve to the left, concave to the northeast, having a chord bearing of South 25°15'52" East, chord length of 269.21 feet, and radius of 319.94 feet to the True Point of Beginning; thence South 70°51'27" West 53.24 feet; thence North 85°55'39" West 224.27 feet; thence South 78°02'44" West 155.03 feet; thence South 81°25'08" West 146.47 feet; thence South 69°55'24" West 247.81 feet; thence South 74°12'41" West 112.47 feet; thence South 81°29'08" West 101.33 feet to the Point of Terminus, encompassing 0.358 acres, more or less, in Champaign County, Illinois.

G. The Access Parcel is presently an unpaved roadway on the former site of the Chanute Air Force Base. The Access Parcel is depicted on Exhibit B which is attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. GRANT OF EASEMENT FOR SOLAR SITE. The Grantor hereby grants to the Grantee, its successors, assigns, lessees, and/or licensees the perpetual right, privilege, easement and authority, subject to the reversion clause set forth herein, to operate, maintain, repair, replace and remove the Facilities, including but not limited to the necessary support structures, photovoltaic

panels, inverters, meters, wires, energy storage facilities, security fencing, communications equipment and any and all other equipment reasonably necessary or convenient for the safe and proper operation and functioning of a solar generation facility, upon, over, under and across the Easement Parcel to form a part of the Facilities to be owned and operated by the Grantee, its successors, assigns, lessees, and/or licensees, together with the right of ingress, egress and access to and from the Easement Parcel in the exercise of the rights granted herein. Hereinafter, the term Grantee shall include Grantee, itself, and/or its successors, assigns, lessees, and licensees.

2. GRANT OF EASEMENT FOR ACCESS LANE. The Grantor hereby further grants to the Grantee the perpetual right, privilege, easement and authority of ingress, egress and access to and from the Easement Parcel upon, over and across the Access Parcel.

3. EASEMENTS PERPETUAL. The easements granted hereby shall be perpetual easements, subject to the reversion clause set forth herein, for use of the Easement Parcel for the above stated purpose and for ingress and egress upon, over, under, across and for access to and from the Easement Parcel and the Facilities to be located on the Easement Parcel.

4. WARRANTIES OF TITLE. The Grantor warrants that it has good and indefeasible fee simple title to the Easement Parcel, subject only to covenants, easements and restrictions of record.

5. RIGHT TO CONTROL GROWTH OF TREES, BUSHES AND WEEDS. The Grantee shall have the right at all times, present and future, to cut, trim, or otherwise control the growth of any and all trees, bushes and weeds growing upon, over or adjacent to the Easement Parcel as may be necessary in the opinion of the Grantee for the installation, construction, operation, maintenance, repair, replacement, reconstruction and ultimately the removal of the Facilities.

6. LAND USE RESTRICTIONS. Grantor expressly reserves unto itself the use of the Easement Parcel for its electric utility purposes except to the extent such would interfere with the safe and proper operation and functioning of the Facilities and/or the use thereof by the Grantee. Grantor agrees not to erect any building or structure or create or permit any hazard or obstruction of any kind or character upon said Easement Parcel which may interfere with the safe and proper operation and functioning of the Facilities and/or the use thereof by the Grantee without written consent from the Grantee.

7. DAMAGE TO PROPERTY. Any and all damage to the Easement Parcel resulting from the Grantee's construction, operation, maintenance, repair, replacement and/or removal of the Facilities shall be repaired, replaced or reimbursed by the Grantee.

8. GENERATION SITING AND OPERATING AGREEMENT. Grantor and Grantee have executed a Generation Siting and Operating Agreement which governs their respective rights and responsibilities with respect to the Facilities.

9. REVERSION. The easement granted herein is subject to the express condition that when the Easement Parcel ceases to be used by the Grantee as the site of a solar generation

facility, or if it shall be abandoned by the Grantee prior to such event, the perpetual right, privilege, easement and authority granted herein shall be forfeit, the easement shall be automatically released and all rights with respect to the Easement Parcel shall revert to the Grantor. Likewise, the easement shall terminate in all respects if the Grantor acquires ownership of the solar generation facility on the Easement Parcel.

10. SUCCESSORS AND ASSIGNS. This Easement Agreement shall be binding upon the successors, assigns, lessees and licensees of each party.

IN WITNESS WHEREOF the duly authorized representative of the Grantor has hereto set his or her hand and the duly authorized representative of the Grantee has set his hand this ____ day of _____, 20__.

VILLAGE OF RANTOUL

Grantor

Accepted:

ILLINOIS MUNICIPAL ELECTRIC AGENCY

By: _____
President & CEO

This Instrument Prepared By:

Troy A. Fodor
Vice President & General Counsel
ILLINOIS MUNICIPAL ELECTRIC AGENCY
3400 Conifer Drive
Springfield, Illinois 62711

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY, that _____, who is personally known to me to be the
_____ of the VILLAGE OF RANTOUL, an Illinois municipality, and
personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he executed the said
instrument as such officer of said municipality, pursuant to authority given by the Board of Trustees
of said municipality, and as his free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

_____(Seal)
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

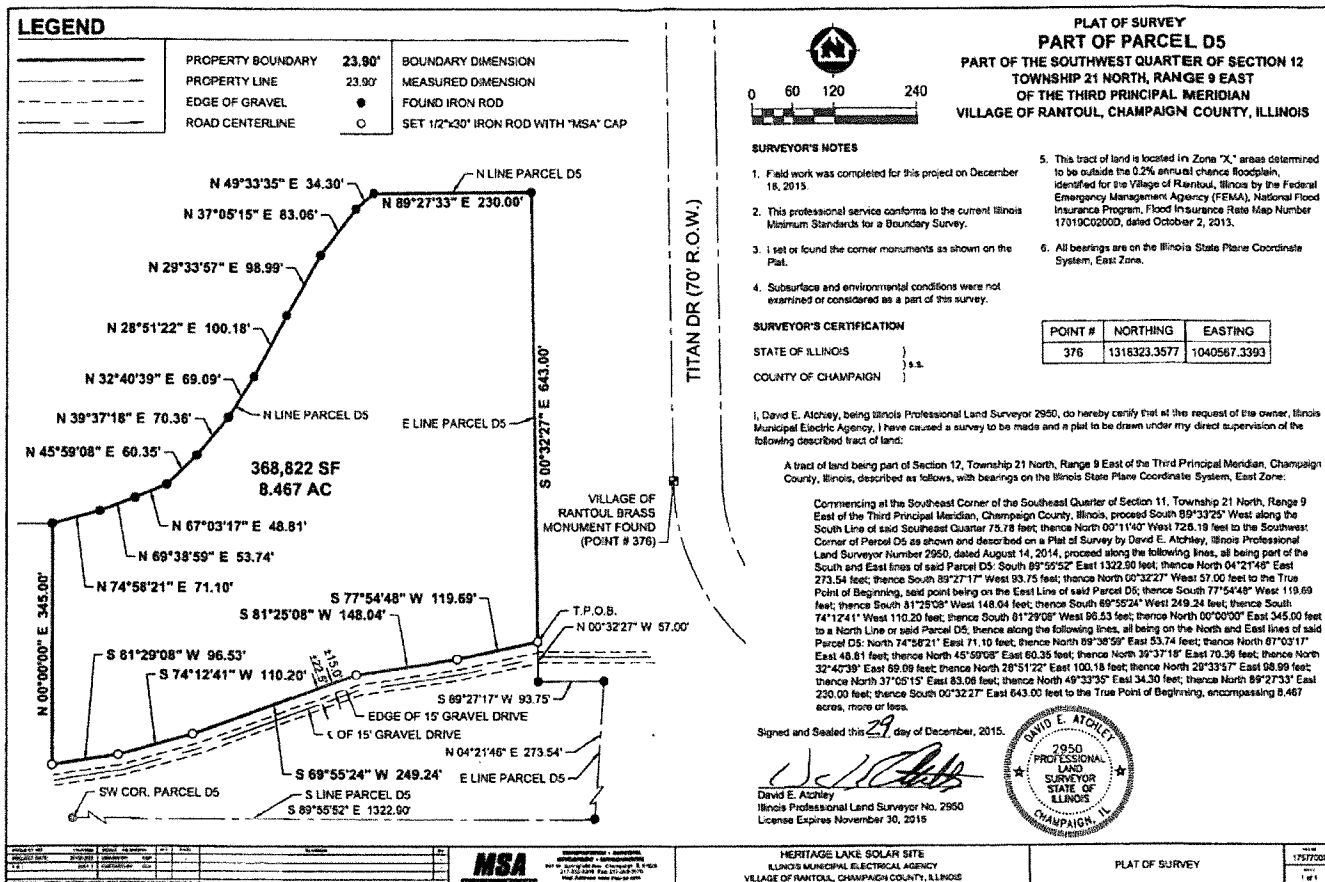
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY, that KEVIN M. GADEN, who is personally known to me to be the
PRESIDENT & CEO of the ILLINOIS MUNICIPAL ELECTRIC AGENCY, a municipal
corporation and unit of local government of the State of Illinois, and personally known to me to be
the same person whose name is subscribed to the foregoing instrument, appeared before me this day
in person and acknowledged that he executed the said instrument as such officer of said municipal
corporation, pursuant to authority given by the Board of Directors of said municipal corporation,
and as his free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

_____(Seal)
Notary Public

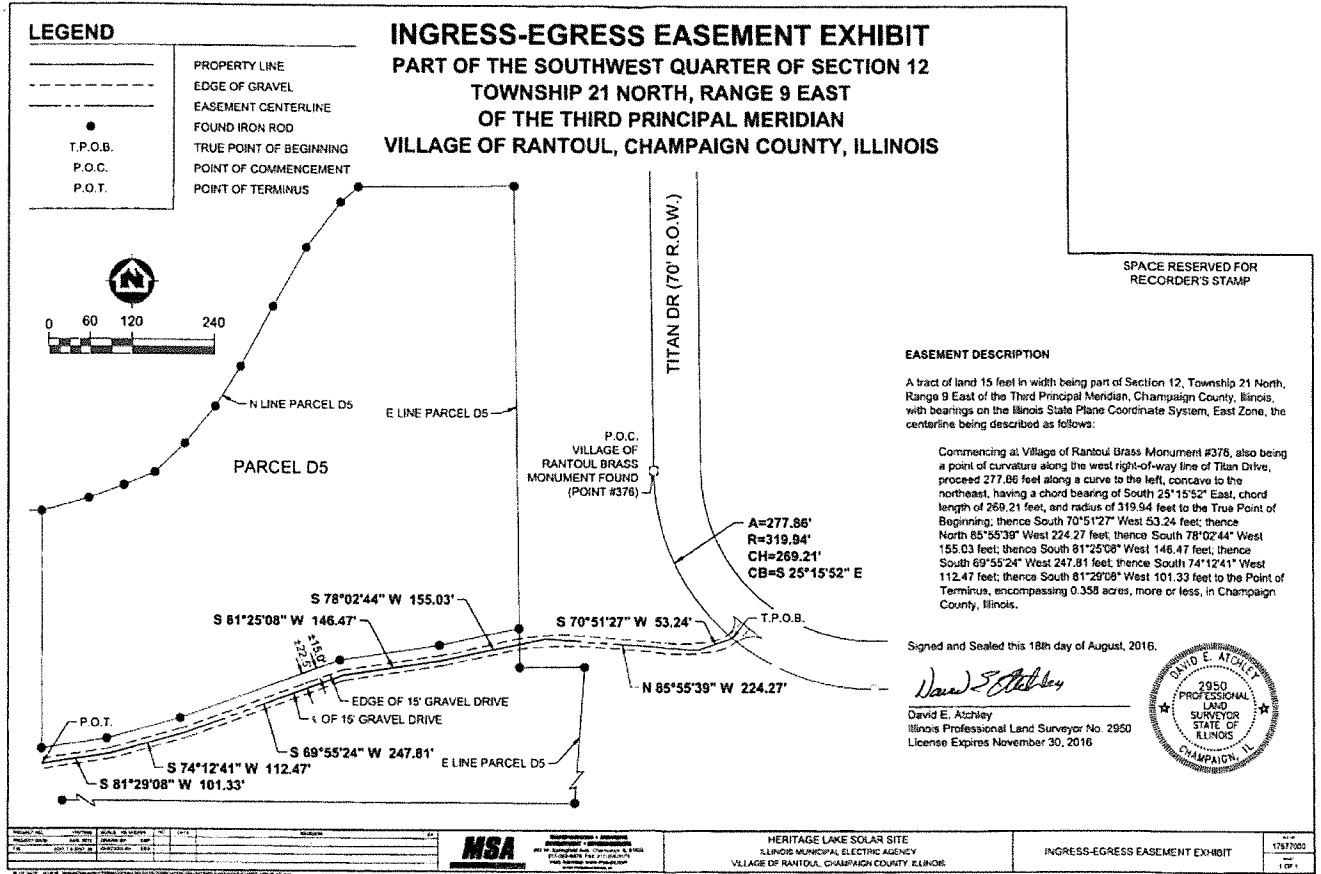
EASEMENT

Exhibit A



EASEMENT

Exhibit B



EASEMENT

This Easement Agreement is entered into this ____ day of ____, 20__ between the VILLAGE OF RANTOUL, an Illinois municipality, hereinafter referred to as the Grantor, and the ILLINOIS MUNICIPAL ELECTRIC AGENCY, a municipal corporation and unit of local government of the State of Illinois, hereinafter referred to as the Grantee.

The following recitals of fact are a material part of this instrument:

A. The Grantor is the owner of a tract of land described as follows and hereafter referred to as the Easement Parcel:

Part of the Southwest Quarter of Section 12, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows:
Commencing at the Northeast corner of Parcel D5 as shown and described on a Plat of Survey by David E. Atchley, Illinois Professional Land Surveyor Number 2950, dated August 14, 2014. Proceed South 00°32'27" East 623.01 feet along the East line of Parcel D5 to the True Point of Beginning; thence continue along the said East line South 00°32'27" East 30.19 feet; thence South 77°54'48" West 117.96 feet; thence South 81°25'08" West 147.34 feet; thence South 69°55'24" West 251.21 feet; thence South 00°36'24" East 111.22 feet; thence South 89°27'33" West 94.05 feet; thence South 00°32'27" East 71.72 feet; thence North 89°54'35" West 359.99 feet; thence North 00°32'27" West 139.76 feet; thence North 80°46'57" West 81.32 Feet; thence North 75°26'51" West 81.07 feet; thence North 00°32'27" West 340.18 feet; thence North 30°27'36" East 57.45 feet; thence South 46°53'05" East 105.41 feet; thence South 84°24'15" East 107.53 feet; thence South 87°54'58" East 6.65 feet; thence South 00°32'27" East 273.40 feet; thence North 89°27'33" East 191.00 feet; thence North 00°00'00" East 285.90 feet; thence North 74°58'21" East 71.02 feet; thence North 69°38'59" East 53.74 feet; thence North 67°03'17" East 41.08 feet; thence South 00°32'27" East 206.24 feet; thence North 89°27'33" East 540.10 feet to the True Point of Beginning. Encompassing 5.930 acres more or less in Champaign County, Illinois.

B. The Easement Parcel is presently unimproved land on the former site of the Chanute Air Force Base. The Easement Parcel is depicted on Exhibit A which is attached hereto and incorporated herein by reference.

C. The Grantee is a municipal power agency created under and empowered by the Illinois Joint Municipal Electric Power Act, 65 ILCS 11-119.1-1 et seq.

D. The Grantor is an Illinois municipality that owns and operates its own municipal electric distribution system and utility, and it is a Member-owner of the Grantee. The Grantor wishes to host an expansion of its existing solar electric generation facility on the Easement Parcel to be interconnected with the Grantor's distribution system and to provide the electricity therefrom to serve the citizens and businesses of the Grantor.

E. The Grantee wishes to obtain an easement from the Grantor for the purpose of constructing, operating, and maintaining the expanded solar electric generation facility, which will consist of photovoltaic panels, inverters, ground mount support structures and related equipment, hereinafter referred to as the Facilities, on the Easement Parcel and for access thereto.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. GRANT OF EASEMENT FOR SOLAR SITE. The Grantor hereby grants to the Grantee, its successors, assigns, lessees, and/or licensees the perpetual right, privilege, easement and authority, subject to the reversion clause set forth herein, to construct, operate, maintain, repair, replace and remove the Facilities, including but not limited to the necessary support structures, photovoltaic panels, inverters, meters, wires, energy storage facilities, security fencing, communications equipment and any and all other equipment reasonably necessary or convenient for the safe and proper operation and functioning of a solar generation facility, upon, over, under and across the Easement Parcel to form a part of the Facilities to be owned and operated by the Grantee, its successors, assigns, lessees, and/or licensees, together with the right of ingress, egress and access to and from the Easement Parcel in the exercise of the rights granted herein. Hereinafter, the term Grantee shall include Grantee, itself, and/or its successors, assigns, lessees, and licensees.

2. EASEMENT PERPETUAL. The easement granted hereby shall be perpetual easement, subject to the reversion clause set forth herein, for use of the Easement Parcel for the above stated purpose and for ingress and egress upon, over, under, across and for access to and from the Easement Parcel and the Facilities to be located on the Easement Parcel.

3. WARRANTIES OF TITLE. The Grantor warrants that it has good and indefeasible fee simple title to the Easement Parcel, subject only to covenants, easements and restrictions of record.

4. RIGHT TO CONTROL GROWTH OF TREES, BUSHES AND WEEDS. The Grantee shall have the right at all times, present and future, to cut, trim, or otherwise control the growth of any and all trees, bushes and weeds growing upon, over or adjacent to the Easement Parcel as may be necessary in the opinion of the Grantee for the installation, construction, operation, maintenance, repair, replacement, reconstruction and ultimately the removal of the Facilities.

5. LAND USE RESTRICTIONS. Grantor expressly reserves unto itself the use of the Easement Parcel for its electric utility purposes except to the extent such would interfere with the safe and proper operation and functioning of the Facilities and/or the use thereof by the Grantee. Grantor agrees not to erect any building or structure or create or permit any hazard or obstruction of any kind or character upon said Easement Parcel which may interfere with the safe and proper operation and functioning of the Facilities and/or the use thereof by the Grantee without written consent from the Grantee.

6. DAMAGE TO PROPERTY. Any and all damage to the Easement Parcel resulting from the Grantee's construction, operation, maintenance, repair, replacement and/or removal of the Facilities shall be repaired, replaced or reimbursed by the Grantee.

7. GENERATION SITING AND OPERATING AGREEMENT. Grantor and Grantee have executed a Generation Siting and Operating Agreement which governs their respective rights and responsibilities with respect to the Facilities.

8. REVERSION. The easement granted herein is subject to the express condition that when the Easement Parcel ceases to be used by the Grantee as the site of a solar generation facility, or if it shall be abandoned by the Grantee prior to such event, the perpetual right, privilege, easement and authority granted herein shall be forfeit, the easement shall be automatically released and all rights with respect to the Easement Parcel shall revert to the Grantor. Likewise, the easement shall terminate in all respects if the Grantor acquires ownership of the solar generation facility on the Easement Parcel.

9. SUCCESSORS AND ASSIGNS. This Easement Agreement shall be binding upon the successors, assigns, lessees and licensees of each party.

IN WITNESS WHEREOF the duly authorized representative of the Grantor has hereto set his or her hand and the duly authorized representative of the Grantee has set his hand this ____ day of _____, 20__.

VILLAGE OF RANTOUL

Grantor

Accepted:

ILLINOIS MUNICIPAL ELECTRIC AGENCY

By: _____
President & CEO

This Instrument Prepared By:

Troy A. Fodor
Vice President & General Counsel
ILLINOIS MUNICIPAL ELECTRIC AGENCY
3400 Conifer Drive
Springfield, Illinois 62711

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY, that _____, who is personally known to me to be the
_____ of the VILLAGE OF RANTOUL, an Illinois municipality, and
personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he executed the said
instrument as such officer of said municipality, pursuant to authority given by the Board of Trustees
of said municipality, and as his free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

Notary Public (Seal)

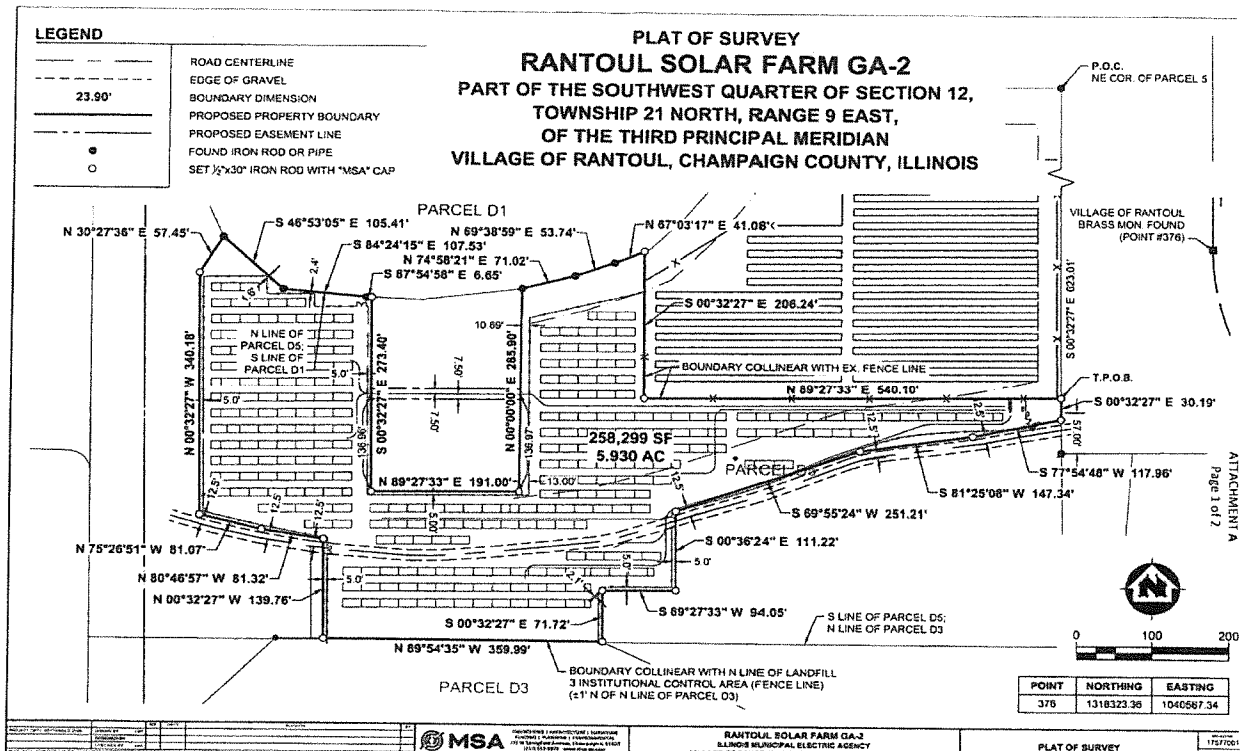
STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY, that KEVIN M. GADEN, who is personally known to me to be the
PRESIDENT & CEO of the ILLINOIS MUNICIPAL ELECTRIC AGENCY, a municipal
corporation and unit of local government of the State of Illinois, and personally known to me to be
the same person whose name is subscribed to the foregoing instrument, appeared before me this day
in person and acknowledged that he executed the said instrument as such officer of said municipal
corporation, pursuant to authority given by the Board of Directors of said municipal corporation,
and as his free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

Notary Public (Seal)

Exhibit A



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF CHAMPAIGN }

I, David E. Atchley, being Illinois Professional Land Surveyor 2950, do hereby certify that as the request of the owner, Illinois Municipal Electric Agency, I have caused a survey to be made and a plat to be drawn under my direct supervision of the following described tract of land:

Commencing at the Northeast corner of Parcel D5 as shown and described on a Plat of Survey by David E. Aitchley, Illinois Professional Land Surveyor Number 2950, Dated August 14, 2014,

[illegible]

This professional service conforms to the current Illinois minimum standards for a boundary survey.

Signed and Sealed this 26 day of October, 2020

David E. Aichley
Illinois Professional Land Surveyor No. 2950
License Expires November 30, 2020

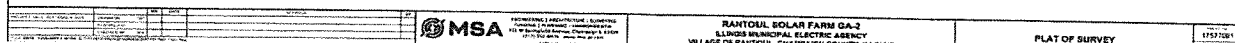
Design Firm License Number: 184000945-0010
Expires: April 30, 2021



Page 2 of 2

SURVEYOR'S NOTES

1. Field work for this plat of survey was performed on **December 18, 2015** and resurveyed **September 24, 2020**.
2. I set or found the corner monuments as shown on this plat of survey.
3. The surveyor did not make an examination or consider environmental subsurface conditions as part of this survey.
4. The surveyed tract is located in Zone "X" areas of minimal flood hazard, as shown on the Federal Emergency Management Agency (FEMA) Flood Map Service Center map number 17019C 0200D with effective date October 2, 2013.
5. The surveyed tract has **NO** direct access to a dedicated public right of way.
6. Bearings shown on this plat of survey are on the **Hillinois State Plane, East Zone (NAD 83)** coordinate system. Elevations shown on this plat of survey are based on the **NAVD 88** vertical datum.
7. The surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts which an accurate and current title search may disclose. There may exist other documents of record which affect this parcel.
8. The surveyor prepared the legal description shown on this plat of survey.



Reference

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE ____ OF ____
ITEM: Generation Siting & Operating Agreement – Phase 2 - IMEA	DEPARTMENT: Public Works
AGENDA SECTION:	PROJECT AMOUNT:
ATTACHMENTS: ☐ RESOLUTION ☒ OTHER (See Summary Highlights) ☒ SUPPORTING DOCUMENTS	DATE: November 23, 2020
SUMMARY HIGHLIGHTS: This Agenda Item provides for a generation siting and operating agreement between the Illinois Municipal Electric Agency (IMEA) and the Village of Rantoul, to allow the Village to serve as a host site for a second (2nd) solar generation facility. The IMEA has been striving to expand its renewable energy generation portfolio. One of those avenues has been to develop solar arrays within member municipal electric distribution systems. The Village was chosen in 2016 for a 1mW solar array project and has now been selected in 2020 to expand the initial array. The Village responded to the 2020 IMEA Request For Proposals (RFP) seeking members willing to offer and support a site for a new solar array. The Village was chosen in 2016 for a 1mW solar array which was constructed south of Heritage Lake and west of Titan Street. With underutilized area still available adjacent to this site, the Village proposed and submitted the adjoining area. The IMEA has reviewed the Village's submittal and selected this site to expand the current renewable energy site. The Village now has title to the property and has been working directly with the IMEA. The facilities which were installed to support and serve the original location, will also be utilize in serving the new installation. The IMEA has selected Altorfer as the third-party Power Provider who will construct, operate and maintain both solar facilities. The Village & Altorfer will execute an Interconnection Agreement for the electric system connectivity component. The IMEA has the option to purchase the facility in the future and would continue to operate it as a renewable energy facility.	
RECOMMENDED ACTION: Authorize the approval of a Generation Siting & Operating Agreement with the Illinois Municipal Electric Agency (IMEA) and the Village of Rantoul, to allow the Village to serve as a host site for a second solar generation facility.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR:
AGENDA PAGE NUMBER:	

REFERENCE

LICENSE TO USE LAND FOR SOLAR GENERATION SITE

This License to Use land for Solar Generation Site ("License") is granted this 4th day of Oct 2016 from the VILLAGE OF RANTOUL, an Illinois municipality, hereinafter referred to as the Grantor, to the ILLINOIS MUNICIPAL ELECTRIC AGENCY, a municipal corporation and unit of local government of the State of Illinois, hereinafter referred to as the Grantee.

The following recitals of fact are a material part of this instrument:

A. The Board of Trustees of the Village of Rantoul has approved the participation by the Village as the host of a solar energy generation project and the execution of a Generation Siting and Operating Agreement with the Grantee pursuant to which the Grantor has agreed to provide a parcel of land as the site for installation of the solar project.

B. The Grantor controls a tract of land described as follows and hereafter referred to as the License Parcel:

A tract of land being part of Section 12, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows, with bearings on the Illinois State Plane Coordinate System, East Zone: Commencing at the Southeast Corner of the Southeast Quarter of Section 11, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, proceed South 89°33'25" West along the South Line of said Southeast Quarter 75.78 feet; thence North 00°11'40" West 726.19 feet to the Southwest Corner of Parcel D5 as shown and described on a Plat of Survey by David E. Atchley, Illinois Professional Land Surveyor Number 2950, dated August 14, 2014, proceed along the following lines, all being part of the South and East lines of said Parcel D5: South 89°55'52" East 1322.90 feet; thence North 04°21'46" East 273.54 feet; thence South 89°27'17" West 93.75 feet; thence North 00°32'27" West 57.00 feet to the True Point of Beginning, said point being on the East Line of said Parcel D5; thence South 77°54'48" West 119.69 feet; thence South 81°25'08" West 148.04 feet; thence South 69°55'24" West 249.24 feet; thence South 74°12'41" West 110.20 feet; thence South 81°29'08" West 96.53 feet; thence North 00°00'00" East 345.00 feet to a North Line of said Parcel D5; thence along the following lines, all being on the North and East lines of said Parcel D5: North 74°58'21" East 71.10 feet; thence North 69°38'59" East 53.74 feet; thence North 67°03'17" East 48.81 feet; thence North 45°59'08" East 60.35 feet; thence North 39°37'18" East 70.36 feet; thence North 32°40'39" East 69.09 feet; thence North 28°51'22" East 100.18 feet; thence North 29°33'57" East 98.99 feet; thence North 37°05'15" East 83.06 feet; thence North 49°33'35" East 34.30 feet; thence North 89°27'33" East 230.00 feet; thence South 00°32'27" East 643.00 feet to the True Point of Beginning, encompassing 8.467 acres, more or less.

C. The License Parcel is presently unimproved land on the former site of the Chanute Air Force Base. The License Parcel is presently owned by the United States of America but under the control of the Village pursuant to a Lease between the Village and the Secretary of the Air Force on behalf of the United States of America, executed September 30, 1993, as amended and

supplemented. It is anticipated that the Village will acquire ownership of the License Parcel during the term of the aforementioned Generation Siting and Operating Agreement with the Grantee. The License Parcel is depicted on Exhibit A which is attached hereto and incorporated herein by reference.

D. The Grantee is a municipal power agency created under and empowered by the Illinois Joint Municipal Electric Power Act, 65 ILCS 5/11-119.1-1 et seq.

E. The Grantor is an Illinois municipality that owns and operates its own municipal electric distribution system and utility, and it is a Member-owner of the Grantee. The Grantor wishes to host a solar electric generation facility on the License Parcel to be interconnected with the Grantor's distribution system and to provide the electricity therefrom to serve the citizens and businesses of the Grantor.

E. The Grantee wishes to obtain a grant of rights and authority from the Grantor for the purpose of constructing, operating, and maintaining a solar electric generation facility, which will consist of photovoltaic panels, inverters, ground mount support structures and related equipment, hereinafter referred to as the Facilities, on the License Parcel and for access thereto.

F. The Grantor is willing to grant to the Grantee an exclusive easement upon, over, under and across the License Parcel for the above purpose at such time as the transfer of the ownership of the License Parcel from the Air Force to the Grantor can be completed, and until such time Grantor is willing to grant to the Grantee an exclusive license to use the License Parcel for such purpose.

G. The Grantor is willing to grant to the Grantee a license for access to the License Parcel over adjacent land under the control of the Grantor pursuant to the aforementioned Air Force Lease that is described as follows and hereafter referred to as the Access Parcel:

A tract of land 15 feet in width being part of Section 12, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, with bearings on the Illinois State Plane Coordinate System, East Zone, the centerline being described as follows:

Commencing at Village of Rantoul Brass Monument #376, also being a point of curvature along the west right-of-way line of Titan Drive, proceed 277.86 feet along a curve to the left, concave to the northeast, having a chord bearing of South 25°15'52" East, chord length of 269.21 feet, and radius of 319.94 feet to the True Point of Beginning; thence South 70°51'27" West 53.24 feet; thence North 85°55'39" West 224.27 feet; thence South 78°02'44" West 155.03 feet; thence South 81°25'08" West 146.47 feet; thence South 69°55'24" West 247.81 feet; thence South 74°12'41" West 112.47 feet; thence South 81°29'08" West 101.33 feet to the Point of Terminus, encompassing 0.358 acres, more or less, in Champaign County, Illinois.

H. The Access Parcel is presently unimproved land on the former site of the Chanute Air Force Base. The Access Parcel is depicted on Exhibit B which is attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. **GRANT OF LICENSE FOR SOLAR SITE.** The Grantor hereby grants to the Grantee, its successors, assigns, lessees, and/or sub-licensees the perpetual and irrevocable right, privilege, license and authority, subject to the reversion clause set forth herein, to construct, operate, maintain, repair, replace and remove the Facilities, including but not limited to the necessary support structures, photovoltaic panels, inverters, meters, wires, energy storage facilities, security fencing, communications equipment and any and all other equipment reasonably necessary or convenient for the safe and proper operation and functioning of a solar generation facility, upon, over, under and across the License Parcel to form a part of the Facilities to be owned and operated by the Grantee, its successors, assigns, lessees, and/or licensees, together with the right of ingress, egress and access to and from the License Parcel in the exercise of the rights granted herein. Except where the context requires otherwise, the term Grantee when used in this document shall include the Grantee, itself, and/or its successors, assigns, lessees, and sub-licensees.

2. **GRANT OF LICENSE FOR ACCESS LANE.** The Grantor hereby further grants to the Grantee the perpetual and irrevocable right, privilege, easement and authority of ingress, egress and access to and from the License Parcel upon, over and across the Access Parcel, subject to the reversion clause set forth herein.

3. **LICENSE PERPETUAL AND IRREVOCABLE.** The license rights granted hereby shall be perpetual and irrevocable rights running with the land, subject to the reversion clause set forth herein, for use of the License Parcel for the above stated purpose and for ingress and egress upon, over, under, across and for access to and from the License Parcel and the Facilities to be located on the License Parcel. Notwithstanding the foregoing, this License shall be terminated when replaced with an Easement granting the same or substantially similar rights to the Grantee following transfer of ownership of the License Parcel and Access Parcel to the Grantor from the Air Force.

4. **WARRANTIES OF GRANTOR'S RIGHTS.** The Grantor warrants that it has good and indefeasible rights to the License Parcel, including the right, power and authority to grant the license rights granted herein to the Grantee for the purpose set forth above.

5. **RIGHT TO CONTROL GROWTH OF TREES, BUSHES AND WEEDS.** The Grantee shall have the right at all times, present and future, to cut, trim, or otherwise control the growth of any and all trees, bushes and weeds growing upon, over or adjacent to the License Parcel as may be necessary in the opinion of the Grantee for the installation, construction, operation, maintenance, repair, replacement, reconstruction and ultimately the removal of the Facilities.

6. **LAND USE RESTRICTIONS.** Grantor expressly reserves unto itself the use of the License Parcel for its electric utility purposes except to the extent such would interfere with the safe and proper operation and functioning of the Facilities and/or the use thereof by the Grantee. Grantor agrees not to erect any building or structure or create or permit any hazard or obstruction of

any kind or character upon said License Parcel which may interfere with the safe and proper operation and functioning of the Facilities and/or the use thereof by the Grantee without written consent from the Grantee.

7. **DAMAGE TO PROPERTY.** Any and all damage to the License Parcel resulting from the Grantee's construction, operation, maintenance, repair, replacement and/or removal of the Facilities shall be repaired, replaced or reimbursed by the Grantee.

8. **GENERATION SITING AND OPERATING AGREEMENT.** Grantor and Grantee have executed a Generation Siting and Operating Agreement which governs their respective rights and responsibilities with respect to the Facilities.

9. **REVERSION.** The license granted herein is subject to the express condition that when the License Parcel ceases to be used by the Grantee as the site of a solar generation facility, or if it shall be abandoned by the Grantee prior to such event, the perpetual right, privilege, license and authority granted herein shall be forfeit, the license shall be automatically released and all rights with respect to the License Parcel shall revert to the Grantor. Likewise, the license shall terminate in all respects if the Grantor acquires ownership of the solar generation facility on the License Parcel.

10. **SUCCESSORS AND ASSIGNS.** This License shall be an agreement binding upon the successors, assigns, lessees and sub-licensees of each party, if any.

IN WITNESS WHEREOF the duly authorized representative of the Grantor has hereto set his or her hand and the duly authorized representative of the Grantee has set his hand this 4th day of Oct, 2016

VILLAGE OF RANTOUL

Charles Smith
Grantor

Accepted:

ILLINOIS MUNICIPAL ELECTRIC AGENCY

By: Kim M. Fodor

President & CEO

This Instrument Prepared By:

Troy A. Fodor
Vice President & General Counsel
ILLINOIS MUNICIPAL ELECTRIC AGENCY
3400 Conifer Drive

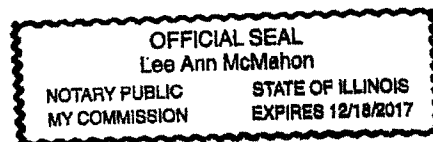
Springfield, Illinois 62711

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Charles Smith who is personally known to me to be the Mayor of the VILLAGE OF RANTOUL, an Illinois municipality, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed the said instrument as such officer of said municipality, pursuant to authority given by the Board of Trustees of said municipality, and as his free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this 4 day of October, 2016

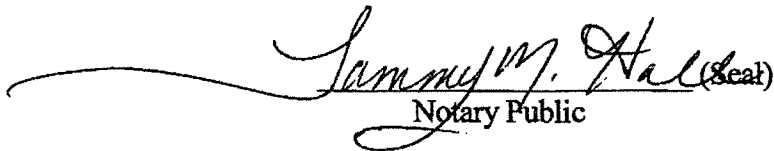

Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

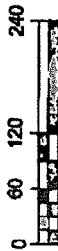
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that KEVIN M. GADEN, who is personally known to me to be the PRESIDENT & CEO of the ILLINOIS MUNICIPAL ELECTRIC AGENCY, a municipal corporation and unit of local government of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed the said instrument as such officer of said municipal corporation, pursuant to authority given by the Board of Directors of said municipal corporation, and as his free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this 7th day of October, 2016


Notary Public



PLAT OF SURVEY



SURVEYOR'S NOTES

1. Field work was completed for this project on December 16, 2016.
2. This professional service conforms to the current Illinois Minimum Standards for a Boundary Survey.
3. I set or found the corner monuments as shown on the Plat.
4. Subsurface and environmental conditions were not examined or considered as a part of this survey.

POINT #	NORTHING	EASTING
376	1318323.5777	10406187.3393

SURVEYOR'S CERTIFICATION

STATE OF ILLINOIS
COUNTY OF CHAMPAIGN

I, David E. Atchley, being license Professional Land Surveyor 2650, do hereby certify that at the request of the owner, Illinois Municipal Electric Agency, I have caused a survey to be made and a plat to be drawn under my direct supervision of the following described tract of land:

A tract of land being part of Section 12, Township 21 North, Range 8 East of the Third Principal Meridian, Champaign County, Illinois, described as follows, with bearings on the Illinois State Plane Coordinate System, East Zone:

Commencing at the Southwest Corner of the Southeast Quarter of Section 11, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, proceed South 88°33'25" West along the South Line of said Southeast Quarter 110°1'40" West 728.19 feet to the Southwest Corner of Parcel D5 as shown and described on a Plat of Survey by David E. Atchley, Illinois Professional Land Surveyor Number 28509, dated August 14, 2014, proceed along the following lines, all being part of the South Line and East lines of said Parcel D5: South 68°55'52" East 1323.93 feet; thence North 04°21'49" East 273.54 feet; thence South 88°27'17" West 581.75 feet; thence North 00°32'27" West 57.00 feet to the True Point of Beginning; said point being on the East Line of said Parcel D5; West 119.69 feet to the Northwest Corner of Parcel D5; East 148.04 feet; thence South 68°56'24" West 249.24 feet; thence South 74°12'41" West 110.20 feet; thence South 61°29'09" West 96.53 feet; thence North 00°00'00" East 345.00 feet to a North Line and said Parcel D5, thence along the following lines, all being on the North and East lines of said Parcel D5: North 74°50'21" East 71.40 feet; thence North 68°25'09" East 63.74 feet; thence North 67°03'17" East 48.61 feet; thence North 68°59'08" East 90.38 feet; thence North 38°37'16" East 70.38 feet; thence North 32°40'38" East 69.09 feet; thence North 28°51'22" East 100.16 feet; thence North 20°33'57" East 98.98 feet; thence North 37°05'18" East 82.08 feet; thence North 48°33'59" East 34.30 feet; thence North 68°27'33" East 230.00 feet; thence South 00°32'27" East 643.00 feet to the True Point of Beginning, encompassing 8.467 acres, more or less.

Stored and Sealed this 29 day of December, 2015.

David E. Atchley
Illinois Professional Land Surveyor No. 23650
License Expires November 30, 2016

HERITAGE LAKE SOLAR BITE
ILLINOIS MUNICIPAL ELECTRICAL AGENCY
VILLAGE OF PRINCETON, CHAMPAIGN COUNTY, ILLINOIS

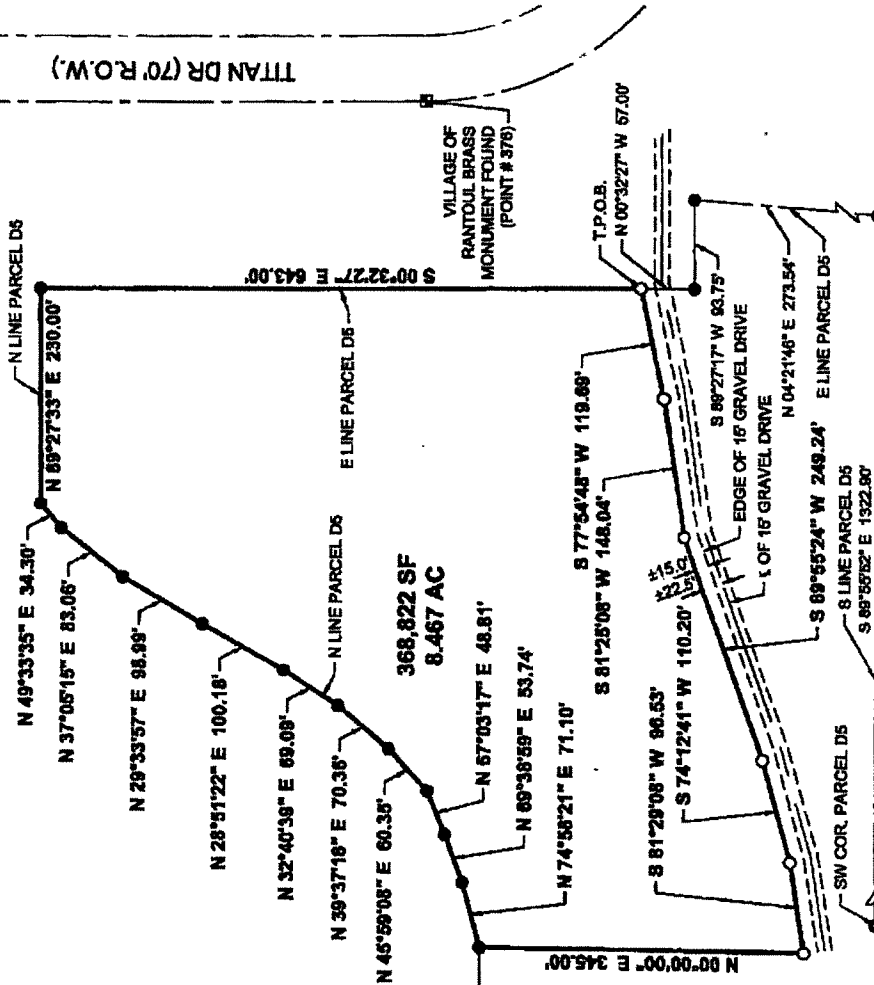
PLAT OF SURVEY

[illegible]

LEGEND

PROPERTY BOUNDARY	23.90'
PROPERTY LINE	23.90'
EDGE OF GRAVEL	●
ROAD CENTERLINE	○

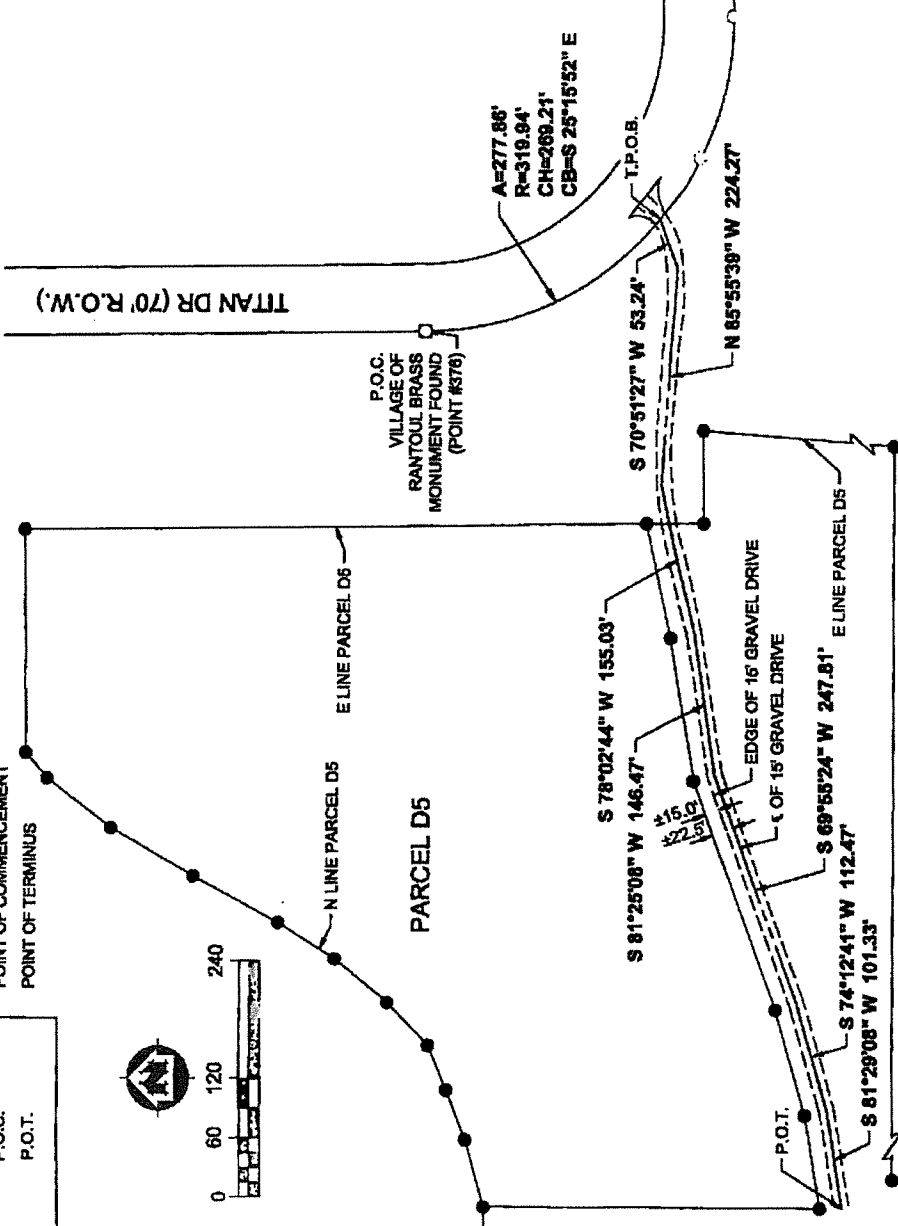
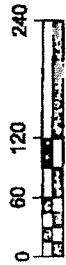
BOUNDARY DIMENSION	MEASURED DIMENSION	FOUND IRON ROD	SET 1/2"x30" IRON ROD V
1	1.00	1.00	1.00
2	1.00	1.00	1.00
3	1.00	1.00	1.00
4	1.00	1.00	1.00
5	1.00	1.00	1.00
6	1.00	1.00	1.00
7	1.00	1.00	1.00
8	1.00	1.00	1.00
9	1.00	1.00	1.00
10	1.00	1.00	1.00
11	1.00	1.00	1.00
12	1.00	1.00	1.00
13	1.00	1.00	1.00
14	1.00	1.00	1.00
15	1.00	1.00	1.00
16	1.00	1.00	1.00
17	1.00	1.00	1.00
18	1.00	1.00	1.00
19	1.00	1.00	1.00
20	1.00	1.00	1.00
21	1.00	1.00	1.00
22	1.00	1.00	1.00
23	1.00	1.00	1.00
24	1.00	1.00	1.00
25	1.00	1.00	1.00
26	1.00	1.00	1.00
27	1.00	1.00	1.00
28	1.00	1.00	1.00
29	1.00	1.00	1.00
30	1.00	1.00	1.00
31	1.00	1.00	1.00
32	1.00	1.00	1.00
33	1.00	1.00	1.00
34	1.00	1.00	1.00
35	1.00	1.00	1.00
36	1.00	1.00	1.00
37	1.00	1.00	1.00
38	1.00	1.00	1.00
39	1.00	1.00	1.00
40	1.00	1.00	1.00
41	1.00	1.00	1.00
42	1.00	1.00	1.00
43	1.00	1.00	1.00
44	1.00	1.00	1.00
45	1.00	1.00	1.00
46	1.00	1.00	1.00
47	1.00	1.00	1.00
48	1.00	1.00	1.00
49	1.00	1.00	1.00
50	1.00	1.00	1.00
51	1.00	1.00	1.00
52	1.00	1.00	1.00
53	1.00	1.00	1.00
54	1.00	1.00	1.00
55	1.00	1.00	1.00
56	1.00	1.00	1.00
57	1.00	1.00	1.00
58	1.00	1.00	1.00
59	1.00	1.00	1.00
60	1.00	1.00	1.00
61	1.00	1.00	1.00
62	1.00	1.00	1.00
63	1.00	1.00	1.00
64	1.00	1.00	1.00
65	1.00	1.00	1.00
66	1.00	1.00	1.00
67	1.00	1.00	1.00
68	1.00	1.00	1.00
69	1.00	1.00	1.00
70	1.00	1.00	1.00
71	1.00	1.00	1.00
72	1.00	1.00	1.00
73	1.00	1.00	1.00
74	1.00	1.00	1.00
75	1.00	1.00	1.00
76	1.00	1.00	1.00
77	1.00	1.00	1.00
78	1.00	1.00	1.00
79	1.00	1.00	1.00
80	1.00	1.00	1.00
81	1.00	1.00	1.00
82	1.00	1.00	1.00
83	1.00	1.00	1.00
84	1.00	1.00	1.00
85	1.00	1.00	1.00
86	1.00	1.00	1.00
87	1.00	1.00	1.00
88	1.00	1.00	1.00
89	1.00	1.00	1.00
90	1.00	1.00	1.00



INGRESS-EGRESS EASEMENT EXHIBIT PART OF THE SOUTHWEST QUARTER OF SECTION 12 TOWNSHIP 21 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS

LEGEND

PROPERTY LINE	—
EDGE OF GRAVEL	- - -
EASEMENT CENTERLINE	—
FOUND IRON ROD	●
TRUE POINT OF BEGINNING	●
POINT OF COMMENCEMENT	●
POINT OF TERMINUS	●
T.P.O.B.	●
P.O.C.	●
P.O.T.	●

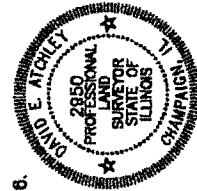


EASEMENT DESCRIPTION

A tract of land 15 feet in width being part of Section 12, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, with bearings on the Illinois State Plane Coordinate System, East Zone, the centerline being described as follows:

Commencing at Village of Rantoul Brass Monument #376, also being a point of curvature along the west right-of-way line of Titan Drive, proceed 277.86 feet along a curve to the left, conceive to the northeast, having a chord bearing of South 25°15'52" East, chord length of 269.21 feet, and radius of 319.94 feet to the True Point of Beginning; thence South 70°51'27" West 53.24 feet; thence North 85°55'38" West 224.27 feet; thence South 78°02'44" West 155.03 feet; thence South 81°25'08" West 146.47 feet; thence South 74°12'41" West 112.47 feet; thence South 81°29'08" West 101.33 feet to the Point of Terminus, encompassing 0.358 acres, more or less, in Champaign County, Illinois.

Signed and Sealed this 18th day of August, 2016.



David E. Atchley

David E. Atchley
Illinois Professional Land Surveyor No. 2850
License Expires November 30, 2016

SPACE RESERVED FOR
RECORDER'S STAMP

HERITAGE LAKE SOLAR SITE ILLINOIS MUNICIPAL ELECTRIC UTILITY VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS	INGRESS-EGRESS EASEMENT EXHIBIT	18" x 11"
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DATE OF SURVEY	8/18/2016
DATE OF RECORDING	8/18/2016
DATE OF EXPIRATION	11/30/2016
DATE OF REISSUANCE	
DATE OF CANCELLATION	

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM 1 PAGE 1 OF 2

ITEM: Purchase new air packs	DEPARTMENT: Fire Department
AGENDA SECTION:	AMOUNT: \$361,122.11
ATTACHMENTS: () ORDINANCE () RESOLUTION () OTHER (See Summary) (X) SUPPORTING DOCUMENTS	DATE: 14-Dec-20
SUMMARY HIGHLIGHTS: The Fire Department needs to replace our Scott air packs. We purchased the air packs that we have at this time in October of 2000. At that time we bought 40 air packs and 108 bottles. As of now when we send the air packs in for maintenance they come back saying that parts are no longer made for these units. We have six packs that are useless to us at this time. The air pack straps that hold the pack to us when we have it on also are showing signs of wear. The black straps are turning red which shows that they have been subject to high levels of heat. The last two years we have applied for Federal grants to replace them. We received word last month that we did not get our request to get them again this year. The technology changes a lot with anything including air packs. The newest ones have buddy breather capability built with in them. Ours at this time do not. Buddy breather means that if one of our firefighters were to run out of air, one of the other firefighters could take out a spare line built within the pack and let them breath air while they both return to safety. This feature along with a lot of other features that we are asking for within the air packs will help us keep in line with NFPA requirements and help us with our ISO rating. The air packs that we are asking for is the Scott X3 Air Pak Pro CGA, 4.5 Standard Harness with Parachute buckles, standard belt with no escape rope. C5 regulator with quick disconnect, UEBSS, SemsII Pro and needed accesories We will need 40 of these with C5 style face masks. The 4.5 bottles and stems will be the 30 year rated with an approximate 45 minute breathing duration. We are staying with the carbon-wrapped style bottles because of their lighter weight. We want to go to a 30 year bottle to save money in the long run. If we go to a 15 year bottle it would cost us approximately \$112,500.00. Then again in 15 years we would have to spend this or more. With a 30 year bottle the costs will be \$147,247.00 or a savings of almost \$77,800.00.	
RECOMMENDED ACTION: Approve the above request for the Fire Department	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR
AGENDA PAGE NUMBER: 1	

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM 1 PAGE 2 OF 2

ITEM: Purchase new air packs and bottles	DEPARTMENT: Fire
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: () ORDINANCE () RESOLUTION () OTHER (See Summary) (X) SUPPORTING DOCUMENTS	DATE: 12/14/2020
SUMMARY HIGHLIGHTS: We will need a total of 100 bottles and stems. The bottles will still have to be hydro tested every 5 years as as we do now on our existing bottles. Our existing bottles are only rated at 2216 psi which gives us about 15-20 minutes of working air. The 4.5 psi bottles will give us approximately 45 minutes of working air plus the advantage of the buddy breather. The costs of this is cheaper than HGAC. We will be purchasing this request from MES as the are the sole F1 distributor of Scott products in Illinois. The new air packs also have a lifetime warranty as long as we own the air packs. Our existing air compressor and storage bottles in the station and our rescue truck are compatable with the higher air pressure. The total costs for this is \$361,122.11 will come from the capital budget. This is a major safety item for the fire department, please consider the request to purchase the new air packs and bottles.	
RECOMMENDED ACTION: Approve the above request for the Fire Department	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**CONTRACT PRICING WORKSHEET**
For Catalog & Price Sheet Type PurchasesContract
No.:

EE08-19

Date
Prepared:

12/16/2020

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	RANTOUL, VILLAGE OF (FD)	Contractor:	Municipal Emergency Services
Contact Person:	Chief Ken Waters	Prepared By:	Janet Cardenas
Phone:	(217) 892-6800	Phone:	1-800-784-0404
Fax:		Fax:	281-442-9199
Email:	kwaters211@aol.com	Email:	jcardenas@mesfire.com

Catalog / Price Sheet Name:	Scott
General Description of Product/ Product Code	EE19ADA

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
40	X8814026305A04 AIRPAK X3 PRO CGA. 4.5, STANDARD HARNESS WITH PARACHUTE BUCKLES, STANDARD BELT WITH NO ESCAPE ROPE, C5 REGULATOR WITH QUICK DISCONNECT, UEBSS, SEMS II PRO HGAC Pricing 15% Off List Price of \$9,415.00	\$8,002.75	\$320,110.00
100	804722-35 CYL&VLV ASSY, C,30YR,45M,4.5 HGAC Pricing 15% Off List Price of \$2,031.00	\$1,726.35	\$172,635.00
1	201088-03 SEMS II, USB Gateway HGAC Pricing 15% Off List Price of \$2,150.00	\$1,827.50	\$1,827.50
1	8006951 Monitor Software Pro Edition Add-on HGAC Pricing 15% Off List Price of \$0.00	\$0.00	\$0.00
1	201051-01 SEMS II Repeater HGAC Pricing 15 % Off List Price of \$2,000.00	\$1,700.00	\$1,700.00
1	200773-01 RFID Reader/Writer HGAC Pricing 15% Off List Price of \$715.00	\$607.75	\$607.75
1	200774-01 RFID cards, 10 pack HGAC Pricing 15% Off List Price of \$135.00	\$114.75	\$114.75
40	FP1MK000000000 Vision C5 Facepiece (NIOSH/NFPA Approved)Medium Face Seal, Kevlar Headnet, No Spare Headnet HGAC Pricing 15% Off List Price of \$430.00	\$365.50	\$14,620.00
Total From Other Sheets, If Any:			
Subtotal A:			\$511,615.00

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
1	8005197 Scott Connect Monitor Software - includes 10 downloads	\$1.00	\$1.00
Total From Other Sheets, If Any:			
Subtotal B:			\$1.00

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options.

For this transaction the percentage is:

0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

SPECIAL DISCOUNT	-\$150,493.89
Subtotal C:	-\$150,493.89

Delivery Date: 4-6 WEEKS

D. Total Purchase Price (A+B+C):

\$361,122.11



124 East First Street
Deer Creek, IL 61733

Sales Order

Date	11/25/2020
Order #	SO1425784
Terms	Net 30
PO #	AIRPACKS
Sales Rep	Short, Trent
Shipping Method	FedEx Ground
Ship Complete	No
Customer	RANTOUL, VILLAGE OF (FD)
Customer #	C36126

Bill To
Angie Schultz
RANTOUL, VILLAGE OF (FD)
333 S. Tanner
Rantoul IL 61866

Ship To
WATER'S ELECTRIC
C/O KEN WATERS
127 N. GARRARD
Rantoul IL 61866
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
Scott X3	X8814026305...		X8814026305A04 Scott X3 AIRPAK X3 PRO CGA, 4.5, STANDARD HARNESS WITH PARACHUTE BUCKLES, STANDARD BELT WITH NO ESCAPE ROPE, C5 REGULATOR WITH QUICK DISCONNECT, UEBSS, SEMS II PRO	40	6,424.35	256,974.00
201088-03			SEMS II, USB GATEWAY	1	1,746.88	1,746.88
8006951			Monitor for X3 PRO	1	0.00	0.00
201051-01			REPEATER ASSY	1	1,625.00	1,625.00
200773-01			RFID WRITER KIT	1	580.94	580.94
200774-01			R.F.I.D. Tag Kit	1	109.69	109.69
FP1MK0000000 000			Vision C5 Facepiece (NIOSH/NFPA Approved) Medium Face Seal, Kevlar Headnet, No Spare Headnet	40	293.41	11,736.40
8005197			Scott Connect Monitor Software - includes 10 downloads	1	1.00	1.00
804722-35			CYL&VLV ASSY, C,30YR,45M,4.5	60	1,472.47	88,348.20
804722-35			CYL&VLV ASSY, C,30YR,45M,4.5 FREE BOTTLES FROM SCOTT	40	0.00	0.00

Subtotal	361,122.11
Shipping Cost (FedEx Ground)	0.00
Total	\$361,122.11

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.
Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



SO1425784



SCOTT™
Fire & Safety

Introducing an exciting change to the warranty for the 3M™ Scott™ Air-Pak™ X3 Pro SCBA.

When you purchase a 3M Scott Air-Pak X3 Pro SCBA, compliant to the NFPA 1981, 2018 Edition standard, you will receive a bumper-to-bumper warranty for as long as you own the product at no additional cost.



- ✓ Backframe & Harness
- ✓ Pneumatics
- ✓ Electronics
- ✓ Facepiece
- ✓ Cylinder



**No
Additional
Cost**

With the **As Long As You Own It – Air-Pak SCBA Warranty**, customers will have peace of mind knowing that their most important investment is backed for the lifetime ownership of the product. No more crunching numbers to help manage maintenance costs towards the end of the product's life cycle.

This latest warranty from 3M Scott Fire & Safety reinforces our commitment to you - **the customer** - and further reduces your lifetime cost of ownership for the Air-Pak X3 Pro SCBA.

Proven performance – reliable and durable

Budget-friendly

No mandatory parts replacement

No overhaul requirements

Backed by an extensive service center network



NFPA 1981/1982, 2018 COMPLIANT AIR-PAK™ SCBA LIMITED WARRANTY

3M™ Scott™ Fire & Safety (3M SCOTT) warrants NFPA 1981/1982, 2018 compliant Air-Pak SCBA, including facepiece and cylinder (THE PRODUCTS) to be free from defects in workmanship and materials for as long as THE PRODUCTS are owned by the original end-user purchaser. This warranty applies to all components of THE PRODUCTS including all accessories and optional equipment purchased and supplied at the time of original sale of THE PRODUCTS, except voice communication devices and accessories, in-mask thermal imaging devices, integrated self-rescue belts, consumable supplies, and carrying cases.

3M SCOTT warrants all voice communication devices and in-mask thermal imaging devices to be free from defects in workmanship and materials for a period of five (5) years from the date of original manufacture by 3M SCOTT.

3M SCOTT warrants all integrated self-rescue belts, paddle PTT accessories, ring PTT accessories, throat mic accessories, command communication headset accessories, programmer modules, consumable supplies, and carrying cases to be free from defects in workmanship and materials for a period of one (1) year from the date of original manufacture by 3M SCOTT.

3M SCOTT's obligation under this warranty is limited to replacing or repairing (at 3M SCOTT's option) THE PRODUCTS or components shown to be defective in either workmanship or materials.

Only personnel of 3M SCOTT or, when directed by 3M SCOTT, authorized 3M SCOTT service providers are authorized to perform warranty obligations. This warranty does not apply to defects or damage caused by any repairs of or alterations to THE PRODUCTS made by owner or any third party unless expressly permitted by 3M SCOTT product manuals or by written authorization from 3M SCOTT. To obtain performance under this warranty, and as a condition precedent to any duty of 3M SCOTT, the purchaser must return such products to 3M SCOTT, a 3M SCOTT authorized distributor or a 3M SCOTT authorized service center. Any product returned to 3M SCOTT shall be sent to "3M SCOTT FIRE & SAFETY" (Attn: Warranty Claim Dept.), 4320 Goldmine Road, Monroe, NC 28110.

This warranty does not apply to any malfunction of or damage to THE PRODUCTS resulting from accident, misuse or abuse.

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, 3M SCOTT EXPRESSLY DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH THE SALE OR USE OF 3M SCOTT PRODUCTS, AND NO OTHER FIRM OR PERSON IS AUTHORIZED TO ASSUME ANY SUCH LIABILITY. THIS WARRANTY APPLIES ONLY TO THE ORIGINAL END-USER PURCHASER AND IS NON-TRANSFERABLE.



As Long As You Own It Air-Pak SCBA Warranty

Question

What is the warranty period?

Answer

The warranty period is for as long as you own the product.

Question

What does the warranty cover?

Answer

The warranty covers defects in workmanship and materials for as long as the product is owned by the original end-user purchaser.

Question

What products are covered under the warranty?

Answer

The warranty covers the Air-Pak X3 Pro SCBA, including the integrated PASS device, compliant to the NFPA 1981/1982, 2018 Edition standards. An Air-Pak X3 Pro SCBA consists of a backframe & harness, pressure reducer, mask-mounted regulator, facepiece, and carbon-wrapped cylinders.

Question

Does the warranty cover accessories?

Answer

As part of the new As Long As You Own It warranty, 3M Scott has extended the warranty period to five (5) years for the facepiece-mounted communications and hands-free Sight thermal imager devices.

Question

Are there any exclusions with the warranty?

Answer

The warranty excludes communications accessories, alkaline batteries, carrying cases, and storage bags.

Question

Do I have to register my Air-Pak X3 Pro SCBA to activate the warranty?

Answer

Registration is not required to activate the warranty upon purchase by the end-user.

Question

Are there any requirements to maintain the warranty?

Answer

In support of a lower total cost of ownership for the Air-Pak X3 Pro SCBA, the warranty does not require any forced parts replacement, periodic overhaul, or functional testing of the product. It is suggested to follow the manufacturer's recommended testing schedule, as outlined in the user instructions for the product.

Question

Is the warranty transferable?

Answer

The warranty only applies to the original end-user purchaser of the Air-Pak X3 Pro SCBA, compliant to the NFPA 1981/1982, 2018 Edition standards.

Question

Is the warranty retroactive to older Air-Pak SCBA products?

Answer

The warranty only applies to the Air-Pak X3 Pro SCBA, compliant to the NFPA 1981/1982, 2018 Edition standards.

Question

How do I obtain warranty support?

Answer

3M Scott Fire & Safety offers an extensive network of authorized distributor service centers with factory trained and certified technicians to provide warranty service support for the Air-Pak X3 Pro SCBA and other ancillary products. 3M Scott Fire & Safety also offers in-house service programs that provide flexibility for those customers that wish to take ownership of their own service needs.

Question

Where can I find the warranty terms?

Answer

Full warranty terms can be found in the user instructions provided with the Air-Pak X3 Pro SCBA, compliant to the NFPA 1981, 2018 Edition standard.

**3M Scott Fire & Safety**

Personal Safety Division
Monroe Center, P.O. Box 569
Monroe, NC 28111

Phone 1-800-247-7257
Email US-3M-ScottMonroeCSR@mmm.com
Web 3MScott.com

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SCOTT
Fire & Safety

3MTM ScottTM Air-PakTM X3 Pro

Self-Contained Breathing Apparatus

NFPA 1981/1982, 2018 Edition



Air-Pak™ X3 Pro SCBA

More than ready.

3M™ Scott™ Fire & Safety has been committed to serving the fire service for more than 85 years. In that time, our purpose and focus has remained unchanged – to provide the most reliable and durable personal protective equipment to ensure the safety of firefighters and first responders. The result is an Air-Pak SCBA built with quality and precision that you can trust to perform in the most demanding conditions. This level of proven, trusted performance has been carried forward with our latest Air-Pak SCBA platform.

Building on this tradition, 3M Scott Fire & Safety is proud to announce the continuation of the Air-Pak™ X3 Pro platform with its latest NFPA 1981/1982, 2018 Edition offering.

NFPA 1981/1982, 2018 Editions Standards Highlights

Second Stage Regulator Retention & Removal

- Strength of interface test added to verify the connection between the facepiece and second stage regulator
- If the SCBA incorporates a removable regulator, two distinct actions for disconnection are required prior to removal of the regulator

Pneumatic Data-logging

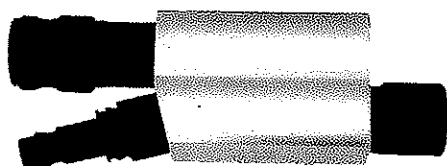
- All SCBA shall incorporate data-logging and, at a minimum, the following events and data points shall be identified and recorded with a date and time stamp for each event:
 - Initial activation pressure
 - SCBA pressure on the high-pressure side of the first stage pressure reducer
 - Data-logging at 30 second intervals
 - Transmission of HUD visual information signals for cylinder breathing air
 - 100%, 75%, 50%, and 35% (EOSTI)
 - Breathing rate at 30 second intervals
 - HUD deactivation pressure

Universal Emergency Breathing Safety System (UEBSS)

- New standardized fittings (Rectus type) for all manufacturers

Universal PASS Tone

- All PASS devices have a universal sound regardless of the manufacturer
 - This requirement was originally incorporated into the NFPA 1982, 2013 Edition standard as part of a Tentative Interim Amendment (TIA)



Universal UEBSS



Air-Pak™ X3 Pro SCBA

More than ready.

The Air-Pak™ X3 Pro SCBA is built on a foundation of redundant safety features, providing unparalleled performance to protect the family of firefighters who expect the best in the most demanding conditions, with a focus on enhancing Cleanability, Comfort, and Connectivity to ensure the security and comfort of today's firefighter.

With the new As Long As You Own It Air-Pak SCBA Warranty, customers will have peace of mind knowing that their most important investment is backed for the lifetime ownership of the product.



**Proven. Trusted.
Performance.**

- New harness materials offer greater resistance to chemical exposure and less water absorption to help minimize contamination
- Easy-to-remove harness allows for cleaning and decontamination to help with exposure reduction
- New shoulder harness design improves the ease of donning and minimizes pressure points to help reduce user fatigue
- Natural articulation (i.e. waist pad) promotes greater range of motion to the user, while transferring weight to the hips for a more balanced load
- Proven regulator design offers low breathing resistance to help reduce user burden and improve operational efficiencies
- Redundant safety features afford firefighters peace of mind knowing that the SCBA will perform in the toughest environments
- 3M™ Scotchlite™ Reflective Material delivers enhanced visibility of the SCBA when operating in low light conditions, improving safety and accountability on the fireground.
- Bluetooth® enabled electronics support wireless connectivity between devices for improved configurability, data transmission/retrieval, firefighter safety and fireground accountability
- Electronic PAR (ePAR) provides wireless, bi-directional communication between the firefighter and incident command (using Monitor Pro telemetry software) to help improve fireground accountability and communications
- System Integrity Alarm provides visual and audible alerts to notify SCBA wearer and incident command (using Monitor Pro telemetry software) of impending electronics degradation due to elevated temperature.
- Integrated RFID tags provide local storage of SCBA information that can be wirelessly interrogated for asset tracking
- Proudly "Made in the USA" with attention to quality and workmanship

Safety and Performance From All Sides

5.5 Cylinder Technology minimizes weight and profile, helping to reduce user fatigue, improve productivity, and decrease injuries

As Long As You Own It Warranty provides peace of mind knowing that your most important investment is backed for your lifetime ownership of the SCBA

Proudly **"Made in the USA"** with attention to quality and workmanship

Easy-to-Remove Harness allows for cleaning and decontamination to help with exposure reduction

Meets the latest **NFPA 1981/1982, 2018 Edition** standards

Central Power Source improves battery management to minimize cost of ownership

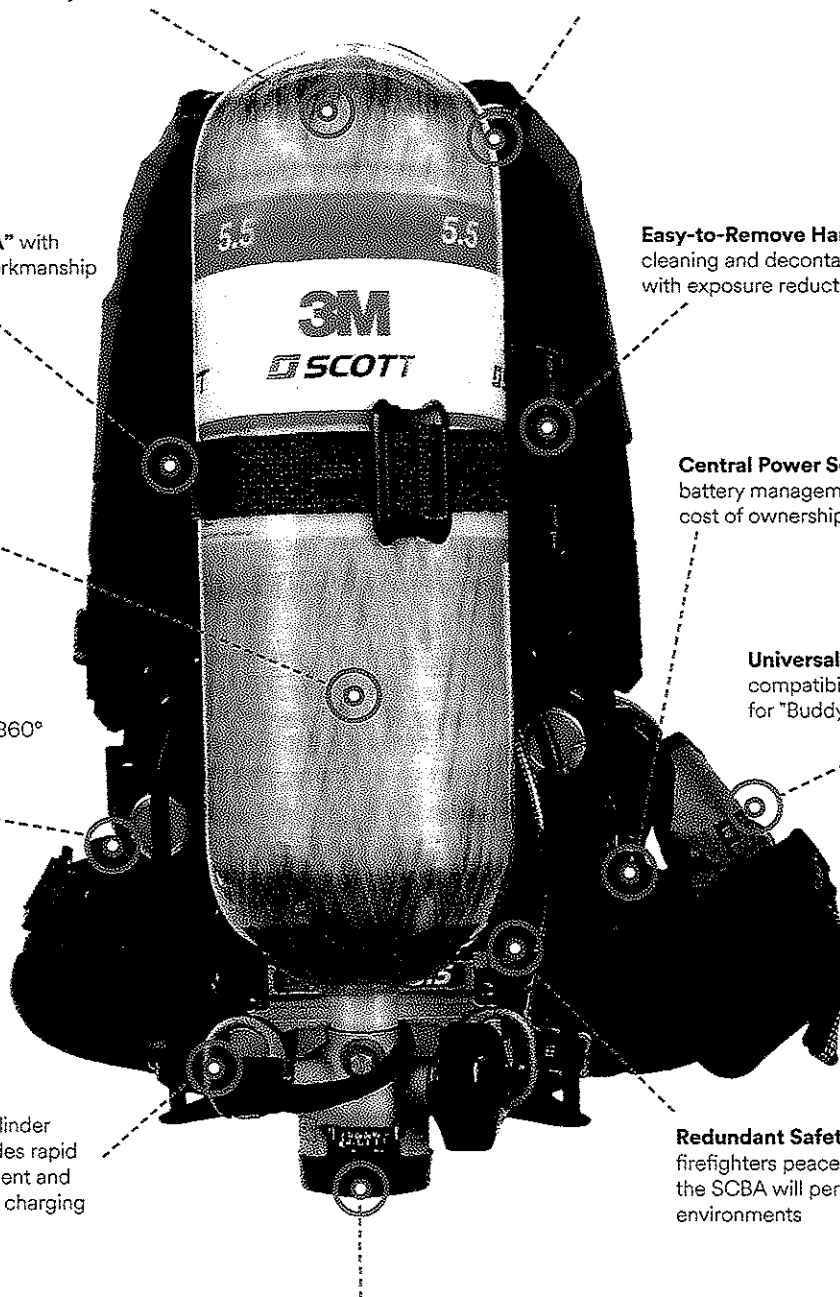
"Buddy" Lights enable a 360° view of the firefighter's air pressure and PASS status

Universal EBSS provides compatibility between SCBA for "Buddy Breathing"

Snap-Change cylinder connection provides rapid cylinder replacement and improves cylinder charging efficiencies

Redundant Safety Features afford firefighters peace of mind knowing that the SCBA will perform in the toughest environments

RFID-Enabled Bumper tracks cylinder fill history and monitors DOT compliance (i.e. hydrostatic testing)



Safety and Performance From All Sides

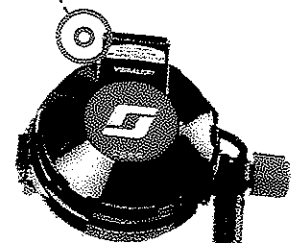
Integrated Drag Rescue Loop provides a horizontal pull strength of 1000 lbs to assist with rescuing a downed firefighter

Aluminum Alloy Backframe offers a lightweight, durable design to withstand the rigors of the fireground

New Harness Materials offer greater resistance to chemical exposure and less water absorption to help minimize contamination

Electronic PAR (ePAR) provides wireless communication between the firefighter and incident command (using Monitor Pro telemetry software) to improve fireground accountability and communications

Proven Regulator Design offers low breathing resistance to help reduce user burden and improve operational efficiencies



New Buckle Design provides firm hold to prevent inadvertent loosening of shoulder and waist straps to help provide a secure fit of SCBA on the firefighter

"Buddy" Lights enable a 360° view of the firefighter's air pressure and PASS status

Naturally Articulating Waist Pad promotes greater range of motion to the firefighter, while transferring weight to the hips for a more balanced load

3M™ Scotchlite™ Reflective Material enhances visibility of the SCBA when operating in low light conditions, improving safety and accountability on the fireground



Providing Value To Our Customers

Stay Connected To Your Most Important Assets

Two of the most critical components of a successful fireground operation are maintaining personnel accountability and effective communications. These also happen to be two of the biggest challenges that fire departments are faced with today. As an incident commander, there is no greater fear than losing track of one of your firefighters and not being able to communicate. This is where 3M Scott Fire & Safety's latest SCBA solution comes in.

The Air-Pak™ X3 Pro SCBA incorporates an ePAR feature that enables an incident commander to check the PAR status of a firefighter without the need to broadcast over the radio network. Utilizing SEMS II Pro with Monitor Pro telemetry software, a PAR request is sent to the firefighter with an audible and visual alert notification. With a simple click of a button on the PASS console, the firefighter sends an acknowledgment back to incident command. By reducing excess radio traffic and relying on data transmission through the SEMS II wireless telemetry system, accountability is preserved while helping to maintain effective radio communications for when it matters most.

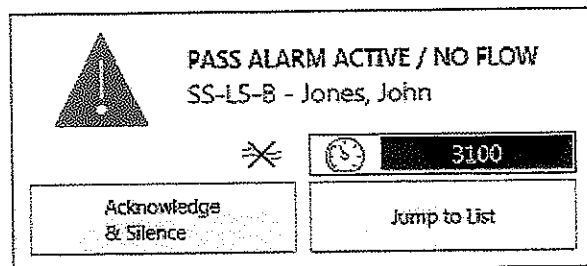
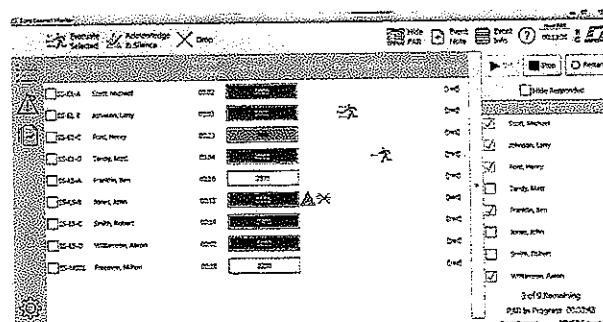


Improving Accountability One Firefighter at a Time

The Monitor telemetry software solution puts critical, real-time responder SCBA information at incident command's fingertips. Designed for use on modern, touch-enabled PCs, this easy-to-understand air management solution allows incident command to see air, PASS and EVAC data available while establishing and maintaining command. Additional alert notifications – high flow or no flow condition at full alarm PASS – provide incident command with enhanced situational intelligence to guide critical decision making.

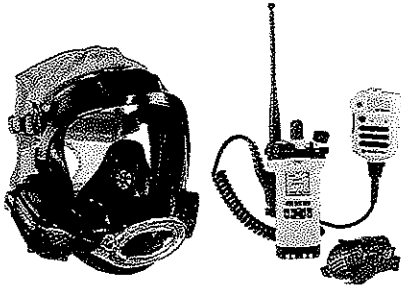
Monitor Pro Package, paired with SEMS II Pro, further enhances communications by giving incident command the ability to electronically call for PAR (ePAR) with a simple click or tap of a button on the user interface, reducing excess radio traffic while still maintaining personnel accountability.

Monitor's automated design complements existing accountability and incident command SOGs without the burden of additional work.



Providing Value To Our Customers

Communicate Clearly



It's a no brainer. Clear radio communications on the fireground is a must-have when it comes to the safety of firefighters and other first responders. Not only is it essential that firefighters have the ability to communicate reliably between one another, but also with command and dispatch units. We all know that background noise is a fact of life on the fireground. There are noisy sirens, saws, positive pressure ventilation fans and other noise-producing equipment. Unfortunately, all of this noise compounds the firefighter's ability to hear in high noise situations, including over the radio. That's where 3M Scott Fire & Safety has stepped in.

The EPIC 3 RDI voice amplifier provides clear and loud SCBA and radio voice communications on the fireground for improved firefighter situational awareness and safety. Integrated noise suppression technology reduces environmental ambient noise from the facepiece and radio voice communications, allowing first responders to be clearly heard and understood when communicating with incident victims, team members, incident commanders, and remote dispatchers. Clear communication shouldn't be something that happens by chance. The EPIC 3 RDI offers confidence in clear communications that you can trust.



Innovation at First Sight

When you wear 3M™ Scott Sight, you get more than constant thermal vision. You get your hands back. That's because unlike other thermal imaging devices integrated into the SCBA, Sight combines a camera with a display in the facepiece without the need for reaching down and lifting a camera up. Firefighters now have both hands free for effective communication, victim extraction and carrying tools. Maintaining visibility is the key to reducing search times, hazard identification, interior accountability, navigation and egress. With the Sight in-mask thermal imager, you will never miss a thing as it is always present, always visible and hands-free. 3M Scott Sight takes situational awareness to a whole new level – Situational Intelligence!

Sight Goes Pro

Sight Pro Package is the next evolution of the industry's first in-mask, hands-free thermal imaging solution. Pro Package enables new, advanced features to provide firefighters with greater situational awareness during fireground operations.

Features:

Hot-Spot Tracker

Immediately identify the hottest part of the scene and display its relative temperature. Ideal for overhaul, search and rescue, and risk assessment.

Cold-Spot Tracker

Immediately identify the coldest part of the scene and display its relative temperature. Ideal for hazmat environments.

Tactical Video Recording (TVR)

Automatically record all the information shown on the IMD for review later.

Our Promise to the Fire Service

As the fire services industry leader in self-contained breathing apparatus (SCBA), our role at 3M™ Scott™ Fire & Safety is not only to provide the best equipment to protect firefighters and first responders in their daily jobs, but to do our part through product design, messaging, and strategic partnerships to educate and protect the long-term health of firefighters around the world. We take that responsibility seriously and are committed to instituting change. Not only for the firefighters of today, but for the firefighters of tomorrow.

Changing the way We Think

3M Scott Fire & Safety is committed to supporting the extensive cancer research that is being done across the country and around the world to better understand the exposure risks faced by firefighters. These risks are not just present during tactical fireground operations, but also during overhaul and rehab. Just as important are the exposure risks faced when not operating on the fireground, including, but not limited to, riding in the apparatus with contaminated gear and equipment or storing contaminated gear in fire station living quarters.

Changing the way We Act

3M Scott Fire & Safety makes a promise to participate directly in the development of best practices to minimize those exposure risks faced by firefighters. Whether that be proper air monitoring procedures, respiratory protection usage during overhaul, gross decon after an incident, routine cleaning procedures, or alternative storage methods of contaminated PPE, we are committed to supporting the development of new practices, and recognizing and sharing those best practices, no matter where in the world they may originate.

Changing the way We Advocate

3M Scott Fire & Safety will lend our voice to this very important cause. Working with the First Responder Center for Excellence, a National Fallen Firefighter's Foundation affiliate, the Firefighter Cancer Support Network, and the Fire Service Occupational Cancer Alliance, we will use our knowledge and expertise to promote better awareness across the fire services as to the long-term exposure risks and the best practices to help reduce those risks.

Changing the way We Lead

At 3M Scott Fire & Safety, our commitment extends beyond education and advocacy, to the products that we design and deliver. Our promise is that every new SCBA we develop will be offered with a removable harness and webbing to aid and enhance decon procedures, both on the fireground and at the fire station. 3M Scott Fire & Safety will continue to develop industry leading respiratory protective products that will assist in preventing dangerous contaminants from being inhaled during all parts of firefighting – suppression, overhaul, clean up, and investigation. Furthermore, we will invest in sensing technologies that deliver awareness not only of immediate threats to a firefighter's life and health, but also to the long-term threats from the environment surrounding them.

More than ready.



3M™ Scott™ Fire & Safety

Personal Safety Division
Monroe Center, P.O. Box 569
Monroe, NC 28111

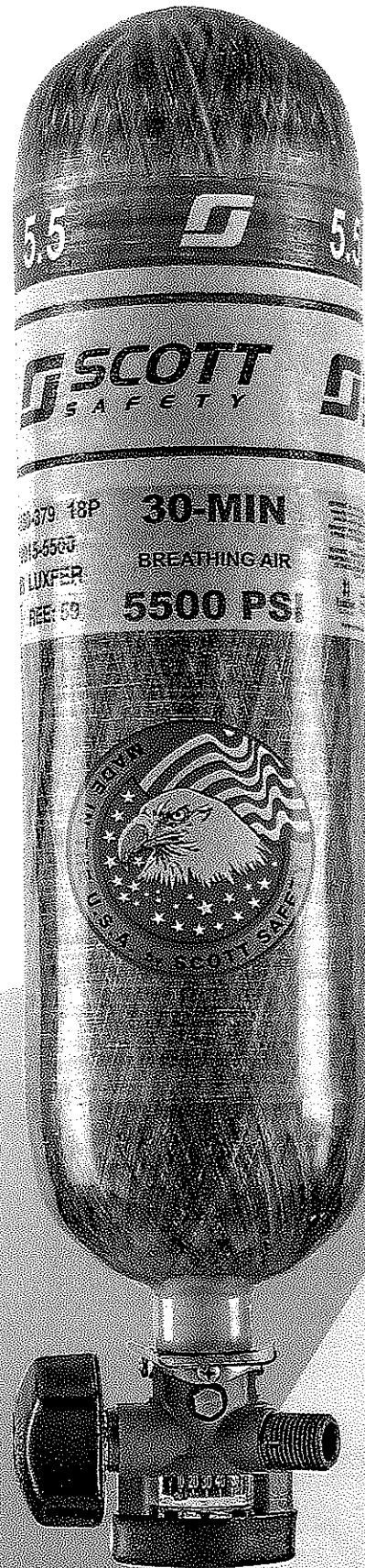
Phone 1-800-247-7257
Email Us-3m-ScottMonroeCSR@mmm.com
Web 3MScott.com

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SCOTT
Fire & Safety

3MTM ScottTM Cylinders



Brochure



3M™ Scott™ Fire & Safety Cylinders

Over the years, breathing air cylinders have been providing SCBA users with a supply of fresh air. The original cylinders were made of steel and quite heavy. But today, advances in technology have enabled cylinders to become much lighter and less burdensome to the SCBA wearer. 3M Scott offers a complete assortment of cylinders to meet the needs and demands of all SCBA users – aluminum cylinders for infrequently used SCBA to carbon-wrapped cylinders for daily use. In addition, 3M Scott offers cylinders in 30', 45', 60' and 75' durations (a 3M Scott Fire & Safety exclusive).

5.5 Cylinder: The lightest and smallest cylinders used on self contained breathing apparatus

The best way to understand the needs of Air-Pak SCBA users is to simply listen. 3M Scott Fire & Safety did just that by visiting SCBA users from across North America. The participants included fire chiefs, SCBA technicians, safety officers and firefighters. It was not exclusive to the fire service as representatives from the military, general industry and law enforcement were also included. The overwhelming attribute that users requested was a reduction in weight followed closely by a reduction in profile.

The engineers of 3M Scott Fire & Safety determined the best manner to accomplish this was to increase the pressure of the cylinders to 5500 psig, which created the new 5.5 cylinders, an "industry first." The result is a cylinder that has more than a 10% reduction in weight and profile in a traditional form familiar to SCBA users.

Another benefit to the 5.5 cylinder offering is the ease of integration into your department without the need of costly infrastructure changes. 3M Scott Fire & Safety has worked with leading truck seat and SCBA bracket manufacturers to ensure these products work with the existing products in the market. The construction continues to be an aluminum liner wrapped with layers of carbon fibers and fiberglass all sealed with a protective epoxy resin coating which makes the cylinder easier to clean. The 5.5 cylinders are available in 30', 45', 60' and 75' durations.

The overall result is a lighter Air-Pak SCBA that reduces fatigue of the wearer, increases productivity and decreases injuries.

Accessory Items: Customs Logo I.D. Bands

3M Scott offers its customers the ability to customize their new carbon cylinders by adding a personalized logo. This custom logo is printed on white paper, and protected by the fiberglass wrap and epoxy resin.

- Maltese cross or customer-provided graphic
- Greater visibility
- Easy to identify
- Reduces cylinders being misplaced in mutual aid scenarios
- Twenty-five cylinder minimum order



Cylinder Offerings

Aluminum Cylinder

- Aluminum Cylinders are built to the Department of Transportation (DOT) and Transport Canada (TC) specifications
- 2216 psig working pressure
- Rated for 30-minute duration based on NIOSH breathing rates
- Hydrostatic testing to be performed every five years
- Unlimited life expectancy

Carbon Cylinder

- Carbon Cylinders are built to DOT and TC specifications
- 2216, 3000, 4500 and 5500 psig working pressures
- Lightweight, composite cylinder consisting of an aluminum alloy inner shell with a total overwrap of carbon fiber, fiberglass and an epoxy resin
- Rated for 30', 45', 60' and 75' (5.5 only) durations based on NIOSH breathing rates
- Luminescent band provides greater visibility
- 75' cylinder is ideal for RIT and extended duration operations
- Hydrostatic testing to be performed every five years
- 15-year life expectancy

ST7 Tough Cylinder

- ST7 Tough Cylinders are built to DOT and TC specifications
- Built extremely tough and durable
- Provides added protection against abrasion and abuse
- 4500 psig working pressure
- Rated for 30', 45', and 60' durations based on NIOSH breathing rate
- Luminescent band provides greater visibility
- Hydrostatic testing to be performed every five years
- 15-year life expectancy

30-Year Life Cylinder

- 30-Year Life Cylinders are built to DOT specifications
- 4500 psig working pressure
- Lightweight, composite cylinder consisting of an aluminum alloy inner shell with a total overwrap of carbon fiber, fiberglass and an epoxy resin
- Rated for 30', 45', and 60' durations based on NIOSH breathing rates
- Luminescent band provides greater visibility
- Hydrostatic testing to be performed every five years
- Up to a 30-year life expectancy

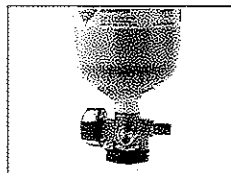
Cylinder Valves



CGA THREADED
CYLINDERS



ACS CYLINDERS



SNAP-CHANGE
CYLINDERS

Accessory Items:

To help prevent damage and improve durability of the cylinder, 3M Scott offers several protective solutions.

Cylinder Sleeves

Protective sleeves are offered for 2216 psi, 4500 psi, and 5500 psi carbon cylinders and will accommodate multiple cylinder sizes, to include 30', 45', and 60' rated durations.

- Constructed of a specially compounded fire retardant grade of clear, high durometer, PVC/Plastisol that meets or exceeds the flammability standards of the ASTM D-568
- Easy to use and install over the cylinder, forming a thick barrier and watertight seal
- Improves durability and extends cylinder life
- NFPA 1981, 2013 compliant as an accessory for our Air-Pak X3 Pro, Air-Pak X3 SCBA and Air-Pak 75 SCBA

Cylinder End Caps

Protective end caps are offered for 4500 psi carbon cylinders and will accommodate 30' and 45' rated durations.

- Protects the crown areas of carbon cylinders
- Easy to install and remains firmly adhered to cylinder
- Easily removed and reused as necessary (i.e. hydrostatic testing)
- Can be purchased individually or as a set
- Improves durability and extends cylinder life
- NFPA 1981, 2013 compliant as an accessory for our Air-Pak X3 Pro, Air-Pak X3 SCBA and Air-Pak 75 SCBA

Specifications and Ordering information

Description		Duration	Air Capacity		Volume		Dimensions		Weight	
Part Number	Pressure	Minutes (at 40 lpm)	SCF	Liters	H2O (in3)	Length in Inches (less Valve)	Length in Inches (with Valve)	Diameter in Inches	With Valve (Empty)	With Valve (Full)
CGA Threaded Cylinders										
Aluminum										
804101-01	2216	30	45	1274	517	20.95	24.05	6.75	17.85	21.29
Carbon-Wrapped										
804840-01	2216	30	45	1274	514	20.45	23.55	6.59	8.15	11.59
805044-01	3000	30	62	1756	521	20.70	23.80	6.78	10.35	15.09
804721-01	4500	30	45	1274	285	18.40	21.50	5.44	7.65	11.09
804722-01	4500	45	65	1841	418	20.30	23.40	6.26	10.05	15.02
804723-01	4500	60	87	2464	550	21.65	24.75	6.90	12.65	19.31
200930-01	5500	30	45	1274	223	19.10	22.20	4.94	6.84	10.28
200969-01	5500	45	66	1869	349	19.12	22.22	6.00	8.94	13.98
200972-01	5500	60	87	2464	465	21.43	24.53	6.53	11.04	17.69
200975-01	5500	75	111	3143	581	22.41	25.51	7.15	13.74	22.23
Carbon-Wrapped Short & Stubby										
804722-01A	4500	45	65	1841	416	18.00	21.10	6.79	10.35	15.32
Carbon-Wrapped ST7										
804721-11	4500	30	45	1274	285	18.40	21.50	5.47	7.75	11.19
804722-11	4500	45	65	1841	418	20.30	23.40	6.29	10.05	15.02
804723-11	4500	60	87	2464	550	21.60	24.70	6.93	12.75	19.41
Carbon-Wrapped 30-Year										
804721-35	4500	30	45	1274	285	18.40	21.50	5.49	8.05	11.49
804722-35	4500	45	65	1841	418	20.30	23.40	6.31	10.55	15.52
804723-35	4500	60	87	2464	550	21.65	24.75	7.00	13.95	20.61
Snap-Change Cylinders										
Carbon-Wrapped										
200131-01	2216	30	45	1274	514	20.45	23.70	6.59	8.50	11.94
200128-01	4500	30	45	1274	285	18.40	21.50	5.44	8.00	11.44
200129-01	4500	45	65	1841	418	20.30	23.40	6.26	10.40	15.37
200130-01	4500	60	87	2464	550	21.65	24.75	6.90	13.00	19.66
200967-01	5500	30	45	1274	223	19.10	22.20	4.94	7.15	10.59
200970-01	5500	45	66	1869	349	19.12	22.22	6.00	9.25	14.30
200973-01	5500	60	87	2464	465	21.43	24.53	6.53	11.35	18.01
200976-01	5500	75	111	3143	581	22.41	25.51	7.15	14.05	22.54
Carbon-Wrapped Short & Stubby										
200129-01A	4500	45	65	1841	416	18.00	21.30	6.79	10.70	15.67
Carbon-Wrapped ST7										
200128-11	4500	30	45	1274	285	18.40	21.50	5.47	8.10	11.54
200129-11	4500	45	65	1841	418	20.30	23.40	6.29	10.40	15.37
200130-11	4500	60	87	2464	550	21.60	24.70	6.93	13.10	19.76
Carbon-Wrapped 30-Year										
200128-35	4500	30	45	1274	285	18.40	21.50	5.49	8.40	11.84
200129-35	4500	45	65	1841	418	20.30	23.40	6.31	10.90	15.87
200130-35	4500	60	87	2464	550	21.65	24.75	7.00	14.30	20.96
AGS Cylinders										
Aluminum										
200874-01	2216	30	45	1274	517	20.95	24.05	6.75	18.00	21.44
Carbon-Wrapped										
200873-01	2216	30	45	1274	514	20.45	23.70	6.59	8.30	11.74
200870-01	4500	30	45	1274	285	18.40	21.50	5.44	7.80	11.24
200871-01	4500	45	65	1841	418	20.30	23.40	6.26	10.20	15.17
200872-01	4500	60	87	2464	550	21.65	24.75	6.90	12.80	19.46



3M Scott Fire & Safety

Personal Safety Division
Monroe Center, P.O. Box 569
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Phone 1-800-247-7257
Email ScottMonroeCSR@scottsafety.com
Web 3MScott.com

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**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: AHW – John Deere \$0 Lease Agreement	DEPARTMENT: RECREATION
AGENDA SECTION:	AMOUNT: \$0 (Informational Only)
ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) () SUPPORTING DOCUMENTS	DATE: December 16, 2020
SUMMARY HIGHLIGHTS: It is with much excitement that I am able to inform the Mayor and Board that we have entered into an agreement with AHW-John Deere for a \$0 lease of all maintenance equipment that is to be used at the sports complex. We sincerely appreciate the generosity of AHW and all of its team members whom we have met with over the past few months. The Village team is grateful for the support and are excited to be able to showcase the John Deere products on a daily basis at the complex. Located within your board packet you will find an attachment outlining the list of equipment that we will be receiving beginning next spring. The total value of equipment listed in the agreement is just over \$205,000. After year 1, all equipment will be returned to AHW and we will circle back around with them to discuss the equipment needs of the complex for the 2022 season. Again, I want to express our sincere appreciation to the team at AHW. The unique scenarios and willingness to want to be a part of the positive movement in Rantoul is refreshing. We look forward to a long-standing relationship with AHW and you will never hear me say this otherwise, but I can't wait to see some weeds growing at the complex so we can put this equipment to work!	
RECOMMENDED ACTION: No action required. Informational only.	
DEPARTMENT HEAD APPROVAL: Luke A. Humphrey	VILLAGE ADMINISTRATOR:



Ashmore, IL 217-349-8338	Clinton, IL 217-935-8558	Dwight, IL 815-584-2074	Elburn, IL 630-365-6020
Hoopeston, IL 217-283-5511	Marlene, IL 815-465-1745	Mcvin, IL 217-388-7717	Monticello, IL 217-762-2534
Mt. Pulaski, IL 217-792-5086	New Holland, IL 217-445-2212	Somonauk, IL 815-498-2371	Urbana, IL 217-328-2820
Watseka, IL 815-432-5441	Crawfordsville, IN 765-361-3300	Rockville, IN 765-569-3195	Williamsport, IN 765-762-3650

December 3, 2020

Dear Rantoul Family Sports Complex:

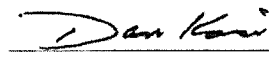
We are pleased to offer the following equipment via \$0 leases to the Village of Rantoul for use at the Rantoul Family Sports Complex property.

- John Deere 4052M Compact Utility Tractor (40 PTO hp) – quantity: 1 valued at \$27,300.00
- John Deere Gator TS (Model Year 2021) – quantity: 3 valued at \$19,500 total
- John Deere Gator XUV825M S4 (Model Year 2021) – quantity: 3 valued at \$61,500 total
- John Deere Z960M ZTrak – quantity: 2 valued at \$21,000
- John Deere 325G Skid Steer with forks – quantity: 1 valued at \$76,500

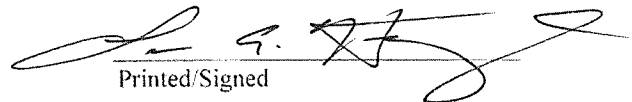
Additional terms are as follows:

- Leased equipment may only be used on the Property of the Rantoul Sports Complex unless there is prior permission from AHW LLC.
- AHW has the right of refusal for any other equipment being used on the facility that AHW can provide.
- AHW has the right to switch the leased equipment out as need to control machine hour accumulations.
- AHW will provide training on all equipment being used at the RFSC.
- The Village of Rantoul is responsible for insuring all leased equipment and is also responsible for damages incurred to any leased equipment.
- The Village of Rantoul is responsible for maintaining all the leased equipment.
- The Village has the right to use specialized synthetic turf maintenance equipment that AHW LLC is unable to provide under this lease.
- The Village has the right to request additional pieces of equipment to meet the needs of maintaining the complex as agreed upon with AHW LLC.
- This agreement can be terminated by either party with 30 days written notice.

Dan Kooi, Clinton Store Manager


Printed/Signed

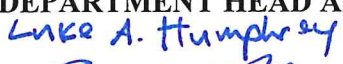
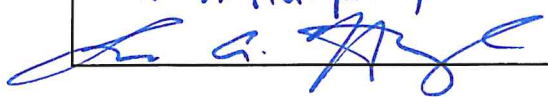
Luke Humphrey, Recreation Director


Printed/Signed

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Rantoul Family Sports Complex	DEPARTMENT: RECREATION
AGENDA SECTION:	AMOUNT: \$150,024.00
ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: October 12.15.20
SUMMARY HIGHLIGHTS: The Rantoul Family Sports Complex has selected SportaFence Marketing Enterprise LLC to provide the complex with portable fence lines for the baseball and softball fields. The portable fence line will be utilized during all 22 booked weekends for youth baseball and softball. In addition to regular use, these portable fences can be used for crowd control, gate entrance, and used on the multipurpose fields for various sports like Lacrosse or field hockey. SportaFence's unique and patented design allow for quick and efficient setup and teardown and will reduce the need for additional staff and manpower. NOTES: • Patented one-of-a-kind fence design by SportaFence Marketing Enterprise LLC • 200 wheeled panels that will reduce quad fence lines to 300ft to center on the north quad • 6X10' interlocking panels • Galvanized steel piping that can withstand 50 mph wind • Black vinyl coating and yellow safety topper at no additional charge • Will be utilized for community events and multipurpose fields when not in use by baseball tournament organizers • Includes 8 leverage tools required to move panels • One-year unlimited warranty and five-year limited warranty	
RECOMMENDED ACTION: Requesting approval to order SportFence for the Rantoul Family Sports Complex in the amount of \$150,024.00	
DEPARTMENT HEAD APPROVAL:  	VILLAGE ADMINISTRATOR:

SportaFence Wheeled Fence

"Fencing Without Boundaries"

Product Description

SportaFence™ is the "ONLY" professional grade portable fencing system on the market! A revolutionary new design that allows softball and baseball outfield fences to be easily moved from field to field. It can be used also for special events, crowd control, etc.

Staffing Solutions

With the wheeled SportaFence™ system, an entire field can be ready for play in one hour. This high quality fencing enhances player safety and adds excitement to the game.

Product Features

- ◆ Heavy-duty portable chainlink fence panels: 5ft H x 10ft L / Weight: 175 lbs. (also available in 6'H x 10'L).
- ◆ Constructed of durable galvanized steel with 8-gauge coated chainlink fence material.
- ◆ Connectors secure panels together to form one continuous fence.
- ◆ Legs collapse for easy storage.

References

- ◆ ASA Official Portable Fence & NCAA Women's Fast-pitch "World Series" Division I Championships Series, ASA Championship Facility, Oklahoma City; Pan American Games, Sportsplex, Ajax, Ontario, Canada; NJCAA Division I National Championship Tournament, City of St. George Recreation & Parks



Pan American Games, USA vs Canada Softball, Toronto, Canada 2015

ASA Championship Facility Oklahoma City—NCAA "World Series" Div. I

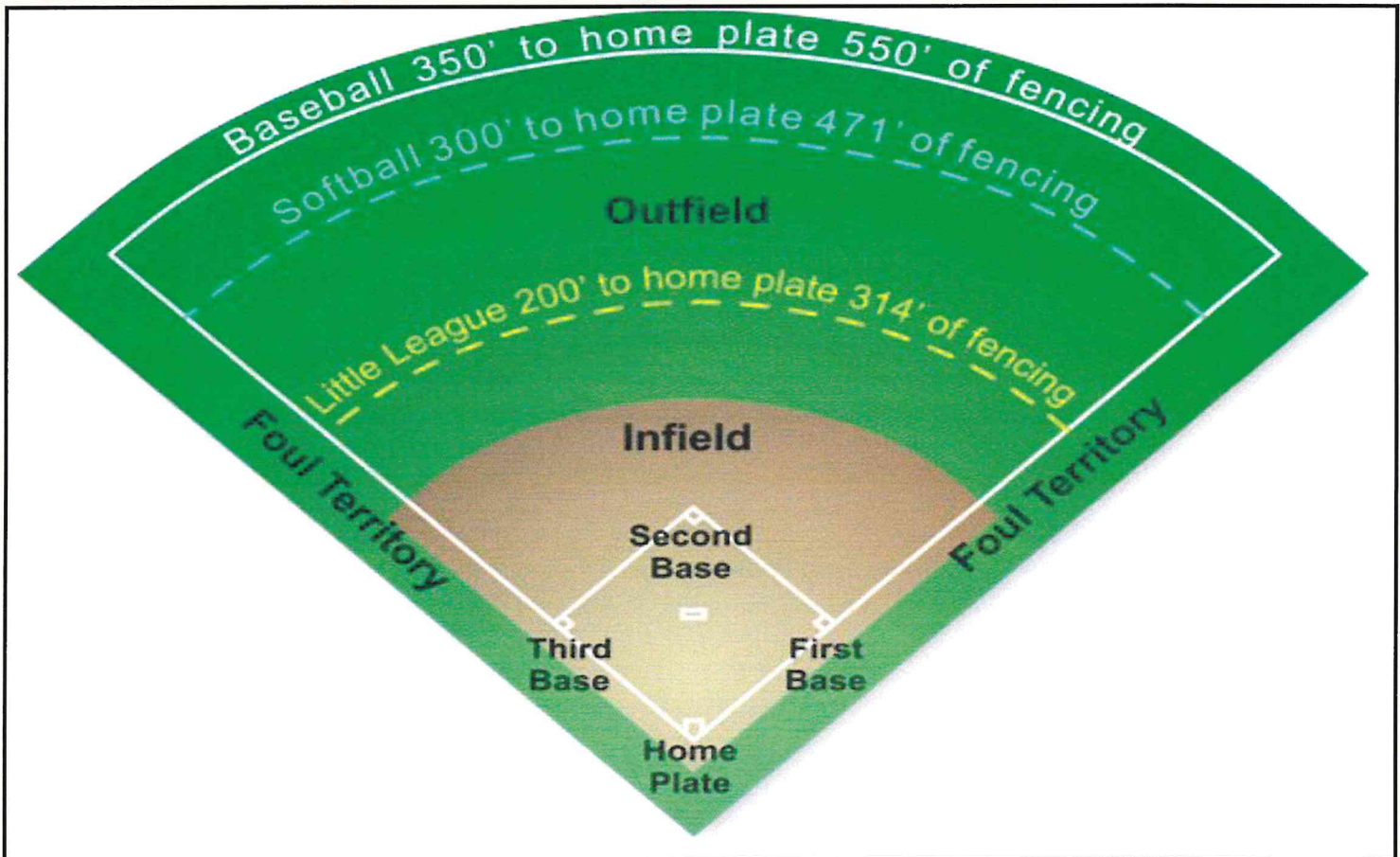


SportaFence Marketing Enterprises, LLC

PO Box 340994
Sacramento, CA 95834
(916) 715.6287 - sportafence.com

Quantities Guidelines

Field Type	Fence distance home plate	Linear feet required from foul line to foul line	Estimated panels needed with 10' over lapping each foul line
Baseball	400'	628	65
Baseball	350'	549.5	57
Baseball	325'	510.25	53
Adult Softball	300'	471	50
Senior Softball	275'	431.75	46
Men's Fastpitch Softball	250'	392.5	42
Girls' Fastpitch Softball	225'	353.25	38
Little League	200'	314	34
Pee Wee Baseball	180'	282.6	31





Note: At the time of delivery the client will need to provide a fork lift to off load the portable fencing system.

[illegible]

Page 96 of 268

December 8, 2020

Luke Humphrey, Recreation Director
Village of Rantoul
100 E. Flessner Ave
Rantoul, IL 61866



Re: SportaFence Sole Source

Dear Mr Humphrey,

SportaFence obtained patent from the United States Patent (NO: US 9,822,549 B2) and Trademark Office on November 21, 2017 that is good for 18 years (2035). The patent abstract statement:

A portable fence system comprising a plurality of interlocking fence unity. Each fence unit has a main frame and a least one wheel assembly deployable from a withdrawn position to an extended ground-engaging position for rolling. A fence member is pivotally affixed to a forward portion of the main frame. The fence member may be lowered into a horizontal position for storage and raised into a vertical position for use. Downwardly and rearwardly inclined braces extend from a top portion of the fence member to the rear edge of the frame. Protective coverings are placed on portions of the fence member to prevent injuries from impact therewith. Couplers are provided along opposing side portions of the fence member, so that adjacent fence units may be interconnected and arranged to provide the desired length and configuration for the fence system. Currently, there are no other products on the market with the combinations of stability, durability, and ability to be moved on built-in adjustable wheels.

SportaFence Research

- SportaFence is the only commercial grade portable high impact (up 500 lbs. of impact - front) chain link outfield fence on the market of this quality.
- SportaFence is the only portable outfield sports fence that is not secured into the ground and can withstand a 50 mph wind - front.
- SportaFence is the only portable outfield sports fence that is five or six feet high.
- SportaFence is the only portable outfield sports fence that is adjustable on wheels that allow' outfields to be easily moved to variable field measurements.
- SportaFence is not aware of any product that is manufactured with the same material and combination of components.

It is not likely that the Village of Rantoul would receive two competitive bids that meet the design and combination of materials and utility that is offered by SportaFence product. The Lackland Airforce Base, City of Medford, Oregon, San Leandro School District, St. George, Utah, Wichita Public Schools, Kanas, Louisiana State University (LSU) and the Military in South Korea all did formal bids for our product and no other company could bid on the project.

SportaFence as described above is a sole source with conditions unique to its specific design and construction. SportaFence has also been purchase as a sole source for the Military at Naval Air Station Sigonella, Italy and US Army Wiesbaden Germany and many other government organizations. Therefore, it is not likely that the Village of Rantoul would receive two competitive bids that meet the design and combination of materials and utility that is offered by SportaFence product.

Regards,

Dan Gentry

Dan Gentry, President/Owner SportaFence Marketing Enterprises, LLC.

2058 Ladera Drive, Lincoln, CA 95648
(916) 715-6287 dgentry@sportafence.com



The Director of the United States Patent and Trademark Office

Has received an application for a patent for a new and useful invention. The title and description of the invention are enclosed. The requirements of law have been complied with, and it has been determined that a patent on the invention shall be granted under the law.

Therefore, this

United States Patent

Grants to the person(s) having title to this patent the right to exclude others from making, using, offering for sale, or selling the invention throughout the United States of America or importing the invention into the United States of America, and if the invention is a process, of the right to exclude others from using, offering for sale or selling throughout the United States of America, or importing into the United States of America, products made by that process, for the term set forth in 35 U.S.C. 154(a)(2) or (c)(1), subject to the payment of maintenance fees as provided by 35 U.S.C. 41(b). See the Maintenance Fee Notice on the inside of the cover.

Joseph Matal

Performing the Functions and Duties of the
Under Secretary of Commerce for Intellectual Property and
Director of the United States Patent and Trademark Office

United States Patent Gentry et al.

(10) Patent No.: US 9,822,549 B2
(45) Date of Patent: Nov. 21, 2017

(54) PORTABLE FENCE SYSTEM FOR SPORTING EVENTS AND SECURITY APPLICATIONS

(71) Applicant: SPORTAFENCE MARKETING ENTERPRISES, LLC, Sacramento, CA (US)
(72) Inventors: Daniel W. Gentry, Sacramento, CA (US); Gary W. Siewert, Galt, CA (US)
(73) Assignee: SPORTAFENCE, INC., Sacramento, CA (US); SPORTAFENCE MARKETING ENTERPRISES, LLC, Sacramento, CA (US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 304 days.

(21) Appl. No.: 14/792,580

(22) Filed: Jul. 6, 2015

(65) Prior Publication Data
US 2017/0009485 A1 Jan. 12, 2017

(51) Int. CL
E04H 17/16 (2006.01)
E04H 17/18 (2006.01)
(52) U.S. CL
CPC E04H 17/18 (2013.01)

(58) Field of Classification Search
CPC E04H 17/02; E04H 17/16; E04H 17/18; E04H 2/7422; E04H 2/7425; E04H 2/7427; A47G 5/00
USPC 256/1, 24-31, 73; 160/551
See application file for complete search history.

(56) References Cited

U.S. PATENT DOCUMENTS

179,519 A * 7/1876 Cameron A01K 3/00
4,537,131 A * 8/1985 Bolina A01K 3/00
5,170,746 A * 12/1992 Reese A01K 3/00
5,180,143 A 1/1993 Brower A01K 3/00
5,213,312 A * 5/1993 MacDonald E01F 13/022
5,282,606 A * 2/1994 Fraiss E04H 4/06
16/0351
16/0135

(Continued)

FOREIGN PATENT DOCUMENTS

GR 2278266 A * 1/1994 A01K 16/236
WO 99/08291 A1 * 9/1999 E01F 13/022

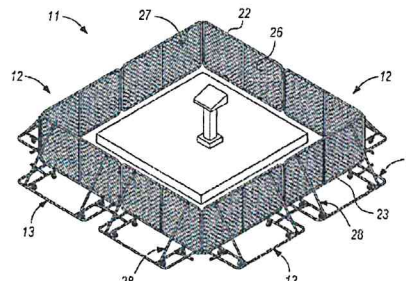
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Primary Examiner — Abigail Troy
Assistant Examiner — Nehid Aniri
(74) Attorney, Agent, or Firm — R. Michael West

(57) ABSTRACT

A portable fence system comprising a plurality of interlocking fence units. Each fence unit has a main frame and at least one wheel assembly deployable from a withdrawn position to an extended ground-engaging position for rolling. A fence member is pivotally affixed to a forward portion of the main frame. The fence member may be lowered into a horizontal position for storage and raised into a vertical position for use. Downwardly and rearwardly inclined braces extend from a top portion of the fence member to the rear edge of the frame. Protective coverings are placed on portions of the fence member to prevent injuries from impact therewith. Couplers are provided along opposing side portions of the fence member, so that adjacent fence units may be interconnected and arranged to provide the desired length and configuration for the fence system.

20 Claims, 8 Drawing Sheets



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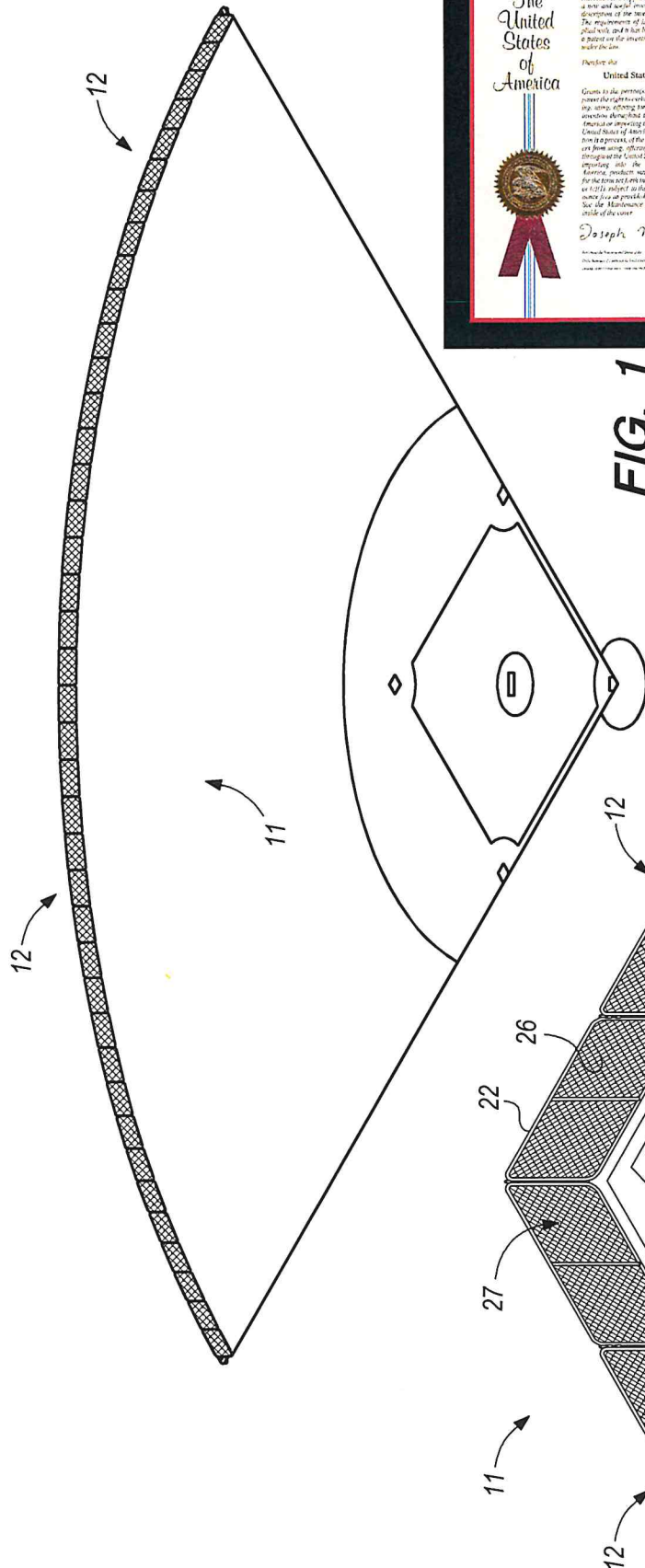


FIG. 1

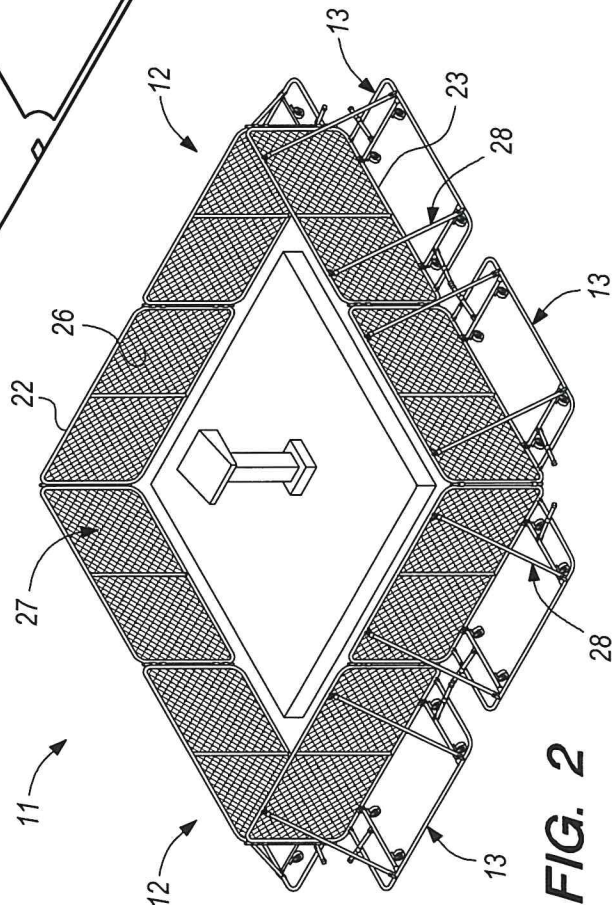
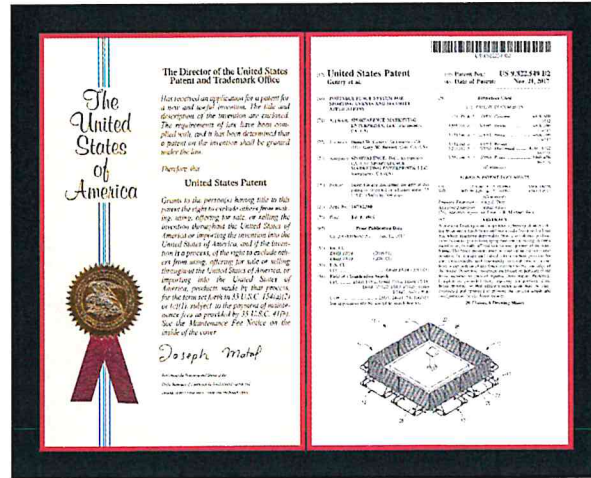
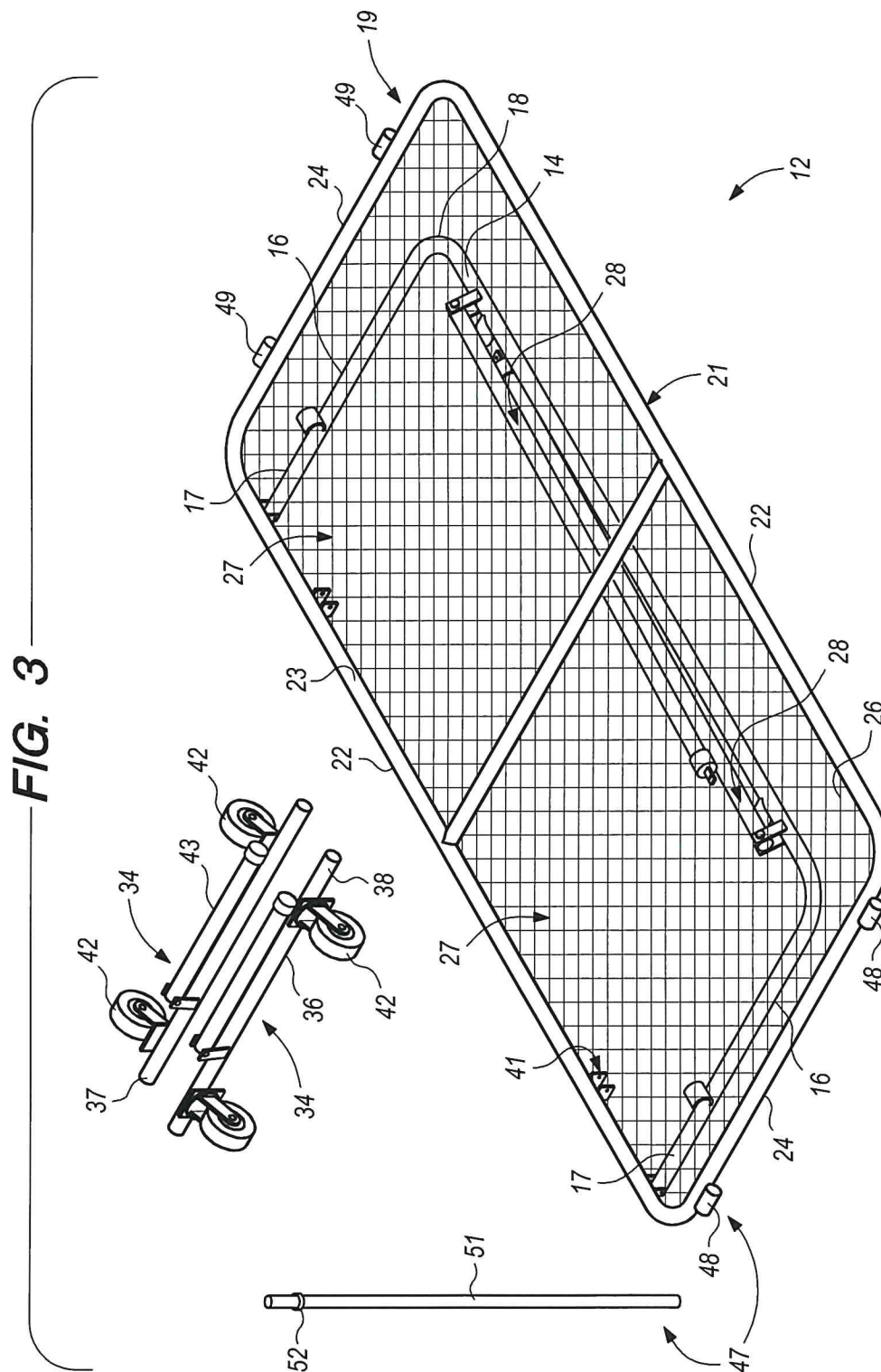
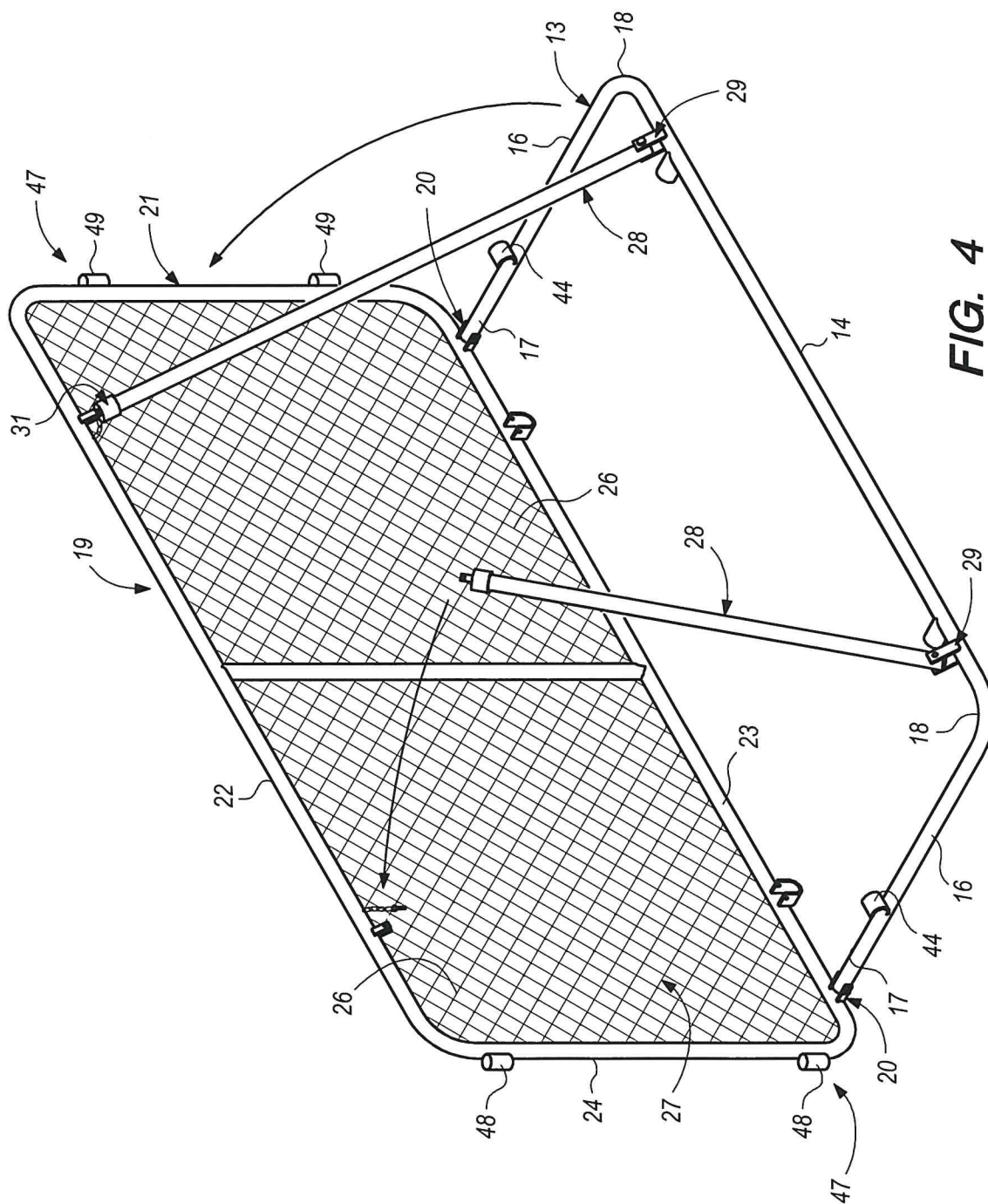


FIG. 2

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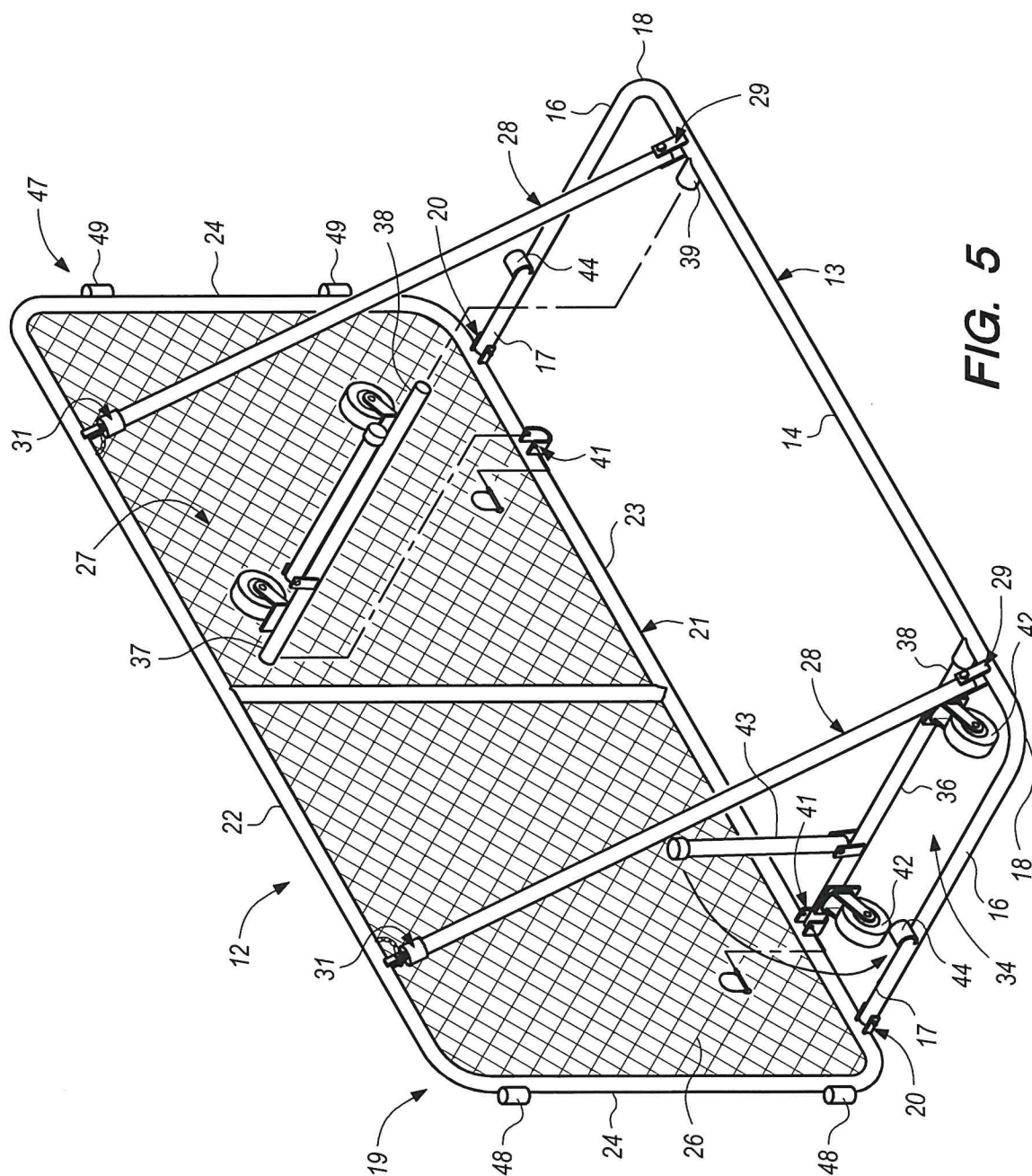


FIG. 5

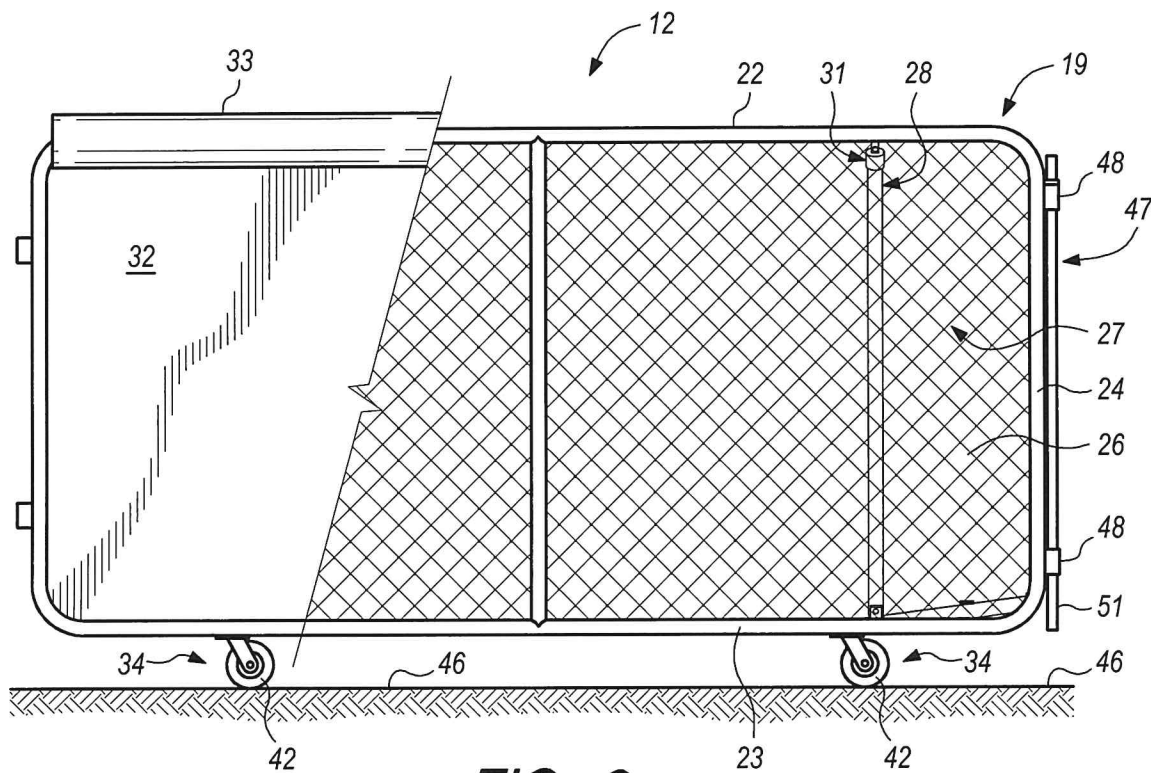


FIG. 6

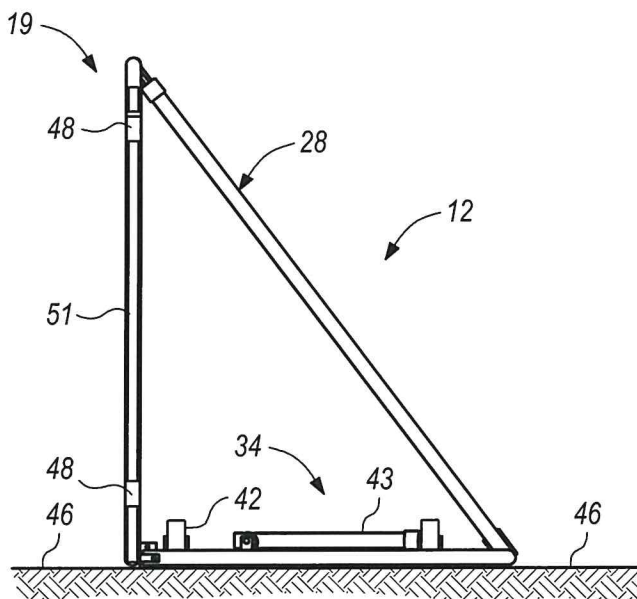


FIG. 7

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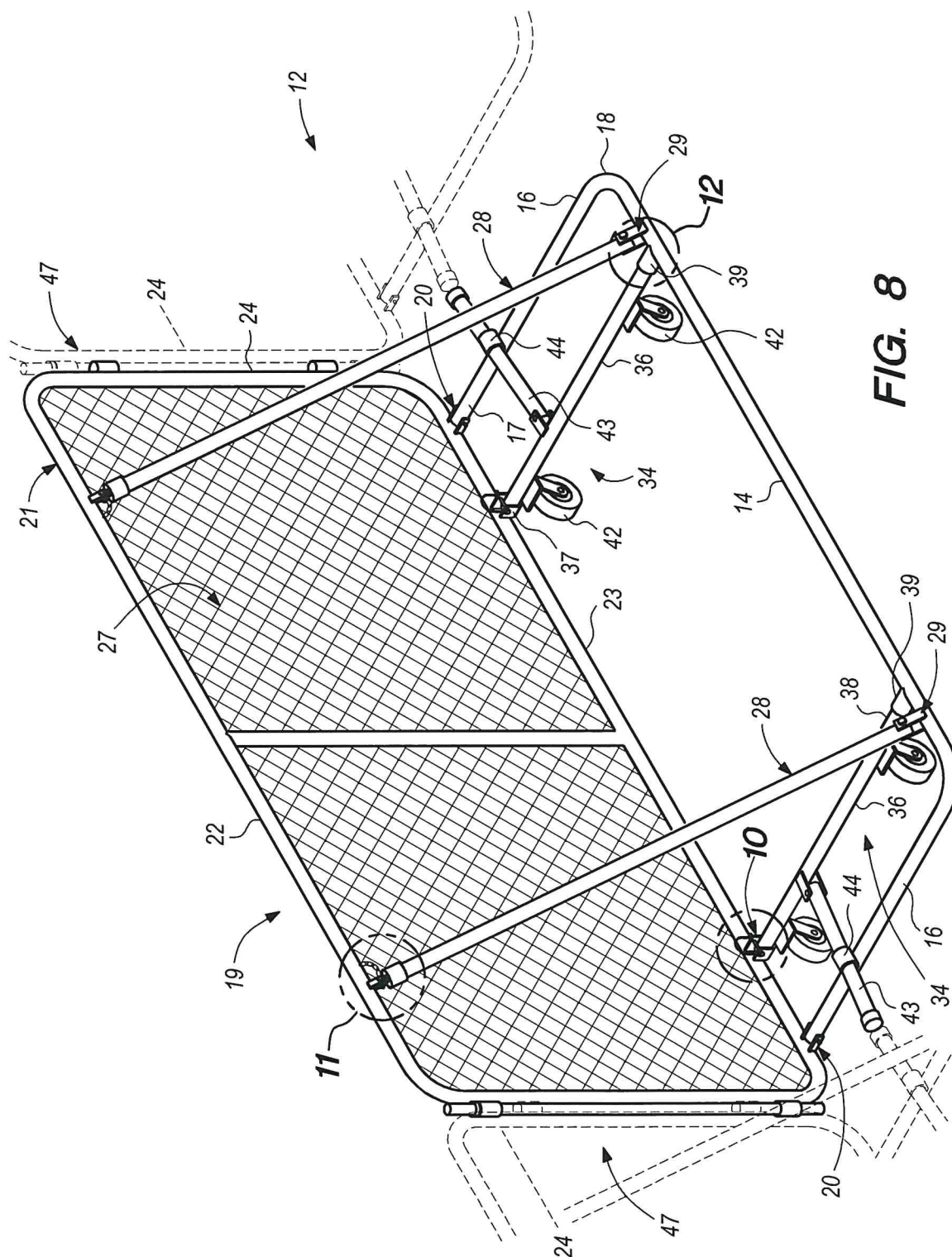
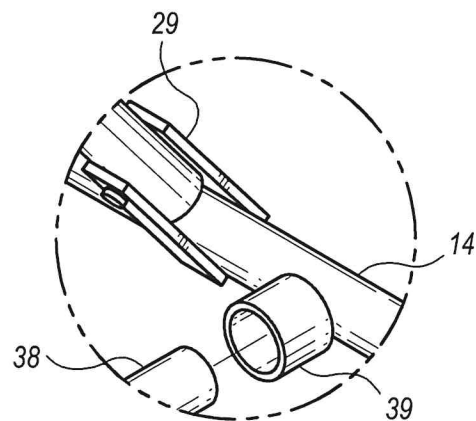
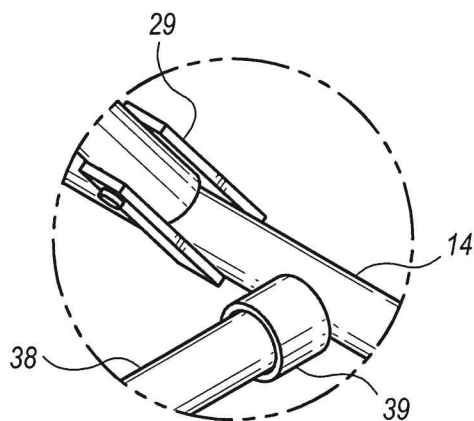
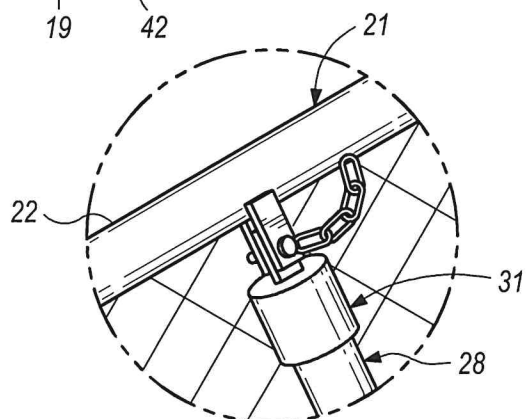
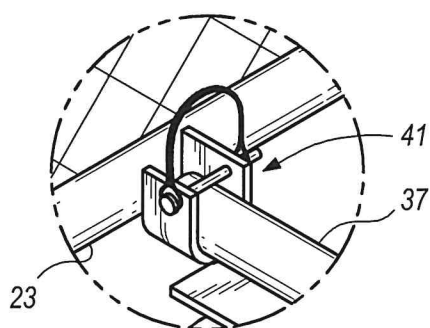
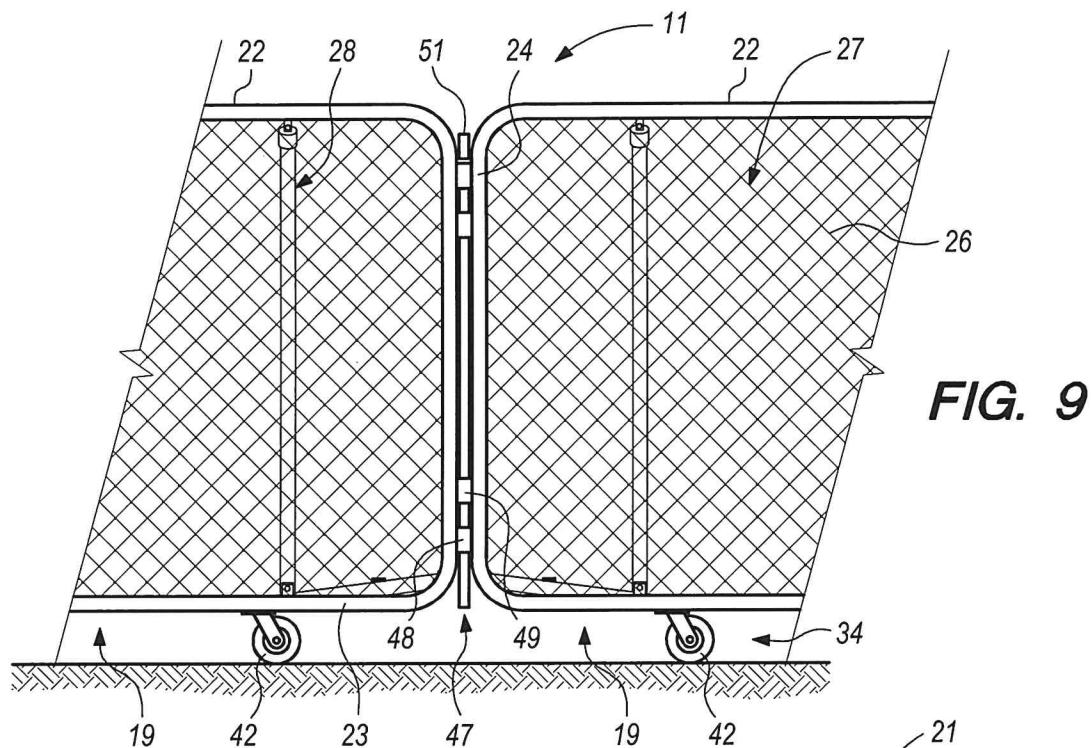


FIG. 8

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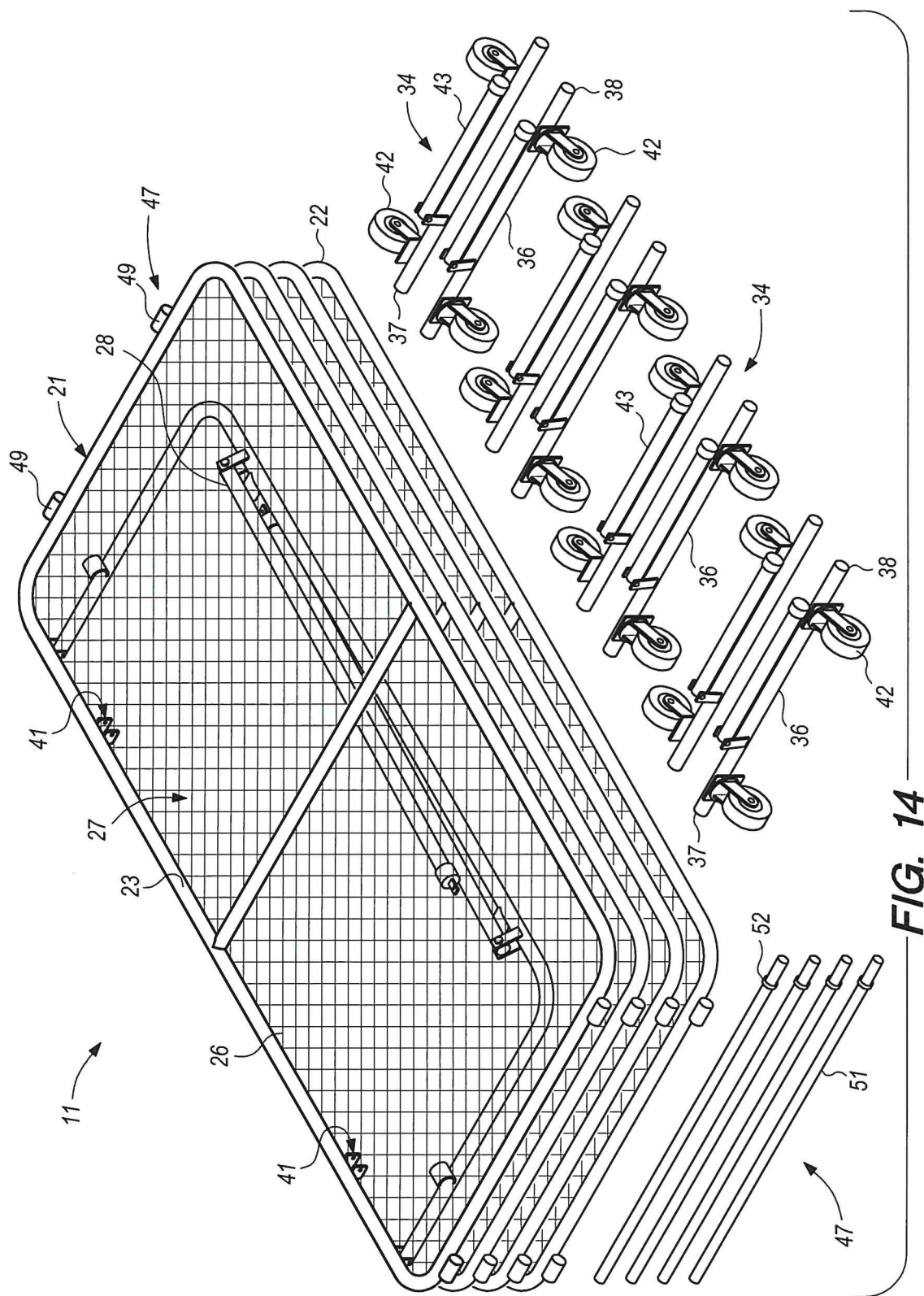


FIG. 14

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Discussion of purchase of 2 2019 Ford StarCraft Buses from Midwest Transit Equipment - \$121,894.00 and upon purchase declaring the 2000 Chevy 15 passenger Van and 2006 Chevy passenger bus surplus property	DEPARTMENT: Recreation
DATE: January 12, 2021	AMOUNT:
ATTACHMENTS: 1. Starcraft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Midwest Transit Equipment NEW 2019 Ford/StarCraft buses (Qty 2)	DEPARTMENT: RECREATION
AGENDA SECTION:	AMOUNT: \$121,894.00
ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: December 28, 2020
SUMMARY HIGHLIGHTS: This agenda item is requesting approval to purchase two new 2019 Ford/StarCraft 14 passenger buses from Midwest Transit Equipment. These two buses will replace the following vehicles: Year: 2000 Make: Chevy Model: 15 Passenger Van Miles: 90,282 Year: 2006 Make: Chevy Model: 26 Passenger Bus Miles: 97,032 Upon approval to purchase these new buses, staff will begin preparations to sell the 15 Passenger Van and 26 Passenger Bus per Sec. 14-106 of the Village Code which states: Sec. 14-106. - Authority to sell or dispose of surplus property. (a) The purchasing director is hereby authorized to sell or otherwise dispose of any item of surplus property owned by the village where the estimated value of any such item of surplus property is \$5,000.00 or less. Prior to such sale or disposition, the administrative officer shall declare in writing that any such item is surplus property and no longer necessary or useful to the village. The sale or other disposition may be by negotiated sale, bid, trade, auction or in such other manner authorized by the administrative officer as is in the best interest of the village and will achieve the highest price that can reasonably be expected to be achieved. Any such disposition may include converting such surplus property into some other form which is useful to the village, to trade the surplus property for other personal property, or to use such surplus property as a trade-in, a credit or part payment upon the purchase of other personal property. The	

administrative officer shall report periodically to the president and board of trustees any such sales or other dispositions.

(b)

Any item of surplus property valued at more than \$5,000.00 shall be sold or otherwise disposed of by ordinance in such manner as the president and board of trustees may designate, with or without advertising for a competitive bid.

For the 15 Passenger Van, we are requesting that Administrator Eisenhower declare this vehicle as surplus property as described under Sec. 14-106 (a) as its estimated Kelly Blue Book value is \$1,752.00 - \$2,401.00.

For the 26 Passenger Bus, in conjunction with the approval of the two new buses, we are requesting that the Board designate this vehicle as surplus property as described under Sec. 14-106 (b) as its estimated Internet Auction sale value is \$3,000.00 - \$15,000 depending on area market.

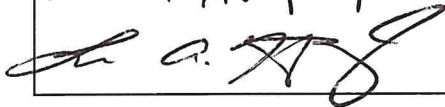
Notes:

- Budgeted Item within Fund 307 (Differential between budgeted amount and total cost will be made up by deferring used recreation trucks to 2022 budget combined with sale of bus and van)
- New buses will provide more handicap accessibility
- Normal driver license to operate
- Government Pricing Quoted
- Local Ford dealer was consulted

RECOMMENDED ACTION: Requesting approval to purchase two 2019 Ford/StarCraft buses in the amount of \$121,894.00.

DEPARTMENT HEAD APPROVAL:

Luke A. Humphrey



VILLAGE ADMINISTRATOR:

2019 FORD / STARCRAFT ALL-STAR

(12 Passengers + 2 W/C)

MT
MIDWEST TRANSIT EQUIPMENT

#19-502B

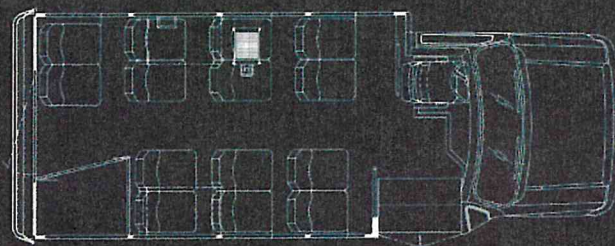
NO CDL REQUIRED (IN MOST STATES)

CHASSIS SPECS

- Ford E350 Super Duty
- 6.8L V10 Gas Engine
- Dual Rear Wheels
- 158" Wheel Base

FEATURES

- **Back-Up Camera**
- Large Rear Heat And Air (Dual Compressor)
- Upgraded Non-Slip Flooring (With Yellow Step Nosing)
- Solid (No T-slide) Windows To Prevent Leaks
- Overhead Storage Above Seats
- Braun Lift With Large Platform
- Meets ADA Compliance
- Exclusive MT Seats
 - High-back, Reclining
 - Retractable Seat Belts
 - Soft Leatherette Coverings
- LED Lighting Inside And Exterior
- No CDL License Required (Most States)



RETRACTABLE SEAT BELTS



Keeps belts off of the floor so they can stay clean and untangled

EXCLUSIVE SEATING



Designed exclusively for Midwest Transit. This leatherette covering is soft and beautiful. 100% vinyl for easy cleaning. Plus, 1 inch of added foam padding in the seat

LED INTERIOR LIGHTING



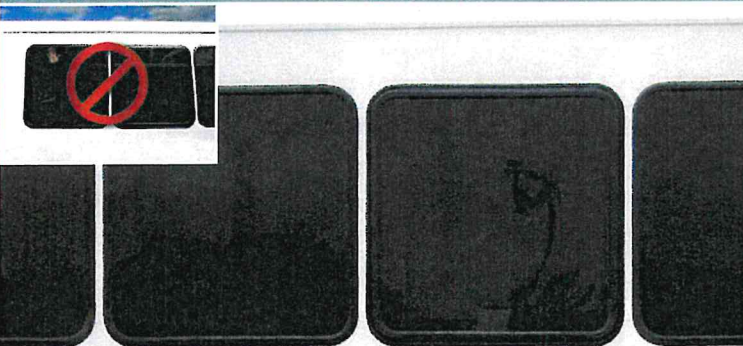
Much brighter and longer lasting than fluorescent lights

ALTRO FLOORING / YELLOW STEP NOSING



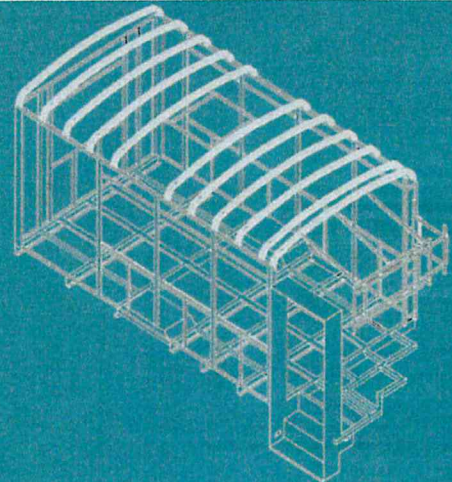
Altro Flooring is a non-slip, commercial grade flooring; Includes yellow step nosing; provides greater visibility for senior adults

SOLID SIDE WINDOWS



Completely prevents water damage caused by leaving t-slide windows open; no bees/wasps or other "critters" getting in open windows

STEEL CAGE CONSTRUCTED



2019 FORD/STARCRAFT

12 PASSENGERS + 2 WHEELCHAIR SPACES + DRIVER

CHASSIS SPECIFICATIONS

- Ford E350 Super Duty Chassis
- **6.8L V-10 Gasoline Engine**
- Automatic Overdrive Transmission
- 12,500 # GVWR
- 7,500# Rear Axle; 5,000# Front Axle
- Front Stabilizer Bar
- 158" Wheelbase
- (6) LT225/75R16E Radial Tires
- Power Disc Brakes, Anti-lock
- Power Steering w/ Tilt Feature
- Cruise Control
- 225AMP Alternator
- Dual Batteries
- 40 Gallon Fuel Tank
- HD Cooling Package
- Block Heater
- Tinted Glass
- Interior Hood Release
- Intermittent Wipers
- Driver's Air Bag
- Gauges: Fuel, Temp, Oil, Pressure, Voltmeter
- Chrome Front Bumper and Grille
- Dash Heat/Defrost/Air Conditioning

BODY SPECIFICATIONS

CLIMATE CONTROL

- 65,000 BTU Rear Floor Heater
- **70,000 BTU Air Conditioning (Dual Compressors) System** is "flush mounted" in the rear wall. No hanging heads on low hanging a/c evaporators.

DOORS AND WINDOWS

- Dark Tinted Side Windows (No T-slides)
- Emergency Windows Rear and Side
- Electric Entrance Door w/ Full Tempered Glass
- Exterior Electric Door Key Switch
- Large Viewing Window in Front of Entrance Door

ELECTRICAL: EXTERIOR

- Round Sealed Tail, Stop and Back-up Lights
- License Plate Light
- Mid-ship Turn/Marker Lamps (**LED**)
- High-mounted Center Brake Light (**LED**)
- Lights Meet Federal and State Requirements

ELECTRICAL: INTERIOR (lights are LED)

- Easy Access Body Electrical Panel Mounted Inside
- Passenger Compartment Courtesy Lights, Door-activated
 - 18" Strip Lighting over Center Aisle (3)
 - Driver/Passenger Dome Light
 - Entry Step Well Lights
- Wiring Color and Function Coded
- AM / FM / CD Radio & Clock

FEATURES: EXTERIOR

- Painted Rear Bumper
- Unitized Steel Cage Construction w/ Fiberglass Front/Rear Cap and Aluminum Side Walls
- Complete Body Undercoating
- Mud Flaps – Rear and Front Passenger's Side
- Driver's Running Board
- Euro Style Exterior Mirrors w/ Convex

FEATURES: INTERIOR

- Modesty Panel and Safety Stanchion at Entrance
- Entrance Handrails – **Left and Right** (ADA Required)
- Interior Passenger View Mirror (6" x 16")
- Driver's Control Console within Reach of Driver
- Gray Padded Vinyl Headliner and Sidewalls
- Front Cap Storage (over driver) With Lock

FLOORING

- **Upgraded Altro Flooring** – this is a non-slip, "commercial grade" flooring and the grey color helps to hide dirt.
- Yellow Step Nosing and Standee Line
- Exterior Grade Plywood Flooring

SEATS

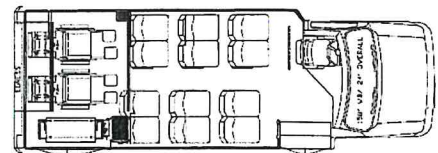
- High-back Reclining Driver's Seat w/ Armrest and Lumbar
- (12) High-back Reclining Passenger Seats
- **Custom Freedman MT Seat – these seats are made exclusively for our company:**
 - Additional foam in seat bottom (added comfort)
 - High-back reclining
 - Leatherette Seat Covering - black
 - Special stitching pattern
- Aisle-side Armrests on Stationary Seats
- **Retractable Seat Belts (on Stationary Seats)**
- (2) Mid-high Flip Seats w/ Dual Armrests and Std. Seat Belts

MISCELLANEOUS

- Safety Equipment: Fire Extinguisher, First Aid Kit, Reflector Triangles
- Safety Inspection (Illinois only)
- **Rear Back-up Camera**
- Stainless Steel Wheel Inserts w/ Rear Valve Stem Extenders (for Easy in Checking Tire Pressure)
- **Overhead Luggage**
- Reverse Alarm

WHEELCHAIR ACCESSIBILITY PACKAGE

- Double Wheelchair Lift Doors
- Braun Century Lift w/ 34" x 51" Platform
- Lift Interlock and Fast Idle System
- **2 SETS** of QRT MAX, Q-Straint Wheelchair Securement and Passenger Restraint Belt Systems
- Interior and Exterior Lights at Lift
- ADA Signage



*All pricing is FOB Kankakee, IL and includes any/all possible rebates/incentives available at this time.

Includes Starcraft 5yr/100,000 mile bumper-to-bumper warranty.





Proposal

Date: 12/17/2020 (Expires: 1/30/2021)



Divisions of Midwest Transit Equipment

CUSTOMER INFORMATION

Customer Name Village of Rantoul, IL			
Address 333 South Tanner		City Rantoul	State IL
Zip 61866			
Contact #1 Name Andy Graham		Contact #2 Name	
Title	Phone 217-417-5521	Title	Phone
Email agraham@myrantoul.com	Fax	Email	Fax

QUOTE

VEHICLE BEING QUOTED			PRICING	
Year 2019 (new)	Stock/Group # 19-502B	Capacity 12+2wc+driver	Price of Bus	\$70,284.00
			Graphics	\$550.00
			IL Safety Lane Insp.	\$55.00
Chassis Make Ford E350			Midwest Transit disc.	-\$3,000.00
Body Manufacturer Starcraft			Added discount	-\$750.00
			Ford GPC (QF958)	-\$5,400.00
TRADE IN (if more than one trade, attach list for the total)			Sub Total	\$61,739.00
Year	VIN	Mileage	Less Total Trades	
			Sub Total	\$61,739.00
Chassis Make	Body Make	Trade in Allowance	0.00% Sales Tax	\$0.00
			Sub Total	\$61,739.00
			Ford Retail Rebate	
			Ford Commercial Upfit	
PAYMENT METHOD			Mobility Rebate	-\$1,000.00
☐ Lease ☐ Finance ☐ Cash			License Plate Fee	\$8.00
Length of Term			Title Fee	\$150.00
Monthly Payment			Documentation Fee	\$50.00
DELIVERY			Final Price	\$60,947.00
Delivery Location (FOB Point) Kankakee, IL			TOTAL # OF UNITS TO BE PURCHASED	1
Approximate Delivery Time From Order Date				

SPECIAL NOTES

Pricing includes delivery to your location; plate and registration fees; graphics up to \$550 value; first IL inspection. Of course, subject to availability.

MIDWEST TRANSIT EQUIPMENT INFORMATION

Salesperson Bob Anderson		MAILING ADDRESS	
Company Midwest Transit / Nationwide Bus Sales		Attention: Bob Anderson	
Office Phone 888-353-2192 x 1470		Address 146 W. Issert Dr. Kankakee, IL 60901	
Email bob.anderson@midwesttransit.com		OVERNIGHT/SHIPPING ADDRESS	
Cell Phone 815-592-1649		Attention: Same as Above	
Fax		Address	

By both parties signing this form, you are acknowledging the price. This will become part of the contract.

Customer Acceptance

Dealer Acceptance

Printed Name	Title	Printed Name	Title
Signature	Date	Signature	Date



MOTOR VEHICLES

ADDITIONAL TERMS AND CONDITIONS

1. As used in this order the Terms (a) "Seller" shall mean the Seller to whom this order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this order as such on the face hereof, and (c) "Manufacturer" shall mean the corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this order and that reference to manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.
2. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchases by or shipped to Seller or being manufactured or sold in accordance with Seller's orders. Correspondingly, in the event of any such change by Manufacturer, Seller shall have no obligations to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered this order either before or subsequent to delivery thereof to Purchaser.
3. Seller shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Seller.
4. The price for the motor vehicle specified on the face of this order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State, or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this order, regardless of which party may have primary tax liability therefor.
5. FACTORY WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY SELLER'S WARRANTY OR SERVICE CONTRACT IS FURNISHED BY SELLER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
6. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
7. The purchaser, before or at the time of delivery of the motor vehicle covered by this order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this order.
8. The purchaser agrees to pick up the buses, upon notice that the unit(s) are ready .

Signed: _____ Date: _____

Luke Humphrey

From: Andy Graham
Sent: Monday, January 4, 2021 11:03 AM
To: Luke Humphrey
Subject: FW: warranty info for buses
Attachments: Starcraft Bus 5-100 Warranty 1.22.19.pdf

From: Bob Anderson <bob.anderson@midwesttransit.com>
Sent: Monday, January 4, 2021 10:19 AM
To: Andy Graham <AGraham@village.rantoul.il.us>
Subject: warranty info for buses

Andy

Hope you had a nice break over the holidays!

Attached is a copy of the Starcraft warranty. A couple of years ago they extended their warranty to 5yr/100k miles for anything that is not chassis related. This is HUGE in the industry.

The Ford warranty is as follows:

E-Series Cutaway:

Bumper to Bumper: 3 years / 36,000 miles
Powertrain: 5 years / 60,000 miles
Safety Restraint System: 5 years / 60,000 miles
Corrosion (Perforation only): 5 years / Unlimited miles
Roadside Assistance Program: 5 years / 60,000 miles

Bob Anderson

ChurchBus.com Sales Manager
Commercial Regional Sales

Phone: 800-933-2412 x1470
Cell: 815-592-1649





STARCRAFT COMMERCIAL BUS OPTIONAL 5-YEAR/100,000 MILE EXTENDED WARRANTY

Notice

Please return the warranty registration card to register the warranty with Starcraft Bus so that Starcraft Bus may record your rights under this limited warranty and to ensure prompt assistance. Your dealer will provide the warranty card for you to sign. If you did not sign a Starcraft Bus warranty card at the time of delivery, please contact your dealer.

Definition of Terms

Authorized Starcraft Bus Dealer ("Dealer"): This agreement is applicable only in the United States, Puerto Rico and Canada. Any Authorized Dealer of the owner's choice may perform warranty service work under the Starcraft Bus Warranty Agreement. This vehicle should be delivered to the authorized dealer during normal service hours. A reasonable time should be allowed after taking the vehicle to the authorized dealer for performance of the repair.

Starcraft Bus, Division of Forest River, Inc. ("Warrantor"): The party obligated to perform under this Agreement.

Original Purchaser: Person or entity that is a recipient of this product provided by a dealer under a purchase order or contract sales.

Wear and Tear: The deterioration of a part or material beyond the manufacturer's specified tolerances that occur naturally over time and under normal operating conditions.

1. Who Warrants The Product

The product, as described and limited here, is warranted by the manufacturer and installer of the body: Starcraft Bus, Division of Forest River, Inc., hereinafter referred to as Starcraft Bus, 2367 Century Drive, Goshen, IN; an Indiana Corporation; and is administered by the Starcraft Bus Customer Service Department, Goshen, Indiana 46528.

2. Who Is Covered

Starcraft Bus, the warrantor, extends this limited warranty agreement to the original owner only of the vehicle during the Warranty Period.

3. What Is Covered

Starcraft Bus, your warrantor, extends the following limited warranty to you; in which the limited warranty covers your conversion only pertaining to material defects in all materials and workmanship supplied by or performed by Starcraft Bus.

4. Warranty Period

The Starcraft Bus limited warranty is for a period of five (5) years from the date of first delivery or 100,000 miles, whichever occurs first, except for other coverages listed under "Other Warranties That May Apply" and items listed under "Exclusions and Limitations" and "Limits of the Warranty."

5. Exterior Paint

Exterior Paint, performed by Starcraft Bus, is fully warranted to be free of substantial defects in workmanship by Starcraft Bus for the first three (3) years (50,000 miles) from date of original purchase, 50% warranted four (4) years (75,000 miles), and 25% warranted five (5) years (100,000 miles) from date of original purchase.

6. Other Warranties That May Apply

Starcraft Bus does not warrant the base chassis itself. The vehicle engine, chassis, drive-train, suspension system, battery and other chassis components are covered by a separate warranty offered by the manufacturer of the chassis and administered by the chassis manufacturer's authorized dealers. The tire manufacturer separately warrants tires. In addition, all aftermarket springs, suspensions, driveline retarders, etc., such as Liquid Springs, Mor Ryde, Kelderman, Telma, etc. are not covered by Starcraft Bus. These items are covered by their original manufacturer and their warranties may vary.

7. Owner's Responsibility

Proper preventative maintenance of the exterior and interior of the vehicle is the responsibility of the owner. See the owner's manual(s) for proper care instructions. Defects or damage as a result of improper care or maintenance are not covered by this warranty agreement.

8. Exclusions and Limitations

Damage caused by abuse, misuse, failure to observe reasonable required maintenance practices, acid rain, accidents, natural disasters, acts of war, facing of fabrics, carpeting and/or fiberglass are not covered. Light bulbs and fuses are not covered.

Damage to the unit if such damage is the result of deterioration due to normal use, wear and tear, or exposure to the elements.

Damages that may occur to the chassis, frame, other parts or components that occur due to overloading will not be covered and may invalidate portions of the Starcraft Bus warranty agreement.

Cosmetic or surface corrosion resulting from stone chips or scratches in paint are not covered.

Replacement parts provided under terms of the warranty agreement will whenever possible, match original equipment. When necessary, Starcraft Bus will substitute parts of comparable function and value. Defective items may be replaced with new, remanufactured, reconditioned or repaired components.

Modifications, alterations or repairs performed by unauthorized personnel may invalidate portions of the Starcraft Bus warranty. In addition, using the vehicle to tow another vehicle is prohibited and may void warranty. Contact Starcraft Bus Customer Service before you make modifications, alteration or repairs.

9. Recovery Limitations

No person shall be entitled to recover from warrantor for any consequential or incidental damages arising out of or relating to any defect in the product. These limitations include but are not limited to, loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; bus rentals; car rentals; gasoline expenses; telephone charges; inconvenience or other incidental damages.

10. How To Get Warranty Service

To obtain warranty service, contact or visit the dealership where you originally purchased your vehicle or another warranty service facility designated by Starcraft Bus. The dealership must contact Starcraft Bus Customer Service Department for authorization to have a warranty claim submitted. If you or your dealer has moved, or if your dealer is no longer in business, contact Starcraft Bus Customer Service Department (see address and telephone numbers below) for the name of a Starcraft Bus dealer nearest to you. Your claim must be made within 14 days of the discovery of the defect. Starcraft Bus will determine authorization based on and subject to the terms of the warranty agreement. All warranty claims must be reported within the warranty period. Warranty personnel must authorize all warranty service prior to performance. Warranty service may be reported directly to the warrantor or to one of their authorized dealers. If warranty personnel approve warranty service, you must leave the unit at the appropriate warranty service location for a sufficient time to perform service.

11. Who Performs Warranty Service

It is recommended you obtain warranty service at the dealership where you originally purchased your bus. If the dealership cannot perform the service work, they should call Starcraft Bus Customer Service Department for assistance (see number below). If you are unable to visit your original dealer, contact Starcraft Bus Customer Service Department (address below) for the name and location of a Starcraft Bus dealer near you.

12. Dispute Resolution

Should you be unable to resolve a disagreement with your dealer regarding your right to pursue warranty coverage for a needed repair, contact the Starcraft Bus Customer Service Department (see address below). If a dispute about warranty service arises between Starcraft Bus and you, the owner, the disagreement will be resolved in accordance with the customary procedures of the American Arbitration Association relating to commercial transactions, or the dispute will be submitted to a panel of three (3) arbitrators for decision. The panel will be made up of one member appointed by Starcraft Bus, one member appointed by the complainant/owner, and one member from the arbitrator group mentioned above. Any and all legal remedies shall be available to the owner after pursuing this informal dispute resolution if a ruling is entered against Starcraft Bus and Starcraft Bus fails to abide by the ruling. The expenses of arbitration will be paid by the party against whom the arbitrator(s) rule.

13. Limits Of Warranty

This written statement of limited warranty represents the entire warranty authorized and offered by Starcraft Bus. There are no warranties or representations beyond those expressed in this written document. Any dealership, salesperson or agent cannot amend it. It expressly limits all warranties, including, but not limited to, by way of specification, both express and implied warranties, including warranties of merchantability and fitness for a particular purpose along with all other liabilities or obligations of Starcraft Bus.

FEDERAL COMPLIANCE

THE TERMS OF THE WARRANTOR'S UNDERTAKING EXPRESSED IN THIS LIMITED WARRANTY ARE DRAFTED TO COMPLY WITH THE MAGNUSSEN MOSS WARRANTY LEGISLATION, P.L. 93-637 OF 1974, AND OTHER APPLICABLE LAW. ANY WARRANTY PROVISIONS PROMULGATED BY THE FEDERAL TRADE COMMISSION PURSUANT TO RULES OR ANY OTHER LAW RELATIVE THERETO ARE EXPRESSLY INCORPORATED HEREIN. TO THE EXTENT ANY PROVISIONS OF THIS LIMITED WARRANTY ARE INCONSISTENT WITH STATE LAWS, ONLY THOSE PARTS INCONSISTENT ARE VOID.

STARCRAFT BUS
Division of Forest River, Inc.
CUSTOMER SERVICE DEPT.
2367 Century Drive
Goshen, IN 46528
Phone: 574.642.3112
Toll Free: 800.348.7440
Fax: 574.970.6815



CUSTOMER CASH PAYMENT AUTHORIZATION FORM

CUSTOMER INFORMATION		
First Name	M.I.	Village of Rantoul, IL Last or Business Name
VEHICLE INFORMATION		
Vehicle Identification # (VIN)		Delivery Date

INCENTIVE INFORMATION		
Program #	Dollar Amount	Customer's Initial
Gov. (GPC)	\$5,400.00	X
Mobility	\$1,000.00	X
		X
		X
		X
		X
		X
		X
		X

CUSTOMER MUST SELECT AND SIGN OPTION "A" OR "B" BELOW

IMPORTANT CUSTOMER NOTICE

SIRIUS Satellite Radio - For vehicles equipped with the satellite radio option, customer information will be provided to SIRIUS Satellite Radio for purposes of providing program benefits and activation services.

"A" Dealer Assignment (Use this section to assign payment to the dealer.)	
1. I acknowledge that I have taken delivery of the vehicle identified above.	
2. I assign payment of the Customer Cash Incentive(s) to the selling dealer.	
3. I acknowledge incentive(s) reflect as a reduction on the Bill of Sale or Lease.	
SIGN HERE	
Customer Signature	Date
I have read and understand the program rules and provisions and agree to comply with the requirements described therein. I certify that the above customer qualifies for program incentive(s). Records supporting the validity of this claim are available in this dealership for examination by Ford.	
Authorized Dealership Signature	Date

"B" Direct Payment to Customer (Use this section to obtain payment direct from Ford.)	
1. I acknowledge that I have delivery of the vehicle identified above.	
2. Please mail check directly to me.	
Customer Signature	Date
I have read and understand the program rules and provisions and agree to comply with the requirements described therein. I certify that the above customer qualifies for program incentive(s). Records supporting the validity of this claim are available in this dealership for examination by Ford.	
Authorized Dealership Signature	Date

Additional Terms of Agreement

If we earn your business, the following will be required to complete the order (each one if applicable):

1. Tax Exempt Certificate
2. ICC number
3. Purchase order
4. Lienholder
5. Ford or GM chassis discount forms signed and returned
6. Formal buyers contract from Midwest Transit

NO PUBLIC LIABILITY, PROPERTY DAMAGE OR PHYSICAL DAMAGE ISSUED WITH THIS TRANSACTION

1. Unless otherwise noted, Midwest Transit has included discounts from the respective manufacturers. We may require the purchaser/Lessee to sign documentation indicating these amounts are taken. In the event you have a program with a manufacture in place, we need to know the program codes (additional programs will not work with programs already in place). Midwest will back out the discounts and apply for your program discounts if applicable.
2. Trade In vehicles will be in operable condition and have a current inspection, unless notes in the appraisal.
3. Credit cards for purchase or payments for lease or finance of vehicles will not be accepted.
4. Terms for Payment: cash, cashier's check, bank wire, and approved company check.
5. If a company check is used, the title will not transfer until the check is cleared with originating bank.
6. **All stock units are subject to prior sale.**

*Midwest Transit Equipment, Inc. is engaged in the business of buying, selling, and servicing buses, not leasing them. It has, however, established a relationship with a respected independent leasing company to offer customers who wish to lease buses a convenient and reasonable-priced means of doing so.

Accordingly, if you elect to lease buses as contemplated by this proposal, the leasing company will purchase the buses from Midwest Transit for lease to you, and Midwest Transit will provide you with all warranty and maintenance services.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to authorize and approve purchase of 2 2019 Ford StarCraft Buses from Midwest Transit Equipment - \$121,894.00 and upon purchase declaring the 2000 Chevy 15 passenger Van and 2006 Chevy passenger bus surplus property	DEPARTMENT: Recreation
DATE: January 12, 2021	AMOUNT:
ATTACHMENTS: 1. Starcraft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Midwest Transit Equipment NEW 2019 Ford/StarCraft buses (Qty 2)	DEPARTMENT: RECREATION
AGENDA SECTION:	AMOUNT: \$121,894.00
ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: December 28, 2020
SUMMARY HIGHLIGHTS: This agenda item is requesting approval to purchase two new 2019 Ford/StarCraft 14 passenger buses from Midwest Transit Equipment. These two buses will replace the following vehicles: Year: 2000 Make: Chevy Model: 15 Passenger Van Miles: 90,282 Year: 2006 Make: Chevy Model: 26 Passenger Bus Miles: 97,032 Upon approval to purchase these new buses, staff will begin preparations to sell the 15 Passenger Van and 26 Passenger Bus per Sec. 14-106 of the Village Code which states: Sec. 14-106. - Authority to sell or dispose of surplus property. (a) The purchasing director is hereby authorized to sell or otherwise dispose of any item of surplus property owned by the village where the estimated value of any such item of surplus property is \$5,000.00 or less. Prior to such sale or disposition, the administrative officer shall declare in writing that any such item is surplus property and no longer necessary or useful to the village. The sale or other disposition may be by negotiated sale, bid, trade, auction or in such other manner authorized by the administrative officer as is in the best interest of the village and will achieve the highest price that can reasonably be expected to be achieved. Any such disposition may include converting such surplus property into some other form which is useful to the village, to trade the surplus property for other personal property, or to use such surplus property as a trade-in, a credit or part payment upon the purchase of other personal property. The	

administrative officer shall report periodically to the president and board of trustees any such sales or other dispositions.

(b)

Any item of surplus property valued at more than \$5,000.00 shall be sold or otherwise disposed of by ordinance in such manner as the president and board of trustees may designate, with or without advertising for a competitive bid.

For the 15 Passenger Van, we are requesting that Administrator Eisenhower declare this vehicle as surplus property as described under Sec. 14-106 (a) as its estimated Kelly Blue Book value is \$1,752.00 - \$2,401.00.

For the 26 Passenger Bus, in conjunction with the approval of the two new buses, we are requesting that the Board designate this vehicle as surplus property as described under Sec. 14-106 (b) as its estimated Internet Auction sale value is \$3,000.00 - \$15,000 depending on area market.

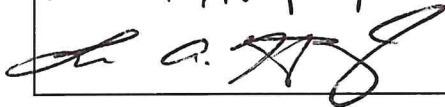
Notes:

- Budgeted Item within Fund 307 (Differential between budgeted amount and total cost will be made up by deferring used recreation trucks to 2022 budget combined with sale of bus and van)
- New buses will provide more handicap accessibility
- Normal driver license to operate
- Government Pricing Quoted
- Local Ford dealer was consulted

RECOMMENDED ACTION: Requesting approval to purchase two 2019 Ford/StarCraft buses in the amount of \$121,894.00.

DEPARTMENT HEAD APPROVAL:

Luke A. Humphrey



VILLAGE ADMINISTRATOR:

2019 FORD / STARCRAFT ALL-STAR

(12 Passengers + 2 W/C)

MT
MIDWEST TRANSIT EQUIPMENT

#19-502B

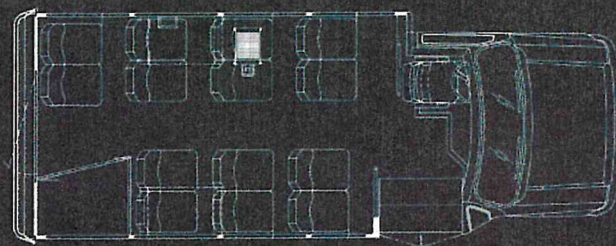
NO CDL REQUIRED (IN MOST STATES)

CHASSIS SPECS

- Ford E350 Super Duty
- 6.8L V10 Gas Engine
- Dual Rear Wheels
- 158" Wheel Base

FEATURES

- **Back-Up Camera**
- Large Rear Heat And Air (Dual Compressor)
- Upgraded Non-Slip Flooring (With Yellow Step Nosing)
- Solid (No T-slide) Windows To Prevent Leaks
- Overhead Storage Above Seats
- Braun Lift With Large Platform
- Meets ADA Compliance
- Exclusive MT Seats
 - High-back, Reclining
 - Retractable Seat Belts
 - Soft Leatherette Coverings
- LED Lighting Inside And Exterior
- No CDL License Required (Most States)



RETRACTABLE SEAT BELTS



Keeps belts off of the floor so they can stay clean and untangled

EXCLUSIVE SEATING



Designed exclusively for Midwest Transit. This leatherette covering is soft and beautiful. 100% vinyl for easy cleaning. Plus, 1 inch of added foam padding in the seat

LED INTERIOR LIGHTING



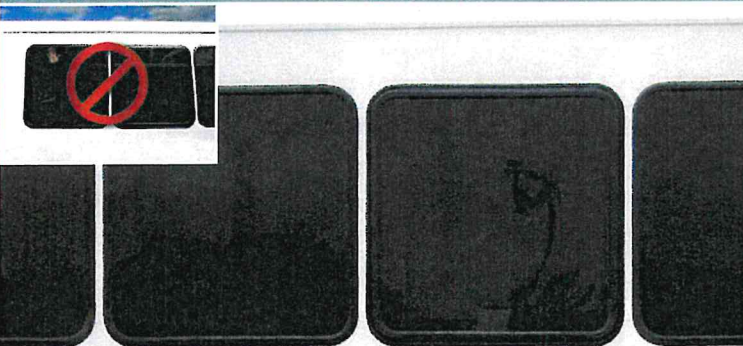
Much brighter and longer lasting than fluorescent lights

ALTRO FLOORING / YELLOW STEP NOSING



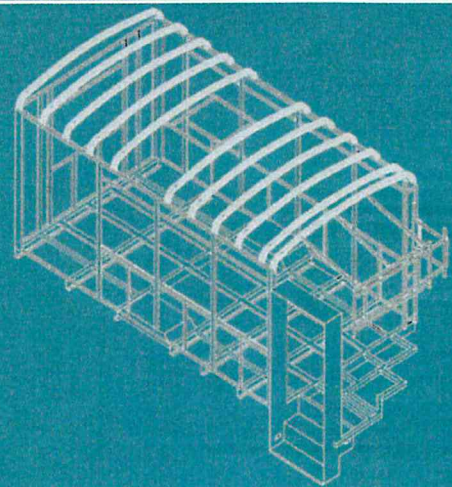
Altro Flooring is a non-slip, commercial grade flooring; Includes yellow step nosing; provides greater visibility for senior adults

SOLID SIDE WINDOWS



Completely prevents water damage caused by leaving t-slide windows open; no bees/wasps or other "critters" getting in open windows

STEEL CAGE CONSTRUCTED



2019 FORD/STARCRAFT

12 PASSENGERS + 2 WHEELCHAIR SPACES + DRIVER

CHASSIS SPECIFICATIONS

- Ford E350 Super Duty Chassis
- **6.8L V-10 Gasoline Engine**
- Automatic Overdrive Transmission
- 12,500 # GVWR
- 7,500# Rear Axle; 5,000# Front Axle
- Front Stabilizer Bar
- 158" Wheelbase
- (6) LT225/75R16E Radial Tires
- Power Disc Brakes, Anti-lock
- Power Steering w/ Tilt Feature
- Cruise Control
- 225AMP Alternator
- Dual Batteries
- 40 Gallon Fuel Tank
- HD Cooling Package
- Block Heater
- Tinted Glass
- Interior Hood Release
- Intermittent Wipers
- Driver's Air Bag
- Gauges: Fuel, Temp, Oil, Pressure, Voltmeter
- Chrome Front Bumper and Grille
- Dash Heat/Defrost/Air Conditioning

BODY SPECIFICATIONS

CLIMATE CONTROL

- 65,000 BTU Rear Floor Heater
- **70,000 BTU Air Conditioning (Dual Compressors) System** is "flush mounted" in the rear wall. No hanging heads on low hanging a/c evaporators.

DOORS AND WINDOWS

- Dark Tinted Side Windows (No T-slides)
- Emergency Windows Rear and Side
- Electric Entrance Door w/ Full Tempered Glass
- Exterior Electric Door Key Switch
- Large Viewing Window in Front of Entrance Door

ELECTRICAL: EXTERIOR

- Round Sealed Tail, Stop and Back-up Lights
- License Plate Light
- Mid-ship Turn/Marker Lamps (**LED**)
- High-mounted Center Brake Light (**LED**)
- Lights Meet Federal and State Requirements

ELECTRICAL: INTERIOR (lights are LED)

- Easy Access Body Electrical Panel Mounted Inside
- Passenger Compartment Courtesy Lights, Door-activated
 - 18" Strip Lighting over Center Aisle (3)
 - Driver/Passenger Dome Light
 - Entry Step Well Lights
- Wiring Color and Function Coded
- AM / FM / CD Radio & Clock

FEATURES: EXTERIOR

- Painted Rear Bumper
- Unitized Steel Cage Construction w/ Fiberglass Front/Rear Cap and Aluminum Side Walls
- Complete Body Undercoating
- Mud Flaps – Rear and Front Passenger's Side
- Driver's Running Board
- Euro Style Exterior Mirrors w/ Convex

FEATURES: INTERIOR

- Modesty Panel and Safety Stanchion at Entrance
- Entrance Handrails – **Left and Right** (ADA Required)
- Interior Passenger View Mirror (6" x 16")
- Driver's Control Console within Reach of Driver
- Gray Padded Vinyl Headliner and Sidewalls
- Front Cap Storage (over driver) With Lock

FLOORING

- **Upgraded Altro Flooring** – this is a non-slip, "commercial grade" flooring and the grey color helps to hide dirt.
- Yellow Step Nosing and Standee Line
- Exterior Grade Plywood Flooring

SEATS

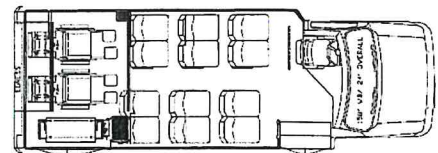
- High-back Reclining Driver's Seat w/ Armrest and Lumbar
- (12) High-back Reclining Passenger Seats
- **Custom Freedman MT Seat – these seats are made exclusively for our company:**
 - Additional foam in seat bottom (added comfort)
 - High-back reclining
 - Leatherette Seat Covering - black
 - Special stitching pattern
- Aisle-side Armrests on Stationary Seats
- **Retractable Seat Belts (on Stationary Seats)**
- (2) Mid-high Flip Seats w/ Dual Armrests and Std. Seat Belts

MISCELLANEOUS

- Safety Equipment: Fire Extinguisher, First Aid Kit, Reflector Triangles
- Safety Inspection (Illinois only)
- **Rear Back-up Camera**
- Stainless Steel Wheel Inserts w/ Rear Valve Stem Extenders (for Easy in Checking Tire Pressure)
- **Overhead Luggage**
- Reverse Alarm

WHEELCHAIR ACCESSIBILITY PACKAGE

- Double Wheelchair Lift Doors
- Braun Century Lift w/ 34" x 51" Platform
- Lift Interlock and Fast Idle System
- **2 SETS** of QRT MAX, Q-Straint Wheelchair Securement and Passenger Restraint Belt Systems
- Interior and Exterior Lights at Lift
- ADA Signage



*All pricing is FOB Kankakee, IL and includes any/all possible rebates/incentives available at this time.

Includes Starcraft 5yr/100,000 mile bumper-to-bumper warranty.





Proposal

Date: 12/17/2020 (Expires: 1/30/2021)



Divisions of Midwest Transit Equipment

CUSTOMER INFORMATION

Customer Name Village of Rantoul, IL			
Address 333 South Tanner		City Rantoul	State IL
Contact #1 Name Andy Graham		Contact #2 Name	
Title	Phone 217-417-5521	Title	Phone
Email agraham@myrantoul.com	Fax	Email	Fax

QUOTE

VEHICLE BEING QUOTED			PRICING	
Year	Stock/Group #	Capacity	Price of Bus	\$70,284.00
2019 (new)	19-502B	12+2wc+driver	Graphics	\$550.00
Chassis Make			IL Safety Lane Insp.	\$55.00
Body Manufacturer			Midwest Transit disc.	-\$3,000.00
Ford E350	Starcraft		Added discount	-\$750.00
			Ford GPC (QF958)	-\$5,400.00
TRADE IN (if more than one trade, attach list for the total)			Sub Total	\$61,739.00
Year	VIN	Mileage	Less Total Trades	
			Sub Total	\$61,739.00
Chassis Make	Body Make	Trade in Allowance	0.00% Sales Tax	\$0.00
			Sub Total	\$61,739.00
			Ford Retail Rebate	
			Ford Commercial Upfit	
			Mobility Rebate	-\$1,000.00
PAYMENT METHOD			License Plate Fee	\$8.00
☐ Lease ☐ Finance ☐ Cash			Title Fee	\$150.00
Length of Term			Documentation Fee	\$50.00
Monthly Payment			Final Price	\$60,947.00
DELIVERY			TOTAL # OF UNITS TO BE PURCHASED	1
Delivery Location (FOB Point)				
Approximate Delivery Time From Order Date				
Kankakee, IL				

SPECIAL NOTES

Pricing includes delivery to your location; plate and registration fees; graphics up to \$550 value; first IL inspection. Of course, subject to availability.

MIDWEST TRANSIT EQUIPMENT INFORMATION

Salesperson Bob Anderson		MAILING ADDRESS	
Company Midwest Transit / Nationwide Bus Sales		Attention: Bob Anderson	
Office Phone 888-353-2192 x 1470		Address 146 W. Issert Dr. Kankakee, IL 60901	
Email bob.anderson@midwesttransit.com		OVERNIGHT/SHIPPING ADDRESS	
Cell Phone 815-592-1649		Attention: Same as Above	
Fax		Address	

By both parties signing this form, you are acknowledging the price. This will become part of the contract.

Customer Acceptance

Dealer Acceptance

Printed Name	Title	Printed Name	Title
Signature	Date	Signature	Date



MOTOR VEHICLES

ADDITIONAL TERMS AND CONDITIONS

1. As used in this order the Terms (a) "Seller" shall mean the Seller to whom this order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this order as such on the face hereof, and (c) "Manufacturer" shall mean the corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this order and that reference to manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.
2. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchases by or shipped to Seller or being manufactured or sold in accordance with Seller's orders. Correspondingly, in the event of any such change by Manufacturer, Seller shall have no obligations to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered this order either before or subsequent to delivery thereof to Purchaser.
3. Seller shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Seller.
4. The price for the motor vehicle specified on the face of this order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State, or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this order, regardless of which party may have primary tax liability therefor.
5. FACTORY WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY SELLER'S WARRANTY OR SERVICE CONTRACT IS FURNISHED BY SELLER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
6. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
7. The purchaser, before or at the time of delivery of the motor vehicle covered by this order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this order.
8. The purchaser agrees to pick up the buses, upon notice that the unit(s) are ready .

Signed: _____ Date: _____

Luke Humphrey

From: Andy Graham
Sent: Monday, January 4, 2021 11:03 AM
To: Luke Humphrey
Subject: FW: warranty info for buses
Attachments: Starcraft Bus 5-100 Warranty 1.22.19.pdf

From: Bob Anderson <bob.anderson@midwesttransit.com>
Sent: Monday, January 4, 2021 10:19 AM
To: Andy Graham <AGraham@village.rantoul.il.us>
Subject: warranty info for buses

Andy

Hope you had a nice break over the holidays!

Attached is a copy of the Starcraft warranty. A couple of years ago they extended their warranty to 5yr/100k miles for anything that is not chassis related. This is HUGE in the industry.

The Ford warranty is as follows:

E-Series Cutaway:

Bumper to Bumper: 3 years / 36,000 miles
Powertrain: 5 years / 60,000 miles
Safety Restraint System: 5 years / 60,000 miles
Corrosion (Perforation only): 5 years / Unlimited miles
Roadside Assistance Program: 5 years / 60,000 miles

Bob Anderson

ChurchBus.com Sales Manager
Commercial Regional Sales

Phone: 800-933-2412 x1470
Cell: 815-592-1649





STARCRAFT COMMERCIAL BUS OPTIONAL 5-YEAR/100,000 MILE EXTENDED WARRANTY

Notice

Please return the warranty registration card to register the warranty with Starcraft Bus so that Starcraft Bus may record your rights under this limited warranty and to ensure prompt assistance. Your dealer will provide the warranty card for you to sign. If you did not sign a Starcraft Bus warranty card at the time of delivery, please contact your dealer.

Definition of Terms

Authorized Starcraft Bus Dealer ("Dealer"): This agreement is applicable only in the United States, Puerto Rico and Canada. Any Authorized Dealer of the owner's choice may perform warranty service work under the Starcraft Bus Warranty Agreement. This vehicle should be delivered to the authorized dealer during normal service hours. A reasonable time should be allowed after taking the vehicle to the authorized dealer for performance of the repair.

Starcraft Bus, Division of Forest River, Inc. ("Warrantor"): The party obligated to perform under this Agreement.

Original Purchaser: Person or entity that is a recipient of this product provided by a dealer under a purchase order or contract sales.

Wear and Tear: The deterioration of a part or material beyond the manufacturer's specified tolerances that occur naturally over time and under normal operating conditions.

1. Who Warrants The Product

The product, as described and limited here, is warranted by the manufacturer and installer of the body: Starcraft Bus, Division of Forest River, Inc., hereinafter referred to as Starcraft Bus, 2367 Century Drive, Goshen, IN; an Indiana Corporation; and is administered by the Starcraft Bus Customer Service Department, Goshen, Indiana 46528.

2. Who Is Covered

Starcraft Bus, the warrantor, extends this limited warranty agreement to the original owner only of the vehicle during the Warranty Period.

3. What Is Covered

Starcraft Bus, your warrantor, extends the following limited warranty to you; in which the limited warranty covers your conversion only pertaining to material defects in all materials and workmanship supplied by or performed by Starcraft Bus.

4. Warranty Period

The Starcraft Bus limited warranty is for a period of five (5) years from the date of first delivery or 100,000 miles, whichever occurs first, except for other coverages listed under "Other Warranties That May Apply" and items listed under "Exclusions and Limitations" and "Limits of the Warranty."

5. Exterior Paint

Exterior Paint, performed by Starcraft Bus, is fully warranted to be free of substantial defects in workmanship by Starcraft Bus for the first three (3) years (50,000 miles) from date of original purchase, 50% warranted four (4) years (75,000 miles), and 25% warranted five (5) years (100,000 miles) from date of original purchase.

6. Other Warranties That May Apply

Starcraft Bus does not warrant the base chassis itself. The vehicle engine, chassis, drive-train, suspension system, battery and other chassis components are covered by a separate warranty offered by the manufacturer of the chassis and administered by the chassis manufacturer's authorized dealers. The tire manufacturer separately warrants tires. In addition, all aftermarket springs, suspensions, driveline retarders, etc., such as Liquid Springs, Mor Ryde, Kelderman, Telma, etc. are not covered by Starcraft Bus. These items are covered by their original manufacturer and their warranties may vary.

7. Owner's Responsibility

Proper preventative maintenance of the exterior and interior of the vehicle is the responsibility of the owner. See the owner's manual(s) for proper care instructions. Defects or damage as a result of improper care or maintenance are not covered by this warranty agreement.

8. Exclusions and Limitations

Damage caused by abuse, misuse, failure to observe reasonable required maintenance practices, acid rain, accidents, natural disasters, acts of war, facing of fabrics, carpeting and/or fiberglass are not covered. Light bulbs and fuses are not covered.

Damage to the unit if such damage is the result of deterioration due to normal use, wear and tear, or exposure to the elements.

Damages that may occur to the chassis, frame, other parts or components that occur due to overloading will not be covered and may invalidate portions of the Starcraft Bus warranty agreement.

Cosmetic or surface corrosion resulting from stone chips or scratches in paint are not covered.

Replacement parts provided under terms of the warranty agreement will whenever possible, match original equipment. When necessary, Starcraft Bus will substitute parts of comparable function and value. Defective items may be replaced with new, remanufactured, reconditioned or repaired components.

Modifications, alterations or repairs performed by unauthorized personnel may invalidate portions of the Starcraft Bus warranty. In addition, using the vehicle to tow another vehicle is prohibited and may void warranty. Contact Starcraft Bus Customer Service before you make modifications, alteration or repairs.

9. Recovery Limitations

No person shall be entitled to recover from warrantor for any consequential or incidental damages arising out of or relating to any defect in the product. These limitations include but are not limited to, loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; bus rentals; car rentals; gasoline expenses; telephone charges; inconvenience or other incidental damages.

10. How To Get Warranty Service

To obtain warranty service, contact or visit the dealership where you originally purchased your vehicle or another warranty service facility designated by Starcraft Bus. The dealership must contact Starcraft Bus Customer Service Department for authorization to have a warranty claim submitted. If you or your dealer has moved, or if your dealer is no longer in business, contact Starcraft Bus Customer Service Department (see address and telephone numbers below) for the name of a Starcraft Bus dealer nearest to you. Your claim must be made within 14 days of the discovery of the defect. Starcraft Bus will determine authorization based on and subject to the terms of the warranty agreement. All warranty claims must be reported within the warranty period. Warranty personnel must authorize all warranty service prior to performance. Warranty service may be reported directly to the warrantor or to one of their authorized dealers. If warranty personnel approve warranty service, you must leave the unit at the appropriate warranty service location for a sufficient time to perform service.

11. Who Performs Warranty Service

It is recommended you obtain warranty service at the dealership where you originally purchased your bus. If the dealership cannot perform the service work, they should call Starcraft Bus Customer Service Department for assistance (see number below). If you are unable to visit your original dealer, contact Starcraft Bus Customer Service Department (address below) for the name and location of a Starcraft Bus dealer near you.

12. Dispute Resolution

Should you be unable to resolve a disagreement with your dealer regarding your right to pursue warranty coverage for a needed repair, contact the Starcraft Bus Customer Service Department (see address below). If a dispute about warranty service arises between Starcraft Bus and you, the owner, the disagreement will be resolved in accordance with the customary procedures of the American Arbitration Association relating to commercial transactions, or the dispute will be submitted to a panel of three (3) arbitrators for decision. The panel will be made up of one member appointed by Starcraft Bus, one member appointed by the complainant/owner, and one member from the arbitrator group mentioned above. Any and all legal remedies shall be available to the owner after pursuing this informal dispute resolution if a ruling is entered against Starcraft Bus and Starcraft Bus fails to abide by the ruling. The expenses of arbitration will be paid by the party against whom the arbitrator(s) rule.

13. Limits Of Warranty

This written statement of limited warranty represents the entire warranty authorized and offered by Starcraft Bus. There are no warranties or representations beyond those expressed in this written document. Any dealership, salesperson or agent cannot amend it. It expressly limits all warranties, including, but not limited to, by way of specification, both express and implied warranties, including warranties of merchantability and fitness for a particular purpose along with all other liabilities or obligations of Starcraft Bus.

FEDERAL COMPLIANCE

THE TERMS OF THE WARRANTOR'S UNDERTAKING EXPRESSED IN THIS LIMITED WARRANTY ARE DRAFTED TO COMPLY WITH THE MAGNUSSEN MOSS WARRANTY LEGISLATION, P.L. 93-637 OF 1974, AND OTHER APPLICABLE LAW. ANY WARRANTY PROVISIONS PROMULGATED BY THE FEDERAL TRADE COMMISSION PURSUANT TO RULES OR ANY OTHER LAW RELATIVE THERETO ARE EXPRESSLY INCORPORATED HEREIN. TO THE EXTENT ANY PROVISIONS OF THIS LIMITED WARRANTY ARE INCONSISTENT WITH STATE LAWS, ONLY THOSE PARTS INCONSISTENT ARE VOID.

STARCRAFT BUS
Division of Forest River, Inc.
CUSTOMER SERVICE DEPT.
2367 Century Drive
Goshen, IN 46528
Phone: 574.642.3112
Toll Free: 800.348.7440
Fax: 574.970.6815



CUSTOMER CASH PAYMENT AUTHORIZATION FORM

CUSTOMER INFORMATION		
First Name	M.I.	Village of Rantoul, IL Last or Business Name
VEHICLE INFORMATION		
Vehicle Identification # (VIN)		Delivery Date

INCENTIVE INFORMATION		
Program #	Dollar Amount	Customer's Initial
Gov. (GPC)	\$5,400.00	X
Mobility	\$1,000.00	X
		X
		X
		X
		X
		X
		X
		X

CUSTOMER MUST SELECT AND SIGN OPTION "A" OR "B" BELOW

IMPORTANT CUSTOMER NOTICE

SIRIUS Satellite Radio - For vehicles equipped with the satellite radio option, customer information will be provided to SIRIUS Satellite Radio for purposes of providing program benefits and activation services.

"A" Dealer Assignment (Use this section to assign payment to the dealer.)	
1. I acknowledge that I have taken delivery of the vehicle identified above.	
2. I assign payment of the Customer Cash Incentive(s) to the selling dealer.	
3. I acknowledge incentive(s) reflect as a reduction on the Bill of Sale or Lease.	
SIGN HERE	
Customer Signature	Date
I have read and understand the program rules and provisions and agree to comply with the requirements described therein. I certify that the above customer qualifies for program incentive(s). Records supporting the validity of this claim are available in this dealership for examination by Ford.	
Authorized Dealership Signature	Date

"B" Direct Payment to Customer (Use this section to obtain payment direct from Ford.)	
1. I acknowledge that I have delivery of the vehicle identified above.	
2. Please mail check directly to me.	
Customer Signature	Date
I have read and understand the program rules and provisions and agree to comply with the requirements described therein. I certify that the above customer qualifies for program incentive(s). Records supporting the validity of this claim are available in this dealership for examination by Ford.	
Authorized Dealership Signature	Date

Additional Terms of Agreement

If we earn your business, the following will be required to complete the order (each one if applicable):

1. Tax Exempt Certificate
2. ICC number
3. Purchase order
4. Lienholder
5. Ford or GM chassis discount forms signed and returned
6. Formal buyers contract from Midwest Transit

NO PUBLIC LIABILITY, PROPERTY DAMAGE OR PHYSICAL DAMAGE ISSUED WITH THIS TRANSACTION

1. Unless otherwise noted, Midwest Transit has included discounts from the respective manufacturers. We may require the purchaser/Lessee to sign documentation indicating these amounts are taken. In the event you have a program with a manufacture in place, we need to know the program codes (additional programs will not work with programs already in place). Midwest will back out the discounts and apply for your program discounts if applicable.
2. Trade In vehicles will be in operable condition and have a current inspection, unless notes in the appraisal.
3. Credit cards for purchase or payments for lease or finance of vehicles will not be accepted.
4. Terms for Payment: cash, cashier's check, bank wire, and approved company check.
5. If a company check is used, the title will not transfer until the check is cleared with originating bank.
6. **All stock units are subject to prior sale.**

*Midwest Transit Equipment, Inc. is engaged in the business of buying, selling, and servicing buses, not leasing them. It has, however, established a relationship with a respected independent leasing company to offer customers who wish to lease buses a convenient and reasonable-priced means of doing so.

Accordingly, if you elect to lease buses as contemplated by this proposal, the leasing company will purchase the buses from Midwest Transit for lease to you, and Midwest Transit will provide you with all warranty and maintenance services.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Discussion to consider a local public agency agreement for federal participation concerning the roadway improvements associated with the resurfacing of Maplewood Drive.	DEPARTMENT: Public Works
DATE: January 12, 2021	AMOUNT:
ATTACHMENTS: 1. Maplewood Dr Resolution 2. Resolution 1-21-1322	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM		PAGE <u> </u> OF <u> </u>
ITEM: Motion to pass <u>Resolution No. #00-00-0000</u> . A Resolution authorizing and approving a local public agency agreement for federal participation concerning the roadway improvements associated with the resurfacing of Maplewood Drive.		DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT:	
ATTACHMENTS: () ORDINANCE () RESOLUTION () OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: January 4, 2021	
SUMMARY HIGHLIGHTS:		
RECOMMENDED ACTION: Motion to pass <u>Resolution No. #00-00-0000</u> . A Resolution authorizing and approving a local public agency agreement for federal participation concerning the roadway improvements associated with the resurfacing of Maplewood Drive.		
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.	VILLAGE ADMINISTRATOR: Scott Eisenhauer	
AGENDA PAGE NUMBER:		

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM		PAGE <u>01</u>
ITEM: Local Public Agency Agreement with IDOT for the use of STU/TARP for the resurfacing of Maplewood Drive		DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: \$1,870,000.00 Project Budget \$1,496,000.00 STU \$292,000.00 TARP \$82,000.00 Village Share	
ATTACHMENTS: ☐ ORDINANCE ☒ RESOLUTION ☐ OTHER (See Summary Highlights) ☒ SUPPORTING DOCUMENTS	DATE: November 24, 2020	
SUMMARY HIGHLIGHTS: This Agenda Item provides for the Local Public Agency Agreement for Federal Participation with the Illinois Department of Transportation (IDOT) for the allocation of costs and funding for the roadway improvements associated with the resurfacing of Maplewood Drive from Veterans Parkway north to the Village's corporate limit. The project is programmed in the IDOT – Surface Transportation Program – Urban (STU) / Federal Aid Urban (FAU) Program with project construction in the Village's FY21 Budget. The Village is allocated approximately \$184,242.36 per year through this funding source, which can be utilized on select roadways within the community. IDOT has encouraged the Village to move forward with this project as it also has an impact on the local district. The Village of Rantoul was awarded a Truck Access Route Program (TARP) grant for the Maplewood Drive resurfacing improvements in the amount of \$292,000.00. The grant can be used as a portion of the local share. The Village's match requirement of \$82,000.00 would be funded through the State Motor Fuel Tax (MFT) dollars. This is a State Bid project with actual bids due January 9, 2021.		
RECOMMENDED ACTION: Authorize the approval for the Local Public Agency Agreement for Federal Participation with the Illinois Department of Transportation (IDOT) for the allocation of costs and funding for the roadway improvements associated with the resurfacing of Maplewood Drive.		
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. <i>ggh</i> Jacob D. McCoy, P.E. <i>JDM</i>		VILLAGE ADMINISTRATOR: Scott Eisenhauer
AGENDA PAGE NUMBER:		



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
Village of Rantoul		Champaign	17-00110-00-PV
Fund Type	ITEP, SRTS, HSIP Number(s)		MPO Name
STU	N/A		N/A
		MPO TIP Number	
		N/A	

☒ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☐ Right-of-Way

Construction

Job Number	Project Number	Engineering	Project Number	Right of Way	Project Number
C-95-004-21	60LA(041)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Maplewood Drive	FAU 7094	1.41 mi.	From	To
			00.13	01.54

Location Termini

From North City Limits of Rantoul to Veteran's Parkway

Current Jurisdiction	Existing Structure Number(s)	Add Location
Village of Rantoul	N/A	Remove

PROJECT DESCRIPTION

Resurfacing of Maplewood Drive, including sidewalk ramps at various locations.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - LPA's Share Balance divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in Item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (Reimbursement Requests) For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
 23. (Final Invoice) The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
 24. (Project Closeout) The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
 26. (Single Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPA's expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
 27. That the LPA is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" If the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the LPA to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
 - a. To reimburse the LPA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the STATE is reimbursing the LPA, obligation of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☐	1. Location Map
☐	2. Division of Cost
☒	3. LPA Funding Resolution
Add Row	

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Mr. Chuck Smith

Title of Official

Village President

Signature

Date

The above signature certifies the agency's Tin number is

376000510 conducting business as a Governmental Entity.

Duns Number 060860350

APPROVED

State of Illinois

Department of Transportation

Omer Osman P.E., Acting Secretary

Date

By:

Director of Planning & Programming

Date

Director of Planning & Programming

Date

Philip C. Kaufmann, Chief Counsel

Date

Joanne Woodworth, Acting Chief Fiscal Officer

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDA NUMBER 2

Local Public Agency		County		Section Number	
Village of Rantoul		Champaign		17-00110-00-PV	
Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-004-21	60LA(041)				

DIVISION OF COST

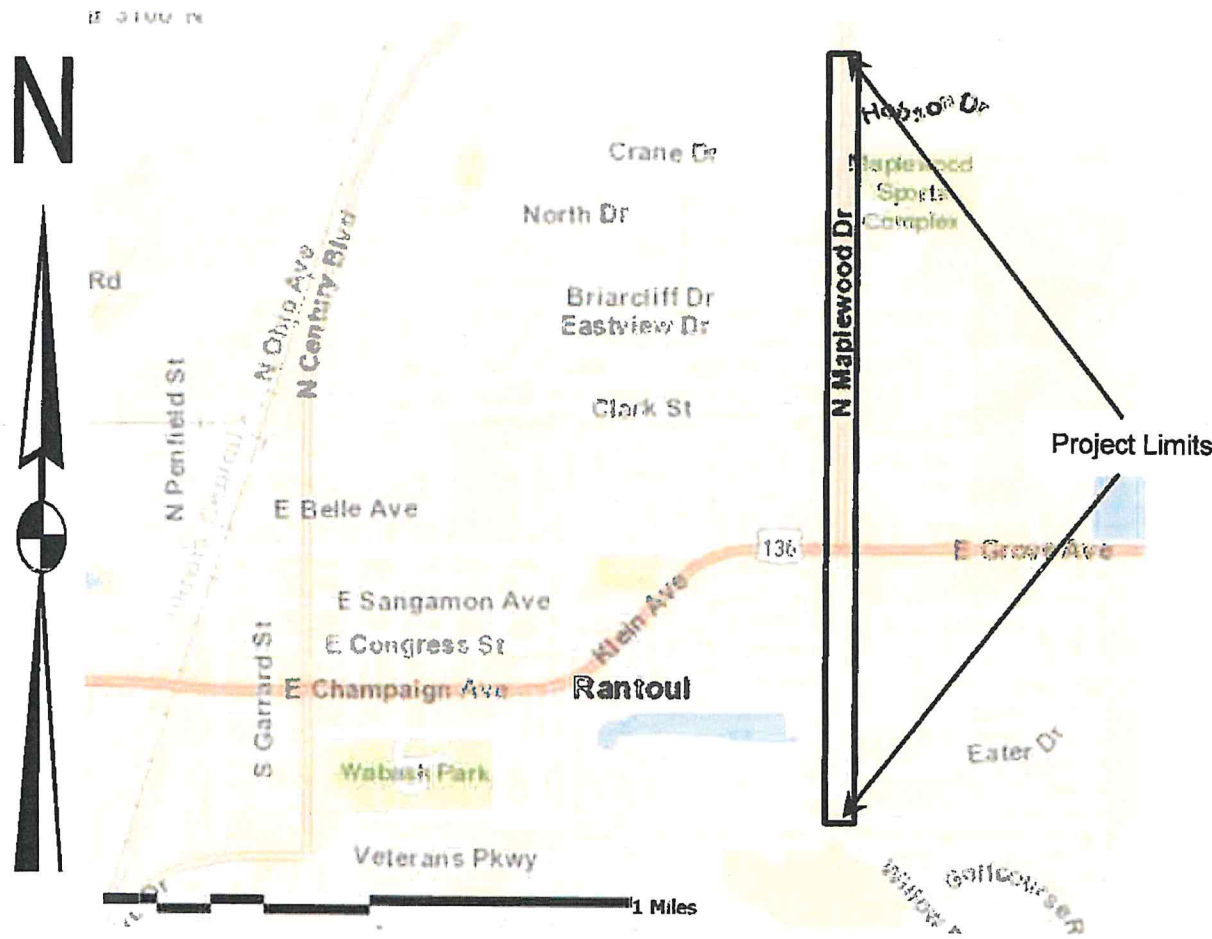
Type of Work	Federal Funds			State Funds			Local Public Agency		
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%
- Participating Construction	STU	\$1,360,000.00	80%	TARP	\$292,000.00	*	Local Match	\$48,000.00	BAL
- Construction Engineering	STU	\$136,000.00	80%				Local Match	\$34,000.00	20%
-									
-									
-									
-									
-									
-									
-									
-									
-									
Total		\$1,496,000.00		Total	\$292,000.00		Total	\$82,000.00	
Add									
									\$1,870,000.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Lump Sum \$292,000 TARP funds NTE 50% of final cost of Project to be used first as match to the federal funds

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

Addenda Number 1



Location Map

Reference

Rantoul - STU FUNDS

\$604,985.90 STU/FAU Unobligated Balance as of date below

* Included in Unobligated Balance

FY 2021	\$184,242.36	Allotment*	TIP No
	\$604,985.90	Begin Bal.	
	\$1,360,000.00	17-00110-00-PV (PEI/PEII)	

-\$755,014.10

End Bal.

FY 2022	\$184,242.36	Allotment	TIP No
	-\$570,771.74	Begin Bal.	

-\$570,771.74

End Bal.

FY 2023	\$184,242.36	Allotment	TIP No
	-\$386,529.38	Begin Bal.	

-\$386,529.38

End Bal.

FY 2024	\$184,242.36	Allotment	TIP No
	-\$202,287.02	Begin Bal.	

-\$202,287.02

End Bal.

FY 2025	\$184,242.36	Allotment	TIP No
	-\$18,044.66	Begin Bal.	

-\$18,044.66

End Bal.

29-Jan-20

Reference



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 28, 2020

Mr. Chuck Smith
Village President, Village of Rantoul
333 S Tanner
Rantoul, Illinois 61866

Dear Mr. Smith,

The Illinois Department of Transportation is pleased to inform you that your project has been selected for state fiscal year 2021 Truck Access Route Program (TARP) funding. The project includes improvements to Maplewood Drive from the Rantoul National Aviation Center to the corporate limits and adjacent county highway truck route. Congratulations on your successful application.

The state commitment for this project will not exceed \$292,000. Every effort should be made to obligate these funds during calendar year 2021 which ends December 31st, 2021.

Please contact Mr. Brian Trygg, District 5 Local Roads Engineer at (217) 466-7252 to discuss program requirements and preparation of any agreements and / or contracts. Projects located within a Metropolitan Planning Organization (MPO) planning boundary are required to be listed in the local MPO's Transportation Improvement Program (TIP). Questions regarding the TARP may be directed to Mr. Stephane B. Seck-Birhame in the Central Bureau of Local Roads and Streets at (217) 782-3972.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Seck-Birhame'.

Stephane B. Seck-Birhame, P.E., PTOE
Local Program Development Engineer

cc: Brian Trygg, IDOT District 5 Local Roads Engineer
File - 17-00110-00-PV

RESOLUTION NO. 1-21-1322

**A RESOLUTION AUTHORIZING AND APPROVING A LOCAL PUBLIC
AGENCY AGREEMENT FOR FEDERAL PARTICIPATION CONCERNING
THE ROADWAY IMPROVEMENTS ASSOCIATED WITH THE RESURFACING
OF MAPLEWOOD DRIVE**

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the “Corporate Authorities”) of the Village of Rantoul, Champaign County, Illinois (the “Village”) at which this Resolution is adopted, the form of a certain Local Public Agency Agreement for Federal Participation (the “Agreement”) by and between the Village and the State of Illinois, action by and through the Illinois Department of Transportation (the “State”).

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

Section 1. That the Agreement by and between the Village and the State, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities of the Village at which this Resolution is adopted, be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Agreement, with such insertions, changes and revisions in the form of such Agreement as may be approved by such Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such insertions, changes or revisions therein form the form of the Agreement now before the meeting of the Corporate Authorities at which this Resolution is adopted.

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

PASSED this 12th day of January, 2021.

Village Clerk

APPROVED this 12th day of January, 2021.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to pass <u>Resolution No. 1-21-1322</u> , A RESOLUTION AUTHORIZING AND APPROVING A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION CONCERNING THE ROADWAY IMPROVEMENTS ASSOCIATED WITH THE RESURFACING OF MAPLEWOOD DRIVE	DEPARTMENT: Administration
DATE: January 12, 2021	AMOUNT:
ATTACHMENTS: 1. Resolution 1-21-1322	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

RESOLUTION NO. 1-21-1322

**A RESOLUTION AUTHORIZING AND APPROVING A LOCAL PUBLIC
AGENCY AGREEMENT FOR FEDERAL PARTICIPATION CONCERNING
THE ROADWAY IMPROVEMENTS ASSOCIATED WITH THE RESURFACING
OF MAPLEWOOD DRIVE**

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the “Corporate Authorities”) of the Village of Rantoul, Champaign County, Illinois (the “Village”) at which this Resolution is adopted, the form of a certain Local Public Agency Agreement for Federal Participation (the “Agreement”) by and between the Village and the State of Illinois, action by and through the Illinois Department of Transportation (the “State”).

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

Section 1. That the Agreement by and between the Village and the State, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities of the Village at which this Resolution is adopted, be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Agreement, with such insertions, changes and revisions in the form of such Agreement as may be approved by such Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such insertions, changes or revisions therein form the form of the Agreement now before the meeting of the Corporate Authorities at which this Resolution is adopted.

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

PASSED this 12th day of January, 2021.

Village Clerk

APPROVED this 12th day of January, 2021.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: 2014 PARC GRANT Forum Fitness Center Renovation and Expansion A/E Contract – Cordogan Clark	DEPARTMENT: RECREATION
AGENDA SECTION:	AMOUNT: \$74,050.00
ATTACHMENTS: () ORDINANCE (X) RESOLUTION () OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: December 28, 2020
SUMMARY HIGHLIGHTS: This Agenda item provides for an Architecture and Engineering professional services contract with Cordogan Clark for the IDNR PARC grant that the Village was awarded in 2014 for the Forum Fitness Center Renovation and Expansion. History: • 2014: Initial application submitted for \$1,000,000 (\$900,000 State/\$100,000 Village). At that time, it was announced that the Village was a recipient of the grant and was provided a grant number. Shortly thereafter, all PARC grants were “frozen” by the State of IL administration. • October 17, 2018: Village received correspondence from the IDNR that it was the intent of the Department to re-evaluate projects from 2014. The IDNR set a reserve amount for this grant that may not exceed \$750,000. • November 2018: Per the correspondence request, staff re-submitted a revised project scope to the IDNR which included a Resolution of Authorization by the Village Board to re-submit for the grant as well as approval to budget internally to include \$100,000 in matching Village funds to meet grant requirements of 10% match. • October 22, 2019: Pritzker Administration and the IDNR announced PARC grant recipients, of which, the Village was awarded \$750,000. • February 28, 2020: Received correspondence from IDNR with a copy of our grant agreement and approval to begin project with a grant ending date of January 14, 2022.	

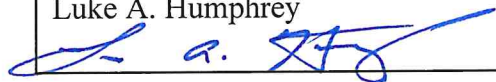
The Village issued an RFP for A/E services and proposals were due November 24, 2020 by 3:00 pm prevailing time. We received nine proposals which were reviewed by Village staff. After our review, five firms were selected for the interview process which was conducted by Village staff. Based on the selection criteria, Cordogan Clark clearly demonstrated the ability to provide A/E services for the PARC grant project.

The proposed pricing schedule is included in your board packet and is within the IDNR required limit of 15.25% for A/E services.

RECOMMENDED ACTION: Authorize approval of a professional services contract with Cordogan Clark in the amount of \$74,050.00.

DEPARTMENT HEAD APPROVAL:

Luke A. Humphrey



VILLAGE ADMINISTRATOR:

RFP TABULATION SUMMARY**PROJECT: Forum Fitness Center Renovation & Expansion****JOB #: VRNTL-20-R-15****OWNER: Village of Rantoul****DEPARTMENT: RECREATION****RFP DATE: 11/24/2020**

	PROPOSER	# COPIES
1	PCM+Design Architects	email 11-23-2020, 4:54 pm
2	Studio GC	email 11-24-2020, 9:52 am
3	JP Architects, Ltd.	email 11-24-2020, 10:06 am
4	Williams Architects	email 11-24-2020, 12:18 pm
5	Cordogan Clark	email 11-24-2020, 12:22 pm
6	Farnsworth Group	email 11-24-2020, 1:27 pm
7	PALMA	email 11-24-2020, 1:34 pm
8	Architectural Expressions	email 11-24-2020, 2:40pm
9	Fuhrmann Engineering	Dropoff 11-24-2020, 12:40pm
10		
11		
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20		
21		

REVISED PROPOSED PRICING SCHEDULE:

PHASE	Description	Amount
PHASE I	PRELIMINARY DESIGN & PROBABLE CONSTRUCTION COSTS _____Dollars	\$ <u>24,735.00</u>
PHASE II	SCOPE OF SERVICES _____Dollars	\$ <u>26,740.00</u>
PHASE III	BIDDING & CONSTRUCTION ADMINISTRATION _____Dollars	\$ <u>15,376.00</u>
PHASE IV	RESIDENT INSPECTION SERVICES _____Dollars \$300/visit by a PM on a bi-weekly basis for a total of 28 weeks of construction duration for a total of 14 visits	\$ <u>4,200.00</u> + \$3,000 in reimbursables for the project TOTAL: \$74,050

 DATE: 12/18/20

 SUBMITTED BY : Cordogan Clark

Name of Company

 BY: 

Executive Vice President

Signature and Title

 BUSINESS ADDRESS: 960 Ridgeway Avenue, Aurora, IL

 EMAIL ADDRESS: bkronewitter@cordoganclark.com

 PHONE NUMBER: 630.209.7525

Client#: 856014

LOUISCCO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: laurie.cloninger@usi.com INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company NAIC # 11150
INSURED Louis C. Cordogan, Architect, Inc. d/b/a Cordogan, Clark & Associates, Inc 960 Ridgeway Ave Aurora, IL 60506	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PAAEP0134100	11/12/2020	11/12/2021	\$5,000,000 each claim / \$5,000,000 annual aggr.

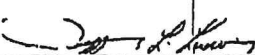
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability is written on a 'claims made' policy form.

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

CERTIFICATE HOLDER

CANCELLATION

Louis C. Cordogan, Architect, Inc. D/B/A Cordogan, Clark & Associates 960 Ridgeway Ave Aurora, IL 60506	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03) 1 of 1
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CYDAA

Client#: 21364

CORCL2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Konen Insurance Agency, Inc. 2570 Beverly Drive Suite 100 Aurora, IL 60502	CONTACT NAME: Melanie Garza	
	PHONE (A/C, No, Ext): 630 897-4239	FAX (A/C, No):
	E-MAIL ADDRESS: melanie@konen.com	
INSURED Cordogan Clark & Associates, Inc. 960 Ridgeway Avenue Aurora, IL 60506	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hanover Ins. Co.	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	NAIC # 22292	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		OBCD902642	05/06/2020	05/06/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS ☒ Drive Oth Car		AWCD902638	05/06/2020	05/06/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$0		OBCD902642	05/06/2020	05/06/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	W2CD902639	05/06/2020	05/06/2021	☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

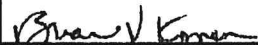
CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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FORUM FITNESS CENTER RENOVATION & EXPANSION

**REQUEST FOR PROPOSAL/QUALIFICATIONS
ARCHITECTURAL & ENGINEERING SERVICES**



Village of Rantoul
Recreation Department
100 E. Flessner Ave.
Rantoul, IL 61866

**REQUEST FOR PROPOSAL/QUALIFICATIONS
ARCHITECTURAL & ENGINEERING SERVICES**

VRNTL-20-R-15

Village of Rantoul, Illinois

FORUM FITNESS CENTER RENOVATION & EXPANSION

The Village of Rantoul, Illinois is requesting prospective firms provide a proposal and qualifications for architectural and engineering services for the IDNR PARC 14-074 grant for the FORUM FITNESS CENTER RENOVATION & EXPANSION in Rantoul, IL 61866.

This project is being financed, in part, with funds from the Illinois Department of Natural Resources, “Park and Recreational Facility Construction Grant Program” (PARC) grant program.

The Village of Rantoul encourages minority business firms to submit proposals and successful contract bidders to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction.

Proposals will be received until 3:00 P.M. prevailing time, Tuesday, November 24, 2020 at the Village of Rantoul Municipal Building, 333 South Tanner Street, Rantoul, IL 61866. Proposals received after the closing time, at the discretion of the Village may be rejected and returned unopened. Proposals submitted should be identified on the outside of the envelope or package as a Proposal for “**VRNTL-20-R-15 FORUM FITNESS CENTER RENOVATION & EXPANSION**” and should be addressed to: The Village of Rantoul, Recreation Director, Luke Humphrey, 333 South Tanner Street, Rantoul, Illinois 61866. **Due to the COVID-19 circumstances, proposals can be submitted via e-mail, and may be sent to Luke Humphrey, Recreation Director: lhumphrey@myrantoul.com.**

Due to current Covid-19 restrictions, site visits must be scheduled in advance and will be conducted on an individual basis. All site visits must be completed by November 20, 2020 and can be scheduled by email to lhumphrey@myrantoul.com. Questions can be directed to Luke Humphrey at lhumphrey@myrantoul.com.

The RFP can be obtained on our website at www.myrantoul.com/bids

The Village of Rantoul, Illinois reserves the right to reject any or all Proposals and to waive any informalities in the Proposals. No Proposal shall be withdrawn after Proposals are opened without the consent of the Village of Rantoul, Illinois for a period of sixty (60) days.

VILLAGE OF RANTOUL

REQUEST FOR PROPOSAL/QUALIFICATIONS ARCHITECTURAL & ENGINEERING SERVICES

FORUM FITNESS CENTER RENOVATION & EXPANSION

I. Introduction

The Village of Rantoul is seeking proposals from qualified architects/engineers to provide PRELIMINARY DESIGN & PROBABLE CONSTRUCTION COSTS, SCOPE OF SERVICES, BIDDING & CONSTRUCTION ADMINISTRATION and RESIDENT INSPECTION SERVICES for the IDNR PARC 14-074 grant for the following:

FORUM FITNESS CENTER RENOVATION & EXPANSION

All documents shall be prepared in accordance with applicable Federal and State law and regulations.

The Scope of Work provided herein is a minimum Scope of Work. Architects/Engineers are encouraged to provide a Scope of Work for the aforementioned that best meets the needs of the Village.

II. Background

The Village of Rantoul Recreation Department provides year-round indoor and outdoor facilities and programs for the leisure needs and well-being of the community. The PARC 14-074 grant project includes the construction of an indoor 3,000 square foot multi-purpose facility addition in response to limited gymnasium space used for a multitude of athletic and general recreation programs. The facility will assist in addressing chronic indoor overcrowding problems, and allow for program expansion and diversification.

Separate from the 3000 square foot addition, the grant also includes HVAC installation, new lockers in men's and women's locker rooms, expansion of weight room and cardio room into existing racquetball courts, window installation, steam room renovations and installation of new electrical and flooring.

(Appendix A) is attached and contains further detailed information regarding scope of PARC 14-074 project agreement. The selected architect/engineer must indicate specific experience in the required area of PARC and/or IDNR grants and be familiar with knowledge to execute the agreement PARC 14-074.

III. Scope of Work

PHASE I: PRELIMINARY DESIGN AND PROBABLE CONSTRUCTION COSTS

FORUM FITNESS CENTER RENOVATION & EXPANSION

Given the brief aforementioned background the Village is soliciting proposals that will, at a minimum, address the following issues with regard to design and construction of all items in the PARC 14-074 grant documents.

The successful proponent shall provide, in consultation with Village staff, a preliminary conceptual design including renderings, square footage and building design. This will entail a minimum of four meetings with Village staff.

The successful firm shall provide a pre-design probable cost estimate to construct the proposed facility. This statement of probable construction costs shall be a detailed estimate segregated by item, including, but not limited to:

a) Site work	e) Main building facility
b) Utilities	f) Ancillary facility improvements
c) Paving/Sidewalks	g) Fire code compliance
d) Stormwater improvements	h) Equipment expenses

The deadline for completion of Phase I is **January 29, 2021**.

The architect/engineer shall develop a design, with accompanying cost estimates, to provide a 3000 square foot indoor recreation center addition that will include an open space concept and is to be used as a multi-purpose area with estimated dimensions of 75' x 40'.

In addition to the recreation center addition, the grant also includes HVAC installation, new lockers in men's and women's locker rooms, expansion of weight room and cardio room into existing racquetball courts, window installation, steam room renovations and installation of new electrical and flooring.

The project site is located at 200 W. Flessner Ave. in Rantoul, IL. A GIS site map of the proposed project is attached hereto (Appendix B). Consideration of the existing building and surrounding facilities is advised for the purposes of maintaining consistency when conceptualizing exterior facility appearance.

For purposes of the RFP, the Village would prefer a braced steel frame building with concrete masonry unit (CMU) walls (or similar). However, the successful consultant shall also provide a preliminary cost comparison for a steel sided, brace frame building and a flat, bar joist building. A review of all applicable Illinois State Fire Safety Codes and Building Codes must be conducted to identify any, and all, requirements that impact the proposed facility design (i.e. sprinklers, fire drill switch at fire alarm panel, energy compliance). This review shall include a

delineation of cost implications, or prohibitions, if any. The Village is currently on the 2006 ICC codes, other than fire, energy and plumbing.

PARC 14-074 agreement requires all facilities constructed with PARC assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois Accessibility Code Standards, the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130).

The Architect/Engineer must familiarize themselves with this document and prepare their proposal to meet the requirements of this document.

PHASE II: SCOPE OF SERVICES

FORUM FITNESS CENTER RENOVATION & EXPANSION

1. Upon agreement of a conceptual design and probable construction costs, the consultant shall prepare detailed design plan and bidding specifications.
2. The successful consultant shall perform all necessary design, bid specifications and secure approvals for all utilities including, but not limited to, sanitary wastewater disposal, potable water, electrical, telephone, gas, smoke detectors, fire alarm, communications, fire protection, etc.
3. The consultant shall also design and prepare bid specifications for all necessary storm water drainage design in accordance with Village of Rantoul criteria, and generally accepted storm water drainage standards.
4. The successful proponent shall design and prepare bid specifications for a grading plan, which includes building access, landscaping, and pre/ post construction grading elevations with one (1) foot contours.
5. The consultant shall provide and delineate all building set-back dimensions to conform with local zoning requirements; where applicable.
6. The successful consultant shall prepare a site plan, which incorporates items 1-4 above.
7. The successful consultant shall specify, with comments by the Village, a 3000 square foot multi-purpose facility addition. Said building shall be certified by the manufacturer's engineer, with licensure by the State of Illinois Board of Professional Engineers.
8. The successful consultant shall design and prepare bid specifications for all exterior and interior facilities which, include but is not limited to power, lighting, heating and ventilating, bathroom facilities, locker rooms, interior walls, telemetry & communications, room design, foundation, etc. A building floor plan shall be prepared in addition.
9. Upon completion of detailed design plans and specifications, the consultant shall prepare

an updated, pre-bid, detailed estimate of construction costs for the project.

10. Perform up to four (4) borings to determine subsurface geological conditions and soil bearing capacity for the proposed building construction.

PHASE III: BIDDING & CONSTRUCTION ADMINISTRATION

The successful consultant shall provide bidding assistance and construction management services in accordance with the attached Construction Management Scope of Work attached hereto (Appendix C).

Bidding assistance shall include, but not be limited to:

- Attendance at pre-bid conference,
- Development of contract addenda,
- Analysis of bids and preparation of a bid recommendation for construction contract

PHASE IV: RESIDENT INSPECTION

Resident Inspection – Resident inspection services shall be in accordance with the attached scope of services. The fee proposal for this item shall be based upon a per diem rate. Inspectors' names and qualifications shall be specified and related experience noted.

IV. Qualifications

A Statement of Qualifications must be submitted as a part of the respondent's proposal, including a listing of key personnel to be assigned to this project (organizational chart and resumes), relevant experience of the firm and the key personnel, and other pertinent information which identifies the respondent's ability to perform the work listed in Section III "Scope of Work" of this Request for Proposals. A separate list of all intended sub-consultants must also be provided, identifying the tasks for the sub-consultant and the proposed relationship between the respondent and the sub-consultant (i.e. joint venture, straight sub-consultant basis, etc.). Similar qualifications information is to be supplied for each proposed sub-consultant.

V. Submissions of Proposal

Interested parties are to submit three (3) copies of a Technical Proposal addressing, at a minimum, their approach to satisfying the requirements stipulated with Section III "Scope of Work" of this Request for Proposals. Included within the Technical Proposal shall be sufficient information that would identify the Consultant's ability to perform the work within a restricted timetable.

Fee Proposal

The Consultant shall provide a lump sum, fixed fee proposal for each of the following tasks:

- **PHASE I: PRELIMINARY DESIGN & PROBABLE CONSTRUCTION COSTS**
- **PHASE II: SCOPE OF SERVICES**
- **PHASE III: BIDDING & CONSTRUCTION ADMINISTRATION**
- **PHASE IV: RESIDENT INSPECTION**

Said fee compensation for each of the above tasks shall include, but not be limited to, meetings with State and Local officials, transportation, duplication and telemetry service, etc. The Consultant shall also identify other miscellaneous costs for reimbursement, including hourly (or other fixed period) rates and multipliers for all personnel and/or task items, minimum billing increments for same (i.e. hours, half-days, full days, etc.), as well as reimbursable cost policies (i.e. billed at cost, billed at cost plus a fixed percentage, etc.). All rates provided shall remain in effect for six months forward from the date of the proposal submission.

In order to receive consideration by the Village for this project, the Consultant must deliver the required copies of the Proposal **on or before Tuesday, November 24, 2020 by 3:00 p.m.**, to the following location:

Village of Rantoul
c/o Luke Humphrey
333 S. Tanner
Rantoul, IL 61866

Any inquiries and/or questions regarding this Request for Proposals may be directed to Luke Humphrey, Recreation Director at (217) 893-5700 or lhumphrey@myrantoul.com.

VI. Contract

The firm whose detailed proposal is selected for award by the Village shall be required to execute a professional services contract as prepared by the Village.

VII. Schedule

All proponents are advised to review this document during the preparation of his/her statement of qualification and reaffirm what, if any, provisions and/or conditions of the contract are deemed unacceptable to the proponent.

- Phase I deliverables shall be submitted by: **January 29, 2021**
- Phase II deliverables shall be submitted by: **February 26, 2021**
- Phase III deliverables shall be submitted by: **March 1, 2021- September 24, 2021**
- Phase IV deliverables shall be submitted by: **March 1, 2021 – October 31, 2021**

VIII. Selection Criteria

Proposals will be examined and technically evaluated based on the factors presented below. It is the responsibility of the Consultant to provide information, evidence or exhibits that clearly demonstrate the ability to satisfactorily respond to the project requirements and the factors listed below. The Village will select the top ranked firm based on the criteria herein as it may apply to the specific Scope of Work.

1. Company Qualifications and Experience

Specialized experience is required in a series of work areas. Proposals must clearly demonstrate full knowledge, understanding, and experience in the methods, techniques, and guidelines required for the performance of the required work. All elements with this factor are of equal importance. The Consultant must indicate specific experience in the required area of PARC and/or IDNR grants.

2. Performance Record of Firm

Specialized experience of contracting officers on projects with a similar magnitude and complexity must be referenced.

3. Project Understanding

The Consultant must demonstrate a comprehension of the role and function of this contract in meeting the needs of the Village.

4. Cost Evaluation

Cost will be considered as an independent factor from the above evaluation factors. The cost proposal will be evaluated not only to determine whether it is reasonable, but also to determine the Consultant's understanding of the magnitude of the Scope of Work and ability to complete the contract within necessary time constraints.

5. Evaluation Procedure

All proposals will be reviewed and ranked by the Village pursuant to the criteria set forth herein.

PROPOSED PRICING SCHEDULE:

PHASE	Description	Amount
PHASE I	PRELIMINARY DESIGN & PROBABLE CONSTRUCTION COSTS _____Dollars	\$ _____
PHASE II	SCOPE OF SERVICES _____Dollars	\$ _____
PHASE III	BIDDING & CONSTRUCTION ADMINISTRATION _____Dollars	\$ _____
PHASE IV	RESIDENT INSPECTION SERVICES _____Dollars	\$ _____

DATE: _____

SUBMITTED BY : _____
Name of Company

BY: _____
Signature and Title

BUSINESS ADDRESS: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

APPENDIX A

From: Weller, MaryJo <MaryJo.Weller@Illinois.gov>
Sent: Friday, February 28, 2020 9:44 AM
To: Luke Humphrey
Cc: Chuck Smith
Subject: PARC 14-074 Rantoul Village of
Attachments: PARC 14-074 Agreement.pdf

Good morning Luke,
Congrats, attached is a copy of your grant agreement for PARC 14-074 for \$750,000.00. You can start your project now and the grant is ending 1/14/2022 to have your project complete.
If you have any questions please let me know.

Thank You,

Mary Jo Weller

Grant Administrator

Office of Grant Management & Assistance
Dept. of Natural Resources
One Natural Resources Way
Springfield, IL 62702-1272
Phone 217 557-8781
Office hours: Mon – Fri 8:00 to 4:00
Maryjo.weller@illinois.gov

GRANT AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES
AND
Rantoul Village of

The Illinois Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield, IL 62702-1271
and Village of Rantoul (Grantee), with its principal office at 333 S. Tanner Rantoul, IL 61866-9998
and payment address (if different than principal office) at _____
hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 060860350 is Grantee's correct DUNS number, that 37-6000510 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- | | |
|--|---|
| ☐ Individual | ☐ Pharmacy-Non Corporate |
| ☐ Sole Proprietorship | ☐ Pharmacy/Funeral Home/Cemetery Corp. |
| ☐ Partnership | ☐ Tax Exempt |
| ☐ Corporation (includes Not For Profit) | ☐ Limited Liability Company (select applicable tax classification) |
| ☐ Medical Corporation | ☐ P = partnership |
| ☒ Governmental Unit | ☐ C = corporation |
| ☐ Estate or Trust | |

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.

1.2 Amount of Agreement. Grant Funds (check one) ☒ shall not exceed ☐ are estimated to be \$ 750,000.00 of which \$ 0 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A the federal awarding agency is N/A and the Federal Award date is N/A. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 422-11-1165.

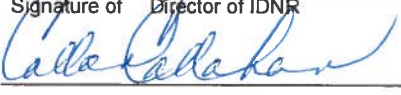
1.4 Term. This contract shall commence upon the last dated signature of the Parties and shall terminate twenty-four (24) months from the date of full execution.

1.5 Certification. 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 shall 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 shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Department of Natural Resources

By: 
Signature of Director of IDNR

By: 
Signature of Designee

Date: 1-15-20

Printed Name: Colleen Callahan

Printed Title: _____

Designee

By: 
Signature of Chief Financial Officer

Date: 1-15-20

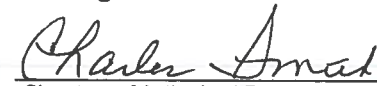
Printed Name: Brad Colantino

By: 
Signature of Chief Counsel

Date: 1/15/2020

Printed Name: Renee Snow

Rantoul Village of

By: 
Signature of Authorized Representative

Date: 12-23-19

Printed Name: CHARLES SMITH

E-mail: CKSMITH@Village.RANTOUL.IL.US

Title: MAYOR

APPROVED FOR EXECUTION

Date: 1/14/20

Legal Counsel: 

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is duly validly existing and in good standing, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4 Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5 Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

3.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Close-out Report" means a report from the Grantee allowing the 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 Part 7000.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"DUNS Number" means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"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 Part 7000.

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

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

"Program" means the services to be provided pursuant to this Agreement.

"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.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

"SAM" means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the state of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

**ARTICLE IV
PAYMENT**

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 the 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 shall 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 Section will be effective upon the date of the written notice unless otherwise indicated.

4.2 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 ILL Admin Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.3 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

4.4 Payments to Third Parties. Grantee agrees that Grantor shall 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.

4.5 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 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 the 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. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6 Interest.

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

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

4.7 Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost 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.

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

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 further expenditure described herein shall be 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 GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall 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. See 2 CFR 200.308.

5.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval 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 shall 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.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. 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.

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 shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees 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(d)

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal 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 the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
- (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 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 shall 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.

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

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5 Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR 200 Appendix VIII.

7.6. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. 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.

7.8 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 ILSCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 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 should 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 entity's organization (Paragraphs 7.4 through 7.7).

(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 G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall 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 grant, 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 should 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 Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained 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.** Records of expenditures must be maintained 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 shall 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.

7.9 **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

7.10 **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).

7.11 **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications.** Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications 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 (30 ILCS 500/50-5).

(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 1961 (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, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and 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 them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **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), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** 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 shall 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 it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **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.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order 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.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **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.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **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 shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent 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. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5 and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or federal funds, 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 II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall 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, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly 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. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any 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.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with 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.

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

11.6 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 shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 Records Retention. Grantee shall 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 200.333, unless a different retention period is specified in 2 CFR 200.333, or 44 Ill. Admin. Code 7000.430(a) and (b). 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.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336; and 44 Ill. Admin. Code 7000.430(e), shall 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, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit.

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 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 shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO OR PART THREE**.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343, 44 Ill. Admin. Code 7000.440(a)

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3 Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Reports must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Reports must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Consolidated Year-End Financial Reports.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall 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 of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and, in the format, required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328, and 44 Ill. Admin. Code 7000.430(a), periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the

report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343, 44 Ill. Admin. Code 7000.440(b)(1).

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including 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 if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. 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.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

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

15.2 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 \$750,000 or more 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, AU-C 265 communications and the consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, 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 G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends in excess of \$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, 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 shall 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 Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 15.2(b) and 15.2(c)(i-III) but is required to have a financial statement audit conducted base 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) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.3 "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 \$750,000 or more in Federal Awards (direct federal and federal pass-through awards), from all sources, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit Federal programs with Federal Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total Federal 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) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards and state Awards singularly or in any combination, from all sources, Grantee must follow all of the audit requirements in Paragraphs 15.2(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 is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.4 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by 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 Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents

15.5 Delinquent Reports. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI TERMINATION; SUSPENSION

16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. 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 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(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 Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 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 determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Non-compliance. If Grantee fails to comply with 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 200.207. 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 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80, 7000.260.

16.4 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 of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code 7000.80, 7000.260.

16.5 Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination and shall 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:

(i) Grantor expressly authorizes them in the notice of suspension or termination;

and

(ii) 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. 2 CFR 200.342.

16.6 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant 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 sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3 Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.01 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds.

ARTICLE XVIII NOTICE OF CHANGE

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall 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).

18.2 Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX REORGANIZATION AND BOARD MEMBERSHIP

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees 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 agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or management makeup (for example, a merger or a corporate restructuring), and will provide any and 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. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI CONFLICT OF INTEREST

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person (1) currently holding an elective office in this state including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 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 which cost was supported by Grant Funds. Any waiver from such compliance must be granted by both 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 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4 Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose, Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment tot Grantor or a third party for any reason including without limitation If Grantor terminates the Award or grantee no longer conducts Award activities, The Grantee shall 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.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1 Publications, Announcements, etc. 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 Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such

23.2 Prior Notification/Release of Information. Grantee agrees to 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 to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1 Purchase and Maintenance of Insurance. Grantee shall 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**.

24.2 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 shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS AND INDEMNIFICATION

25.1 Independent Contractor. Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with Grantor or the state of Illinois by virtue of this Agreement. Grantee will 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 will be required to 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 shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Indemnification. To the extent permitted by law, Grantee agrees to 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 will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *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.

ARTICLE XXVI MISCELLANEOUS

26.1 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 Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

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

26.5 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.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of Grantor to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may rely for the purpose of denial of such a right or remedy to Grantor.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be 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.

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

- 26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.
- 26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall 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)).
- 26.12 Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.
- 26.13 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 shall control. 30 ILCS 708/80.
- 26.14 Headings. Article 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.
- 26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.
- 26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be 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 Portable Document Format (PDF) document shall be deemed original for all purposes.
- 26.17 Attorney Fees and Costs. 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, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.
- 26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the 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 XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

Forum Fitness Center Renovation and Expansion

The Park and Recreational Facility Construction Grant Program (PARC) provides for grants to be disbursed by the Illinois Department of Natural Resources (DNR) to eligible local governments for park and recreation unit construction projects. The program was created by Public Act 096-0820, effective November 18, 2009. IDNR is authorized to award grants for park or recreation unit construction projects with funds appropriated from the Build Illinois Bond Fund.

Project includes construct 3,000 sq ft group fitness/playroom addition completely finished and equipped. Project consist of demo walls in cardio room and weight room to expand square footage, install drop ceilings in 2 current racquetball courts, install new flooring in weight/cardio rooms, install new electrical in cardio room, install 36" x 78" windows, replace lights in gym/locker rooms, new locker's women's/men's locker room, women's/men's steam room renovation and install new HVAC in locker rooms.

EXHIBIT B**DELIVERABLES OR MILESTONES**

This grant is funded through the Build Illinois Bond Fund. It is funded 75% through state funding and 25% by the project sponsor (Grantee). Local governments defined as "disadvantaged" in the administrative rule shall be eligible for up to 90% funding assistance, provided that no more than 10% of the amount so appropriated in any fiscal year is made available for such governments.

The Implementation and Billing Requirement Packet is incorporated into this Exhibit B1 as a separate attachment (labeled Exhibit B1).

Project billings shall be submitted to at project completion unless otherwise approved by IDNR.

Deliverables/Milestones will be the completed project components as presented in the original application (attachment labeled Exhibit B2*) or an approved project scope change. They will be reported as directed in the Implementation and Billing Packet (Exhibit B1).

If the approved PARC project includes the use of Force Account labor, the Grantee shall ensure that any audits required will include an internal control evaluation and opinion on the grantee's time and attendance allocation system. In addition, if the grantee uses materials purchased by means of a Central Procurement System and allocates a portion of those materials to the project (Force Account material claim), the audit must include testing and reporting on the allocation system used for tracking material use.

The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and expenditure of the grant funds related thereto, if the grant amount is over \$25,000.00 (30 ILCS 705/4(b)(2)). The grantee must submit status reports on the first day of the next existing quarterly schedule (Jan, April, July & Oct) beginning with the quarter immediately following the project effective date.

The Grantee shall be responsible for developing the project site in general accordance with the site development plan approved by IDNR and attached hereto as part of Grantee's Application. Grantee shall make all development plans and specifications available for review by IDNR upon request.

It is agreed and understood by the Grantee that an IDNR representative shall have access to the project site to make periodic inspections as work progresses. It is further agreed and understood by the Grantee that IDNR reserves the right to inspect the completed project prior to project acceptance and grant reimbursement to the Grantee.

The Grants Manual, a copy of which the IDNR [or Department or Grantor] previously provided to the Grantee, is hereby incorporated herein by reference and made a material and binding part of this Agreement. The undersigned acknowledges that he or she (1) has reviewed the Grants Manual and (2) agrees to comply with same. MS (initials of undersigned).

*Exhibit B2 also includes the approved project budget

EXHIBIT C

PAYMENT

Grantee shall receive up to \$ 750,000.00 under this Agreement.

1. A project shall be deemed completed for grant payment when the Grantee submits a development project billing form seeking grant reimbursement which is approved for payment by IDNR. Failure by the Grantee to submit required billing forms and substantiating documentation within a one (1) year period following the project expiration date will result in the Grantee forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of IDNR.
2. Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the PARC Grant Program, as set out in 17 Ill. Adm. Code 3070.50 et seq.
3. Payment to the Grantee will be made as reimbursement for eligible expenses following submission to IDNR of a certified billing request listing all funds expended, and including any other documentation required by the administrative rules (see 17 IL ADC 3070.70).
4. Only costs incurred during the specified project period dates indicated on this Agreement and necessary to complete the approved project components are eligible for grant reimbursement payment. Project costs for which reimbursement is sought cannot be incurred by the project applicant prior to grant approval notification. Costs incurred prior to Department approval are ineligible for grant assistance with the exception of architectural and engineering fees. For acquisition projects, costs are considered incurred when a property deed, lease or other conveyance is accepted by the local sponsor or first payment is made on the project property or to an escrow account for the property. Development project costs are considered incurred on the date construction contracts are signed or actual physical work begins on the project site or project materials are delivered. 17 Ill. Adm. Code 3070.50.
5. Except for reimbursement grants where this does not apply, all funds advanced to the Grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant agreement, shall be returned to the State within 45 days (30 ILCS 705/4(b)(5)).
6. Upon project completion, Grantee must submit a certified project billing request listing and verifying all funds expended on the project for which grant reimbursement is sought, as well as required billing documentation, as follows (17 Ill. Adm. Code 3070.70):
 - a) Acquisition Project: Proof of good faith negotiations or fair market value offer to land seller, copy of property deed and title insurance policy (Judgment Order in case of condemnation) showing ownership transferred to the local Grantee, and copies of canceled checks showing proof of payment to seller.
 - b) Development Projects: Copy of construction as-built drawings (no larger than 11" x 17") and verification of actual project costs.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Mary Jo Weller

Title: Conservation Grant Administrator

Address: One Natural Resources Way, Springfield, IL 62702-1271

Phone: (217) 557-8781

TTY#: _____

Fax#: (217) 558-4192

E-mail Address: maryjo.weller@illinois.gov

GRANTEE CONTACT

Name: Luke Humphrey

Title: Recreation Director

Address: 333 S. Tanner Rantoul, IL. 61866-9998

Phone: 217 893-5701

TTY#: _____

Fax#: 217 893-5730

E-mail Address: lhumphrey@myroul.com

Additional Information:

Name: _____

Title: _____

Address: _____

Phone: _____

TTY#: _____

Fax#: _____

E-mail Address: _____

EXHIBIT E

PERFORMANCE MEASURES

Following all methods and standards as required by state and federal laws and regulations, this project will make recreation available to members of the general public by accomplishing the following items:

Construction of 3,000 sq. ft group fitness/playroom addition completely finished and equipped
Demo walls in cardio room and weight room to expand square footage,
Install drop ceilings in 2 current racquetball courts,
Install new flooring in weight/cardio rooms,
Install new electrical in cardio room,
Install 36" x 78" windows,
Replace lights in gym/locker rooms,
New locker's women's/men's locker room
Women's/men's steam room renovation
Install new HVAC in locker rooms

EXHIBIT F

PERFORMANCE STANDARDS

Completion of this project will allow citizens of Champaign County and others from the general populous recreational opportunities by providing community members in Rantoul, IL a project that includes construction of 3,000 sq. ft Forum Fitness Center, fitness/playroom addition completely finished and equipped.

Timely completion of this project will satisfy the requirements of the IDNR.

EXHIBIT G

SPECIFIC CONDITIONS

ANY CONDITIONS FROM Internal Control Questionnaire (ICQ) OR Programmatic Risk Assessment (PRA) MUST BE LISTED HERE.

N/A

PART TWO – THE GRANTOR-SPECIFIC TERMS

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

1. Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder and may result in debarment for two grant cycles. 30 ILCS §705/6.

2. This Agreement shall further the objective of the Park and Recreational Facility Construction Grant Program ("PARC"), which is to provide grant assistance to projects that will reflect the useful life of existing facilities and improvements, address public health and safety needs, correct accessibility deficiencies, and reflect outdoor recreation needs and priorities identified through the Department's Statewide Comprehensive Outdoor Recreation Plan (SCORP) Program. 30 ILCS §764/10-20.

3. The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of IDNR per the terms of this Agreement is cause for suspension and/or termination of all obligations of IDNR under this Agreement.

4. Environmental and Cultural Resource Compliance: Approved grant project construction shall not commence and no payment shall be made under this grant until the Grantee, as set forth under IDNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with IDNR as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 et seq.; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.

5. The sponsoring agency must permanently post a PARC grant acknowledgment sign at the project site entrance. The acknowledgement shall incorporate the following language:
"PARK AND RECREATIONAL FACILITY CONSTRUCTION GRANT PROGRAM"
ILLINOIS DEPARTMENT OF NATURAL RESOURCES

6. Any property acquired or developed through assistance from the Illinois PARC grant program must be open to the public for indoor/outdoor recreation use without regard to race or color, creed, national origin, sex or disability. 17 Ill. Adm. Code 3070.70.

7. All development projects receiving grant assistance shall be bound by the terms of this program for a period of 20 years. All properties acquired with PARC assistance are required to have a covenant placed on the deed at the time of recording that stipulates the property must be used, in perpetuity, solely for indoor/outdoor recreation purposes and cannot be sold or exchanged, in whole or part, to another party without approval from the Department. 17 Ill. Adm. Code 3070.70

8. No significant deviations from the approved Agreement (development plan) or control of property interests in the project site shall be made without prior written approval from IDNR. Specific actions regarded as significant deviations, although not inclusive, are as follows:

a. The granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Project Sponsor to another individual, group, agency, or entity.

b. Any significant modification to the approved project site plan or usage OR the change, alteration or disposition of the project site to other than public recreation uses unless otherwise approved in this Agreement or by the DNR.

9. Grantee may enter into a contract or agreement with responsible concessionaires to operate and/or construct facilities for dispersing food to the public and/or any other services as may be desired by the public and the sponsoring agency for enjoyable and convenient use of the PARC assisted site. Any and all concession revenue in excess of the costs of operation and maintenance of the PARC lands and/or facilities shall be used for the improvement of those lands or facilities or similar nearby public facilities. All sub-leases or licenses entered into by the sponsoring agency with third persons relating to accommodations or concessions to be provided for or at the PARC facility for benefit of the public shall be submitted to the Department, upon request, for its approval prior to the sublease or license being entered into or granted by the sponsoring agency. 17 Ill. Adm. Code 3070.70.

10. For projects receiving development assistance, the sponsoring agency must possess either fee simple title or other means of legal control and tenure (easement, lease, etc.) over the property being improved for a period of 20 years. The Department will consider, on a case-by-case basis, lease arrangements for shorter periods when State statute prohibits a unit of local government from entering into such a long-term agreement, or other circumstances beyond the control of the unit of local government prohibit such arrangements. The sponsor must also adhere to applicable local bidding and procurement requirements and make available to the Department, upon request, all working plans, specifications, contract documents and cost estimates for review prior to commencing work. The format for any advertisement or prospectus soliciting and inviting bids, indicating submission deadlines, must also be presented, upon request, to the Department for review prior to publication. 17 Ill. Adm. Code 3070.70.

11. Operation and Maintenance: all lands and facilities assisted with PARC funds shall be continuously operated and maintained by Grantee in a safe and attractive manner at no cost to the Department and be operated and utilized in such a manner as to maximize the intended benefits to the public. The Department shall have access to PARC assisted facilities at all times for inspection purposes to ensure the project sponsor's continued compliance with this Part. 17 Ill. Adm. Code 3070.70.

12. Property acquired or developed with PARC funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior Department approval. Approval for property conversion will be granted only if the project sponsor substitutes replacement property of at least equal fair market value and comparable outdoor recreation usefulness, quality and location. 17 Ill. Adm. Code 3070.70.

Compliance with the Illinois Works Jobs Program Act. Grantee acknowledges that it is required to comply with all applicable requirements of the Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq,) ("the Act") for Awards made for public works projects defined in the Act.

PART THREE – THE PROJECT-SPECIFIC TERMS

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

1. IDNR and the Grantee agree to perform this Agreement in accordance with the PARC Grant Program (30 ILCS §764/10-1 et seq.); with the rules promulgated pursuant to that Act (17 Ill. Adm. Code 3070.10 et seq.); and, with the terms, promises, conditions, plans, specifications, maps, and assurances contained in the approved Project Application, each of which is hereby incorporated by reference and made a part of this Agreement.
2. The agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et seq.).
3. The Grantee agrees to complete the project in accordance with all applicable federal, state and local laws, ordinances and regulations.
4. In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all permits, licenses, or forms of consent required to complete the project. Failure to obtain any required permit or approval may jeopardize grant reimbursement and/or cause debarment.
5. Grantee will complete project construction in accordance with all laws of the State of Illinois governing purchases and procurement by the local Grantee.
6. Conflict of Interests (17 Ill. Adm. Code 3070.70):
 - a. No official or employee of the local political subdivision who is authorized in his or her official capacity to negotiate, make, accept, or approve or to take part in decisions regarding a contract or subcontract in connection with an approved PARC grant project shall have any financial or other personal interest in any such contract or subcontract.
 - b. No person performing services for the local political subdivision in connection with an approved PARC grant project shall have a financial or other personal interest other than his or her employment or retention by the local political subdivision in any contract or subcontract in connection with an approved PARC grant project. No officer or employee of such person retained by the local political subdivision shall have any financial or other personal interest in any real property acquired under an approved PARC grant project unless that interest is openly disclosed upon the public records of the local political subdivision and the officer, employee or person has not participated in the acquisition for or on behalf of the local political subdivision.
7. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. No course of dealing or failure of IDNR to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
8. No assignment of grant provisions or duties is allowed.
9. This Agreement, including the project application by reference, any attachments, and the General Provisions and Certifications attached hereto, constitutes the entirety of the grant agreement between the Grantee and IDNR and supersedes all other agreements, whether written or oral, and may not be amended or modified except by a written instrument executed by both parties.

10. This Agreement shall be governed by and construed only in accordance with the laws of the State of Illinois. Any liability of IDNR under this Agreement shall be limited to the amount of the grant. Any dispute relating to this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 et seq.).

11. All facilities constructed with PARC assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois Accessibility Code Standards, the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130).

12. The sponsoring agency must observe and comply with the provisions of the Prevailing Wage Act (820 ILCS 130/4), which apply to the wages of laborers, mechanics and other workers employed in any public works, and with the prevailing wage requirements of the Illinois Procurement Code (30 ILCS 500/25-60) (see 17 Ill. Adm. Code 3070.70(k)).

13. Grantee agrees to comply with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/) and the equal employment practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) (see 30 ILCS 105/45).

14. Intellectual Property

a. All intellectual property ("IP") rights (including copyright, patent, and any other rights) in materials arising out of or resulting from Grantee's use of the grant funds or any earning thereon (the "Public Materials"), including by way of example but not as limitation, any posters and promotional materials, photographs, maps, drawings, charts, reports, brochures, blueprints, website pages, and source code, shall be owned by Grantee unless Grantee materially breaches the terms of this Agreement.

b. To ensure that the Public Materials are widely and generally available to the public who has paid for their production, Grantee hereby grants to IDNR a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide, sublicensable license to use, copy, or publish the Public Materials by any means or media in connection with any activity of IDNR.

c. Grantee shall provide to all employees and agents of Grantee who might otherwise be entitled to claim any authorship or ownership or IP interest in such Public Materials (including but not limited to architects, photographers, graphic designers, web designers, sculptors, and contractors) a copy of this clause and shall obtain such employees' and agents' acknowledgment and agreement (1) that any employee or non-employee's contributions to any such Public Materials shall be considered Grantee property and/or works for hire, and (2) that to the extent that the Public Materials are not so considered, that all such contributors assign their rights therein, whether under patent, copyright, trade secret, or trademark law, and including moral rights, in perpetuity or for the longest period otherwise permitted by law, to Grantee such that Grantee can effectively grant the above-described license. Grantee shall allow IDNR full access to the project site and materials, both during the grant term and after completion, for documentation, inspection, publicity, photography, promotion, or similar purposes.

15. Financial Records and Audit Requirements

a. The Grantee shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement and shall make them available to IDNR and the State of Illinois, Auditor General or Attorney General, for auditing at reasonable times. Failure by the Grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

b. Grantees receiving a cumulative total of \$500,000 or more in PARC assistance in a given year are required to have an agency-wide annual financial and compliance audit conducted, as is generally required by 1) state law (65 ILCS 5/8-8-1 et seq. or 55 ILCS 5/6-31001 et seq.) or 2) by the Grantee's own governing body, as applicable. A copy of the audit must be provided to IDNR, upon request, OR if any findings (irregularities) involving the PARC grant are reported in the audit.

c. All required audits must be conducted by an independent certified public accountant, licensed by the State of Illinois, and must be performed in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA). The Grantee shall be responsible for procuring all required audits in accordance with its normal procurement rules, providing that these rules promote open competitive procurement.

d. The Grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by IDNR or its representative, the Grantee shall be responsible for repayment of such costs.

PARK AND RECREATIONAL FACILITY CONSTRUCTION

GRANT PROGRAM

DEVELOPMENT PROJECT

IMPLEMENTATION AND BILLING REQUIREMENTS

IL Dept. Of Natural Resources
Division of Grant Administration
One Natural Resources Way
Springfield, IL 62702-1271
Tele: 217/782-7481
Fax: 217/782-9599

IMPLEMENTATION & BILLING PACKET-PARC

17F

REVISED 11/18/2019

DEVELOPMENT PROJECT COMPLIANCE INSTRUCTIONS AND BILLING PACKET INFORMATION

In this packet, you will find necessary information and instructions to properly implement an approved development project involving the Park and Recreational Facility Construction Grant Program (PARC) from the Illinois Department of Natural Resources (DNR). **PLEASE READ THOROUGHLY!** Failure to comply with these instructions can jeopardize grant reimbursement.

GENERAL

- 1) To maintain eligibility for grant reimbursement, the local project sponsor must satisfactorily complete ALL approved project components as specified in the approved project application and the signed Project Agreement. Any changes (additions or deletions) to the project scope must be approved by DNR in order to maintain overall eligibility for grant reimbursement. Any Change Order +/- \$10,000 not approved by IDNR will not be eligible for grant reimbursement (see page 4, #6).
- 2) Unless otherwise approved by DNR, the local agency shall retain the services of a registered professional architect and/or engineer to make necessary field surveys, prepare detailed plans and specifications, and contract agreements; furnish necessary field supervision of the project construction; and provide other services that may be necessary for the proper design and construction of the approved project. These professional services shall be obtained pursuant to the Local Government Professional Services Selection Act (50 ILCS 510/1 et seq.)
- 3) In-house engineering and administration, force account labor and force account materials are **NOT** reimbursable under the PARC grant program.
- 4) As a reminder, no other state or federal funds may be used as match for a PARC grant.
- 5) For all development projects, the local sponsor must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts. DNR may request documentation from the local agency to verify compliance with applicable state statutes.
- 6) All PARC-assisted facilities must be designed and constructed to accommodate full accessibility as per the Illinois Accessibility Code standards and the "Americans with Disabilities Act" Accessibility Guidelines (ADAAG).
- 7) The approved PARC development project must be completed AND all project costs for which reimbursement is expected **must be incurred no later than the expiration date specified on the signed Project Agreement, unless otherwise approved by Illinois DNR Grant staff.** Failure to have approved project components completed by the specified project expiration date could jeopardize approved grant reimbursement on the project.
- 8) All development projects receiving grant assistance shall be bound by the terms of the PARC Grant Program for a period of 20 years.
- 9) The maximum allowable claim for hired "contracted" Architectural/Engineering (A/E) services used for proper project design and construction supervision/administration of an approved PARC development project shall be based upon the following percentages of actual PARC-assisted construction costs:

15.25% Initial analysis, design & bid work, on site construction supervision and final project close-out work

- 10) In connection with and prior to the construction, and thereafter the subsequent operation and maintenance of the PARC-assisted facilities, the Local Agency agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, from, but not limited to, the following agencies. **(Failure to do so can jeopardize grant reimbursement.)**
- U.S. Department of the Army, Corps of Engineers.
 - IL Dept. of Transportation (Division of Highways).
 - IL Environmental Protection Agency
- For development sites that are one (1) acre or more, a "Storm Water Pollution Prevention Control Plan" and a permit are required from IEPA. Contact (217) 782-0610.
- IL Dept. of Natural Resources regarding "Interagency Wetlands Policy Act" (20 ILCS 830); "State Endangered Species Act" (520 ILCS 10/11); cultural resource impacts (20 ILCS 34/20, *coordinated with the IL Historic Preservation Agency*); and through the Office of Water Resources at IDNR, impacts to state waterways (615 ILCS 5/5).
 - IL Dept. of Public Health (Campground Licensing & Recreational Area Act, 210 ILCS 95/1).
 - Local Building or Zoning Agencies or Boards, where applicable.
- 11) Status of project progress should be reported to the DNR Grant Administrator assigned to the project **each January 1, April 1, July 1, and October 1** throughout the duration of project implementation (i.e., until the project's FINAL billing is submitted to the Illinois DNR). The enclosed "project status report" form is provided for your convenience. **Failure to submit a status report may result in forfeiture of reimbursement.**
-
- 12) Please contact the DNR Grants staff for assistance at 217/782-7481 if you have any questions as you proceed with project implementation regarding program requirements.

SPECIAL CONDITIONS FOR POOL PROJECTS

The local project sponsor must provide evidence that the Pool Manager and/or Assistant Pool Manager has attended a Certified Pool/Spa Operators course once every five years for the duration of the agreement.

The local project sponsor will provide a copy of the letter from the Illinois Department of Public Health authorizing the sponsor to renovate/construct the sponsor's swimming pool prior to commencement of the project. Upon completion of the project the sponsor will also submit to IDNR a copy of the IDPH license to operate the facility prior to receiving grant reimbursement.

ACCESSIBILITY SPECIFICATIONS GUIDE

All facilities constructed with State PARC assistance must be developed and designed to accommodate full accessibility standards as per the Illinois Accessibility Code (April, 1997) and the "Americans with Disabilities Act" Accessibility Guidelines (ADAAG).

Although the Illinois Accessibility Code standards do not address specific criteria for accessibility involving all recreational facilities, there is a reference to "Recreational Facilities" on Pg. 87 of the Code. A copy of the Illinois Accessibility Code may be obtained by calling 217/782-2864 (Springfield) or 312/814-6000 (Chicago).

To supplement this information, the U. S. Architectural and Transportation Barriers Compliance Board pursuant to ADA has developed final guidelines for recreation facilities and outdoor developed areas. Copies of the guidelines can be obtained by writing to: *Access Board, Recreation Report, 1331 "F" Street, N.W., Suite 1000, Washington, D.C. 2004-1111. Tele: 202/272-5434 or 800/514-0301 or contact their web site at www.access-board.gov.*

OPEN COMPETITIVE BIDDING

- 1) EXCEPT as noted below in items #2 - #6, all open competitive bidding for PARC projects shall be done in accordance with the local agency's statutory requirements governing public procurement.
- 2) **Language similar to the following should appear in all bid advertisements relative to the approved PARC grant project:**

This project is being financed, in part, with funds from the Illinois Department of Natural Resources, "Park and Recreational Facility Construction Grant Program" (PARC) grant program.
- 3) **The local sponsor shall encourage 1) "minority" business firms to submit bids on the approved project and 2) successful contract bidders to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction. This stipulation should be noted in all bid solicitation notices.**
- 4) Contract award(s) shall be made to the lowest responsible bidder whose bid properly addresses and complies with the invitation, and is most advantageous to the local sponsor; price and other factors considered. (Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid.) Justification for acceptance of a no-bid contract or awarding of contracts to other than the lowest bidder **is subject to Illinois DNR approval.**
- 5) The bid proposal forms should be structured for flexibility. This can usually be done most effectively with add/deduct alternates and bidding the work by specific/distinct work elements.

The instructions to bidders in the bid specifications should clearly indicate what constitutes a valid bid and how the contract/bid will be awarded (lowest responsible/qualified bidder for all work items versus individual work items; base bid and selected bid alternates versus base bid separate from bid alternates, etc.). It should also specify whether substitutes will be accepted and if scope of individual work elements can be modified.

In general, the *Instructions and General Conditions* section of the Bid Specifications should, at a minimum, address the following items:

- . Bid Opening Date
- . Number of days Bid must be held
- . Bid, Performance and Payment Bond/Security Requirements (*)
- . Contractor Insurance Requirements
- . Completion date and if liquidated damages occur for late completion
- . Terms of Payment to Contractor
- . Schedule of quantities/material list and Unit Costs
- . If Bid is for material or product supply, do not specify specific name brand WITHOUT also accepting "or approved equal". Also, specifications for a particular product or material being bid cannot be written in such detail so as to prevent an open and competitive bidding situation.

Bid specifications must include the requirement that contractors and subcontractors pay State Prevailing wages. For the specific requirements, review the Prevailing Wage Act (820 ILCS 130/0.01-12).

In addition, 50% of the labor hours on the project must be performed by actual residents of the State of Illinois. Article 80 of the FY 10 Budget Implementation (Capital) Act, P.A. 96-37 (HB 2424.)

(*) Bonding requirements for all public works projects in Illinois are stipulated in the "Public Construction Bond Act" (30 ILCS 550/1 et.seq.) which states that every contractor on a public works project must provide to the satisfaction of the public agency *good and sufficient bond with adequate sureties to guarantee construction performance and payment of materials and labor used in such work.*

REMEMBER, the approved PARC grant project must be completed by the date specified in the Project Agreement. The local agency should ensure that all bidders are aware of the expected completion date by specifying the expected project construction start date and completion date in the bid specifications package.

- 6) In certain instances, conditions may arise after work has begun that are beyond the control of the local agency and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders. **If the change order involves 1) the total deletion of an identified project component, 2) the addition of a new component for which reimbursement will be sought or 3) exceeds \$10,000 in value, the local agency must receive Illinois DNR approval in order to ensure grant eligibility is maintained.** *For change orders in excess of \$10,000 (pursuant to Section 33E-9 of the Criminal Code of 1961, as amended) written assurance MUST BE provided to the Illinois DNR by the local agency that such a change order was not reasonably foreseen at the time of initial construction contract execution.*

BILLING REQUIREMENTS

- 1) Billing requests for grant reimbursement will be processed at the 50% and 100% completion levels. Only costs incurred during the specified "project period" indicated on the Project Agreement and necessary to complete approved project components are eligible for grant reimbursement.
- 2) The following documentation is required for project billings at 50% and 100%:
 - A) Completed "Development Project Billing Form" containing original signatures. (form enclosed)
 - B) Completed "Project Performance Report". (form enclosed)
 - C) Agreed Upon Procedures Report from CPA firm (including applicable schedules-see Attachment B on page 7). Costs claimed on the "Development Project Billing Form" must be reviewed and attested to by an independent CPA⁽¹⁾ in accordance with the *Statement on Standards for Attestation Engagements* as established by the American Institute of Certified Public Accountants. The independent Attestation will be based on the "Agreed Upon Procedures" developed by DNR and identified on Attachment A.

NOTE: The cost of having the independent attestation of the Project Billing conducted is considered an eligible project cost and may be claimed for grant reimbursement. Submit invoice from accounting firm and proof of payment.

(1) It is recommended that the CPA firm that conducts the Grantee's regular agency-wide audit be used for this purpose

In addition to the documents listed above, the following documentation is required for the 100% project billing:

- D) One photo of a sign acknowledging PARC grant assistance posted at the project site. Sign fabrication is the responsibility of the project sponsor. The acknowledgement shall incorporate the following language:

*"PARK AND RECREATIONAL FACILITY CONSTRUCTION GRANT PROGRAM"
ILLINOIS DEPARTMENT OF NATURAL RESOURCES*

- E) One copy of record (as-built) drawings (**drawings must be no larger than 11 X 17**). Drawings should be marked "as-built" and must be signed by the project manager or local official.

BILLING REQUIREMENTS CONTINUED

Information the Project Sponsor (grantee) will need to provide the CPA (auditor) in order to have the independent Billing Attestation efficiently completed according to the established "Agreed Upon Procedures":

Copy of the signed Project Agreement and any amendments executed thereto;

A "spread sheet or schedule" of all professional services (A/E) contracts and **publicly bid** construction contracts and associated contract change orders (if applicable) issued pursuant to the approved PARC project for which grant reimbursement is claimed.

The schedule should list the following: contractor or A/E firm name, project element completed by contract, contract amount and, if applicable, an itemized listing of any contract changes orders.
(See Attachment B for example);

Proof of bid advertisement for all publicly bid construction contracts;

Copy of "Bid Tabulation" for each publicly bid construction contract;

(If applicable) Justification for, and proof of Board action and IDNR approval, approving the awarding of any project construction contract to someone other than a low bidder;

A "Schedule of Project Expenditures" incurred pursuant to the approved PARC grant project for which grant reimbursement is claimed. **The schedule shall list, at a minimum, information shown in the example on Attachment B.** *The "schedule/spread sheet" must contain a "certification statement" signed by the Grantee's chief fiscal officer and chief administrator / elected officer attesting to the accuracy of the information;*

Copy of applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts.

“Agreed Upon Procedures” for PARC Project Billing Attestation

Costs claimed for PARC grant reimbursement on the Development Cost Summary Statement (Development Project Billing Form) must be attested to by an independent CPA licensed in the State of Illinois. The attestation shall be completed in general accordance with the Statement on Standards for Attestation Engagements as established by the American Institute of Certified Public Accountants and based on the following “Agreed Upon Procedures” developed by the Illinois Department of Natural Resources.

Recommended “Agreed Upon Procedures” for attesting to the eligibility of the costs claimed on the *Development Project Billing Form* signed and attested to by the local project sponsor (grantee):

- Based on both 1) the “Schedule of Professional Services (A/E) and publicly bid Project Contracts” and 2) the “Schedule of Project Expenditures” provided by the local project sponsor (grantee) as supporting documentation for the *Development Project Billing Form*, perform the following procedures and provide a report detailing the results. **The report should include copies of the aforementioned schedules and the signed *Development Billing Form* provided by the local project sponsor (grantee).**
 - A. Verify that all contracts listed on the schedule were for work germane to the scope of the approved PARC project as described on the signed Project Agreement and any amendments thereto, and, with the exception of project professional services (A/E) contracts, were executed after the project start date indicated on the signed Project Agreement. Identify and report any exceptions.
 - B. With the exception of Professional Services (A/E) contracts, verify that the local project sponsor (grantee) has complied with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts. Identify and report any exceptions.
 - C. Verify that all publicly bid construction contracts executed for the project were awarded to the low bidder. Identify and report any exceptions and attach written justification from local project sponsor (grantee) for their awarding any contract to someone other than the low bidder.
 - D. Verify that all change orders to the construction contracts are germane to the approved PARC project scope and that any change orders of \$10,000 or more were approved by DNR. Identify and report any noted exceptions and attach a copy of any change order noted as an exception.
 - E. Sample a minimum of 25% of the project expenditures listed on the “Schedule of Expenditures” (sample shall represent at least 50% of total project expenditure value) and trace to the local project sponsor’s accounting record system and verify the costs are germane to the project scope and, with the exception of project professional services (A/E fees), were incurred during the project period specified on the signed Project Agreement. Identify and report any noted exceptions.
 - F. Verify that “Prevailing Wage” language was included in any/all construction contract(s). Identify and report any exceptions.
 - G. Verify that local matching dollars for the project did not include federal or other state funds.

ATTACHMENT B

1. Schedule of Professional Services (A/E) and Publicly Bid Project Contracts *[SAMPLE FORMAT]*

Grant Project #: _____

Firm Name	Project Element	Base Contract Amt	C. O. # and Amt	Total
John Doe & Associates	A/E services	\$181,500.00		\$181,500.00
Acme Paving Co.	Parking lot paving	\$98,500.00	#1 - \$11,500.00	
			#2 - \$3,100.00	\$113,100.00
ABC Construction Co.	Recreation Center construction	\$2,379,000.00	#1 - 27,800.00	
			#2 - 8,530.00	
			#3 - \$39,900.00	
			#4 - \$1,800.00	
			#5 - \$2,300.00	\$2,459,330.00
Springdale Co.	Outdoor Sitework	\$44,200.00	#1 - \$1,200.00	\$ 45,400.00
TOTAL				\$2,799,330.00

2. Schedule of Project Expenditures (Grant Project #: _____) *[SAMPLE FORMAT]*

Vendor/Contractor Name	Project Element	Invoice Date and Number	Invoice Amount	Payment Check #	Amount	Amount Claimed for Grant Reimbursement

I hereby certify that the costs shown on this "Schedule of Project Expenditures" are true and correct and based on actual expenditures by the Project Sponsor for the referenced PARC project; that grant reimbursement/payment from the State of Illinois has not been received for these costs; and that the costs are in accordance with provisions of the Illinois PARC grant program (17 IL Adm Code 3070).

(Name & Title)

(Signature of Chief Administrator/Elected Official)

ATTESTED BY: _____
(Signature of local agency's chief fiscal officer)

RECORD RETENTION / AUDIT REQUIREMENTS

A. Record Retention

As stipulated in the General Provisions of the grant Project Agreement, the local project sponsor (grantee) must maintain, for a minimum **three (3) year** period following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the Illinois DNR and/or the State of Illinois, Auditor General, and the Attorney General for auditing at reasonable times. Failure by the grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

B. Audit Requirements

Local agencies receiving a cumulative total of \$500,000 or more in state PARC assistance in a given year are required to have an agency-wide annual financial and compliance audit conducted as is generally required by 1) state law (65 ILCS 5/8-8-1 et seq. Or 55 ILCS 5/6-31001 et seq.) 2) by the grantee's own governing body, as applicable. A copy of the audit must be provided to DNR, upon request, OR if any findings (irregularities) involving the PARC grant are reported in the audit.

The audit must be conducted by an independent public accountant, certified and licensed by authority of the State of Illinois and conducted in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA, 1985) Procurement of the necessary audit(s) is the responsibility of the local agency and can follow established local procurement procedures, provided those procedure promotes an open and competitive environment.

C. Audit Resolution

The grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by the Illinois DNR or its representative, the grantee shall be responsible for repayment of such costs.

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES
PARK AND RECREATIONAL FACILITY CONSTRUCTION GRANT PROGRAM

DEVELOPMENT PROJECT BILLING FORM

Project #: _____ Project Billing #: _____

Project Sponsor: _____

Project Title: _____ F.E.I.N./T.I.N. ____ - _____

DEVELOPMENT COSTS SUMMARY STATEMENT

Cost Category	Expenditures
Construction Costs (Bid Contracts)	
Architectural/Engineering Fees	
Other (Specify)	
CPA Attestation Fee, if applicable (attach copy of invoice & proof of payment)	
TOTAL	
Less Local Agency Share	
Amount Claimed for Grant Reimbursement	

I hereby certify that this Billing is correct and just and based upon actual payment(s) of record by the participant local political subdivision; that payment from the State of Illinois has not been received for these costs; and that the completed work and services or purchases are in accordance with provisions of the Park and Recreational Facility Construction Grant Program (17IL Adm. Code 3070 pursuant to 30 ILCS 764/1 et. seq.) and the signed Project Agreement, including amendments thereto, with the Illinois Department of Natural Resources.

BY: _____
(Signature)

NAME: _____

TITLE: _____

DATE: _____
(Document must be attested to by
the local agency's fiscal officer)

AGENCY: _____

ATTESTED BY: _____

TITLE: _____



STATE OF ILLINOIS PERIODIC PERFORMANCE REPORT

Periodic Performance Report (PPR) Instructions

The Periodic Performance Report (PPR) is a standard, uniform statewide performance progress reporting format used by all state agencies to collect performance information from recipients of state grant awards. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the Grant Agreement (UGA), all grant awards are subject to periodic performance reporting.

General instructions for completing the PPR are contained below. **PLEASE READ ALL INSTRUCTIONS BEFORE COMPLETING THE PPR.** Please contact the state agency's points of contact specified in the "State Agency Contacts" section of your UGA if additional support is needed completing the PPR.

If the UGA specifies an alternative file or external database for grant performance reporting, the grantee should mark the shaded box in the PPR accordingly. In the *File Name or Database Source* field, enter the name of the alternative file or database utilized. The grantee is not required to complete Sections 14 - 22 if the information is provided in an alternative format specified in the UGA.

Report Submission

1. The grantee must submit the PPR cover page and any forms required by the awarding state agency as specified in the UGA.
2. The PPR must be submitted to the attention of the state agency's points of contact specified in the "State Agency Contacts" section of your UGA in accordance with the requirements established in the award document.
3. If additional space is needed to support the PPR, supplemental pages should be attached. As indicated on the PPR, responses to Sections 14 - 22 may be provided in a separate format. If additional pages are provided, the pages should be numbered and must reference:
 - a. Grant number
 - b. Grantee organization
 - c. DUNS number
 - d. FEIN
 - e. Period covered by the PPR

Reporting Requirements

1. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the UGA, all grant awards are required to submit a PPR in accordance with the terms established in the UGA.
2. The frequency of the PPR is specified in the Notice of Funding Opportunity (NOFO) and the UGA. The PPR must be submitted within the specified time frames. A submittal will be considered "late" if it is more than 15 calendar days past the due date or the date specified by the State agency's JCAR Rules (including approved extensions.)
3. Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports." If the report of more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>.)
4. A final PPR shall be required at the completion of the grant award. For final PPRs, the reporting period end date shall be the end date of the project / grant period.



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

Section	Data Element	Section Instruction for PPR
1	Grantee Name (per UGA)	Enter the name of the grantee exactly as stated in the UGA.
2	Grant Number	Enter the number assigned by the awarding state agency; Grant Number specified in the UGA.
3	Grantee DUNS	Enter the grantee's Dun and Bradstreet number.
4	CSFA Number	Enter the number assigned to the program through the Catalog of State Financial Assistance.
5	Grantee FEIN	Enter the grantee's Federal Employer Identification Number provided by the Internal Revenue Service.
6	Program Name (per UGA)	Enter the program name exactly as stated in the UGA.
7	CFDA Number(s)	Enter the Catalog of Federal Domestic Assistance (CFDA) number(s) as stated in the UGA. If the program is funded by more than one CFDA, list each CFDA number.
8	State Agency (Grantor)	Enter the name of the state agency awarding the grant as identified in the UGA.
9	Agreement Period	Enter the agreement period established in the Grant Agreement. This may span multiple years, based on the terms of the UGA.
10	Report Period End Date	Enter the ending date of the reporting period. The reporting periods are specified in the UGA.
11	Final Report?	Mark appropriate box. Check "yes" only if this is the final or last PPR for the Agreement Period specified in Section 9.
12	Report Frequency	Select the appropriate term corresponding to the requirements specified in the UGA. "Other" may be used when a different reporting schedule is required due to Specific Conditions. State the frequency as state in the UGA Specific Conditions.
13	Prepared Date:	Enter date the PPR was prepared by the grantee.
Responses to Sections 14 - 22 may be provided in a separate format. All grantees must complete Section 23.		
14	Deliverable (if applicable)	List all high-level deliverables required under the current, approved UGA. Enter one Deliverable per row. - Examples of Deliverables could include: - o Provide IT training - o Purchase equipment - o Hire contractors - o Conduct workshop - o Submit document As delineated in the UGA, "Deliverables" are not "Performance Measures." Performance Measures are addressed in Section 18 - 22. Grantees are not required to report on deliverables that were due and <u>completed</u> in prior reporting periods.
15	Due Date	Per the current, approved UGA, enter the Due Date for the corresponding Deliverable. This date may fall outside the time frame of the current PPR.
16	Date Completed	Enter the date the Deliverable task was completed. If the task has not yet been completed, leave this cell blank.



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

Section	Data Element	Section Instruction for PPR
17	<i>Deliverable Explanation</i>	Briefly explain progress towards meeting the Deliverable to inform the awarding agency of challenges and successes. If additional space is needed, attach a supporting narrative. A description of the challenges and plans for overcome must be provided if: - Deliverable was completed after the Due Date, - Deliverable is not completed and the Due Date has passed, or - Grantee anticipates the Deliverable will not be completed by a future Due Date. If the grantee is on pace to complete a Deliverable that comes due after the reporting period, the grantee should, at a minimum, enter "On schedule" in Section 17.
18	<i>Performance Measures</i>	Enter all Performance Measures required in Exhibit E of under the <u>current, approved</u> UGA. Enter one Performance Measure per row.
19	<i>Performance Standard/Frequency</i>	Based on the <u>current, approved</u> UGA, enter the Performance Standard (or target) for the corresponding Performance Measure and the reporting frequency (annual/quarterly/monthly/etc.) based on Exhibit F of the Grant Agreement. - Examples of Performance Standards/Frequency could include: - o 1,000 Persons Trained/quarter - o \$250,000 capital leveraged/year - o 500 Patients Rehabilitated/month If the Performance Standard fluctuates over time per the UGA, the Standard listed should apply to the specific report period.
20	<i>Results/Accomplishments in Reporting Period</i>	Based on the <u>current, approved</u> UGA, enter the actual results for the corresponding Performance Measure for the specific report period.
21	<i>Required (R) or Inform Only (IO)</i>	Based on the <u>current, approved</u> UGA, indicate whether the performance standard in Section 19 is a grant "requirement." - Enter "R" if meeting or exceeding the Performance Standard is necessary to satisfy grant terms. Failure to meet the Standard may indicate that the grantee in not in compliance. - Enter "IO" if the data is collected for programmatic or assessment purposes. Failure to meet an "IO" Performance Standard may not imply that the grantee is out of compliance.
22	<i>Performance Explanation - Award to Date</i>	Mark the appropriate check box based on whether or not ALL performance accomplishments are on schedule with performance standards. Section 22 is not limited to the reporting period. Responses are <u>award to date</u>. If any performance measure results / accomplishments (Section 20) are below the required standards (Section 19), an explanation must be provided to inform the awarding agency about the deviation. Consider internal and external factors that impact performance. Attach a supporting narrative if additional space is needed. Grantees are <i>encouraged</i> to highlight factors that enable grant performance to exceed performance standards.



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

Section	Data Element	Section Instructions for PPR
All grantees must complete Section 23.		
23	<i>Performance Accomplishment Correlated to Reported Expenses</i>	Federal Uniform Guidance requires periodic reporting to correlate performance and expenses within a report period. Correlation reporting focuses on the degree to which expended resources are effectively achieving anticipated outcomes. Determine if grant performance (service / outcomes) is on schedule with the anticipated timing of incurred grant expenditures / earnings per the terms of the UGA. Mark the appropriate box. Per the UGA, the award may have services / outcomes that occur at a different time than the expense. The award may be on schedule because it is expected that expenses and services / outcomes occur at different intervals. Grantees must provide an explanation if grant performance to-date does not correlate to the timing of incurred expenses / earnings per UGA terms. Attach a supporting narrative if additional space is needed. Grantees are <i>encouraged</i> to inform the awarding agency if internal or external factors are causing a better than anticipated correlation.
Grantee Certification / State Agency Acceptance		
<i>Grantee Certification</i>		
Federal Uniform Guidance (2 CFR 200.415) requires an authorized grantee representative certify the accuracy of the information provided in the PPR.		
24	<i>Name and Title of Authorized Individual from Grantee Organization</i>	Enter the name and title of the grantee representative certifying the PPR. This individual must be authorized to represent the grantee in this capacity.
25	<i>Phone Number</i>	Enter the phone number of the grantee representative certifying the PPR.
26	<i>Email Address</i>	Enter the email address of the grantee representative certifying the PPR.
27	<i>Name and Title of State Agency PPR Approver</i>	Enter the name and title of the state agency representative authorized to approve the PPR.
28	<i>Date Received</i>	Enter the date the state agency representative received the PPR.
29	<i>Date Approved</i>	Enter the date the state agency representative approves the PPR.



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

Report Transmittal

1. Grantee Name (per UGA):		2. Grant Number:	3. Grantee DUNS:
		4. CSFA Number:	5. Grantee FEIN:
6. Program Name (per UGA):		7. CFDA Number(s):	
8. State Agency (Grantor):			
9. Agreement Period:		10. Report Period End Date:	
Start Date (Month/Day/Year):	End Date (Month/Day/Year):	(Month/Day/Year):	
11. Final Report?		12. Report Frequency:	
☐ Yes	☐ Monthly	☐ Quarterly	13. Prepared Date:
☐ No	☐ Semi-annually	☐ Other (specify):	
Responses to Sections 14 - 22 may be provided in a separate format. All grantees must complete Section 23.			
☐ Alternative file or database used.			
File Name or Database Source:			
Alternative formats are not allowed. Please complete all fields for 14-17 below, entering N/A for items that are not applicable.			
14. Deliverable (if applicable): (Separate line for each based on UGA)	15. Due Date (based on UGA)	16. Date Completed	17. Deliverable Explanation:
Archaeological survey submitted (Include only if required by CERP form. If not required, enter N/A in 17. Deliverable Explanation)			
Wetland development plans submitted (Include only if required by CERP form)			
Anticipated Bid Advertisement Date set (Include date in 17. Deliverable Explanation)			
			Add - Delete
			ADD
			DEL
			ADD
			DEL
			ADD
			DEL



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

14. Deliverable (if applicable): (Separate line for each based on UGA)	15. Due Date (based on UGA)	16. Date Completed	17. Deliverable Explanation:	Add - Delete
Construction permitting in progress (Describe what permits are still needed and their status in 17. Deliverable Explanation)				ADD DEL
All necessary construction permits secured				ADD DEL
Playground plans submitted to DNR for review and approval (if applicable)				ADD DEL
Form FA DOC-1 submitted to DNR (Required if Force Account Labor is being used)				ADD DEL
Draft Bid Documents completed and include compliance requirement that contractors pay State Prevailing Wage (Prevailing Wage Act 820 ILCS 130/0.01-12)				ADD DEL
Project put out to bid				ADD DEL
Project bids received, contractor selection in progress (Include anticipated construction start and end dates in 17. Deliverable Explanation)				ADD DEL
Project under construction (Include percent complete in 17. Deliverable Explanation. Please use only the following percentages: <25%, 25%, 50%, 75%, 90%, 100%)				ADD DEL
Project construction complete (Include anticipated final billing submittal date in 17. Deliverable Explanation)				ADD DEL
18. Performance Measures: (Separate line for each based on UGA Exhibit E)	19. Performance Standard- Frequency (Based on UGA Exhibit F)	20. Results - Accomplishments in Reporting Period	21. Required (R) or Inform Only (IO)	Add - Delete
Recreational Amenities completed	Final Report only		IO	ADD DEL



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

22. Performance Explanation - Award to Date:		Add - Delete
☐ All performance accomplishments are on schedule with performance standards. ☐ Not all performance accomplishments are on schedule with performance standards. Explanation(s) required below: (Separate lines as appropriate.)		
		ADD DEL
23. Performance Accomplishments Correlated to Reported Expenses:		Add - Delete
☐ Performance is consistent with grant-to-date expected services and expenditures/earnings. ☐ Performance is not consistent with grant-to-date expected services and expenditures/earnings. Explanation(s) required below: (Separate lines as appropriate.)		
		ADD DEL

GRANTEE CERTIFICATION (2 CFR 200.415)	
By signing [authorizing] this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the [related] expenditures, disbursements, cash receipts and reported performance are for the purposes and objectives set forth in the terms and conditions of the award. 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).	
24. Name and Title of Authorized Individual from Grantee Organization:	25. Phone Number
	26. Email Address:
STATE AGENCY USE ONLY	
27. Name and Title of State Agency PPR Approver:	28. Date Received:
	28. Date Approved:



STATE OF ILLINOIS PERIODIC FINANCIAL REPORT

Periodic Financial Report (PFR) Instructions

The Periodic Financial Report (PFR) is a standard, uniform statewide financial reporting format used by all state agencies to collect financial information from recipients of state grant awards. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the Uniform Grant Agreement (UGA), all grant awards are subject to periodic financial reporting.

General instructions for completing the PFR are contained below. **PLEASE READ ALL INSTRUCTIONS BEFORE COMPLETING THE PFR.** Please contact the state agency's point of contact specified in the "State Agency Contacts" section of your UGA if additional support is needed completing the PFR.

Report Submission

1. The grantee must submit the PFR and any forms required by the awarding state agency as specified in the UGA. State awarding agencies have discretion to add to or supplement the PFR as necessary.
2. The PFR must be submitted to the attention of the state agency's points of contact specified in the "State Agency Contacts" section of your UGA in accordance with the requirements established in the award document.

Reporting Requirements

1. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the UGA, all grant awards are required to submit a PFR in accordance with the terms established in the UGA.
2. The Category / Program Expenses or line items of the PFR template should correspond to the current, approved grant budget. All program-specific line items included in the approved budget should be included in the PFR.
3. Use "N/A" for Not Applicable if a data field in Sections (a) through (w) is not relevant to the grant agreement (e.g., Program Income). Terms of the UGA dictate if a field is relevant.
4. The frequency of the PFR is specified in the Notice of Funding Opportunity (NOFO) and the UGA. The PFR must be submitted within the specified time frames. A submittal will be considered "late" if it is more than 15 calendar days past the due date or the date specified by the State agency's JCAR Rules (including approved extensions.)
5. Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports." If the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>.)
6. A final PFR shall be required at the completion of the grant term. For final PFRs, the reporting period end date shall be the end date of the project / grant award.
7. A separate consolidated year-end financial report traced to the organization's financial statement is also required. The Consolidated Year-end Financial Report is inclusive of all State of Illinois funding received by the grantee organization. A separate reporting template and instructions are provided for consolidated year-end reporting.



STATE OF ILLINOIS
PERIODIC FINANCIAL REPORT

Section	Data Element	Section Instruction for PFR
	State Agency/Grantor	State Awarding Agency Name.
(a)	Grantee Name	Enter the name of the grantee as exactly stated in the UGA.
(b)	Grant Number	Number assigned by the state awarding agency to the grant award and specified in the UGA.
(c)	CSFA	Number assigned through the Catalog of State Financial Assistance.
(d)	CFDA(s)	Enter the Catalog of Federal Domestic Assistance (CFDA) number(s) as stated in the UGA. If the program is funded by more than one CFDA, list each CFDA number.
(e)	Appropriation Number(s) (State Agency Use Only)	(For State Agency Use Only) Enter the 16 digit State Appropriation code(s) that fund the grant.
(f)	FEIN Number	Enter the grantee's Federal Employer Identification Number provided by the Internal Revenue Service.
(g)	DUNS	Enter the grantee's Dun and Bradstreet number.
(h)	Program Name and/or Code	Enter the program name and / or code exactly stated in the UGA.
(i)	Date Prepared	Enter date PFR was developed and submitted by the grantee to the awarding state agency.
(j)	Agreement Period	Indicate the start and end date established in the UGA. This may span multiple years, based on the terms of the UGA.
(k)	Report Period	Enter the start and ending date of the reporting period. The reporting frequency is specified in the UGA.
(l)	Final Report for Award Period	Mark the box to identify this PFR is the final report required for the Agreement Period specified in Section (j).
(m)	No changes from prior reporting period and/or No new expenses	Mark the box if there are no changes from the prior reporting period and/or no new expenses.
(n)	Indirect Cost Rate	Enter the Indirect Cost Rate percentage (%) as accepted by your State Cognizant Agency for indirect cost reimbursement on this particular award. (Example: 10%) - If no indirect cost reimbursement is requested please enter 0%
(o)	Approved Indirect Cost Rate Base	Enter the Indirect Cost Base description as accepted by your State Cognizant Agency for indirect cost reimbursement on this particular award. (Example: Modified Total Direct Costs - MTDC) - If no indirect cost reimbursement is requested please enter N/A.
(p)	Program Restrictions	Based on the UGA, select "Yes" or "No" to indicate if there are funding-related program restrictions that will be monitored.
(q)	List of Restrictions	Specify the program restriction(s) if Section (p) was marked "Yes".
(r)	Mandatory Match %	If the UGA includes a mandatory match, select "Yes" and identify percentage in the field provided. If the UGA does not include a mandatory match, select "No".
(s)	Specify Match	Specify the match percentage if Section (r) was marked "Yes".



STATE OF ILLINOIS
PERIODIC FINANCIAL REPORT

Section	Data Element	Section Instruction for PFR
(t)	Program Income (Award to Date)	Enter the cumulative amount of grant program income earned to date including current reporting period. Apply agency policy if required to include program income under budget to actual reporting.
(u)	Program Income (In current reporting period)	Enter the amount of grant program income earned during the current reporting period.
(v)	Interest Earned (Award to Date)	Enter the cumulative amount of grant interest earned to date including current reporting period.
(w)	Interest Earned (In current reporting period)	Enter the amount of grant interest earned during the current reporting period.
(x)	Category / Program Expenses	Enter all current and approved line items as exactly stated within the current, approved grant budget. All program expenses must align with specified line items.
(y)	Current Approved Budget (Enter this item first for every Category/Program Expense)	
	Approved Budget	Enter the most current, approved budget amount for each program expense line item.
	Remaining Balance Available	AUTO CALCULATED: Approved Budget for the line item minus Post Adjustment Grant Expenses (Award to Date)
	Expend %	AUTO CALCULATED: Post Adjustment Grant Expenses (Award to Date) divided by Approved Budget for the line item.
(z)	Grant Expenditures	
	Current Period Grant Expense	Enter the amount of expenditures for each line item being reported as expenditures for this award during the period identified in Section (k).
	Prior Approved Grant Expenses	Enter the amount of expenses by line item reported and approved for this line item prior to this reporting period.
	Grant Expense Adjustment	Enter any adjustments / corrections needed to restate expenditures reported in a prior period.
	Post Adjustment Grant Expenses (Award to Date)	AUTO CALCULATED: Sum of Current Period Grant Expenses, Prior Approved Grant Expenses and Adjustments.
(aa)	Current Period Match	Enter amount of cash and in-kind contributions to the grant program for the current reporting period's match requirements. See 2 CFR 200.306.
	Cash	Enter amount of cash contributed to the grant program for the current reporting period.
	In-Kind	Enter value of non-cash contributions to the grant program for the current reporting period.
	Total	AUTO CALCULATED: Total of Cash and In-kind contributions to the grant program in the current reporting period.
(bb)	Total Match (Award to Date)	Enter prior reporting period Total match based on the Previous PFR (Prior Award to Date) plus Total of Current Period Match for the grant program.
(cc)	Total Direct Expenses	AUTO CALCULATED: Sum of the line entries in each column for section (y), (z), (aa) and (bb).
(dd)	Indirect Costs	Enter computed indirect costs based on Sections (n) and (o).
(ee)	Total Expenditures	AUTO CALCULATED: Total Direct Expenses plus Indirect Costs.



STATE OF ILLINOIS
PERIODIC FINANCIAL REPORT

Section	Data Element	Section Instruction for PFR (continued)
	Grantee Certification (2 CFR 200.415)	Federal Uniform Guidance (2 CFR 200.415) requires an authorized grantee representative to certify the accuracy of the information provided in the PFR
(ff)	Name and Title of Authorized Grantee Representative	Enter the name and title of the grantee representative certifying the PFR. This individual must be authorized to represent the grantee in this capacity.
(gg)	Date Submitted	Enter the date the Authorized Grantee Representative submitted the PFR.
(hh)	Email	Enter the email address of the Authorized Grantee Representative certifying the PFR.
(ii)	Telephone Number	Enter the phone number of the Authorized Grantee Representative certifying the PFR.
(jj)	Name and Title of State Agency Authorized Individual	State agency representative authorized to review and approve PFR.
(kk)	Date Received	Date the state agency representative received the submitted PFR.
(ll)	Date Approved	Date the state agency representative authorized approves the PFR.



STATE OF ILLINOIS
PERIODIC FINANCIAL REPORT

(a) Grantee Name		(b) Grant Number	(c) CSFA	(d) CFDA(s)	(e) Appropriation Number(s) (State Agency Use Only)	
(f) FEIN Number	(g) DUNS	(h) Program Name and/or Code			(i) Date Prepared	
(j) Agreement Period thru		(k) Report Period July 1 or Start Date thru June 30	(l) Final Report for Award Period	(m) No changes from prior reporting period and/or No new expenses		
(n) Indirect Cost Rate:		% (o) Approved Indirect Cost Base:				
(p) Program Restrictions:		Yes ☐ No ☐	(q) List of Restrictions:			
(r) Mandatory Match %:		Yes ☐ No ☐	(s) Specify Match:			
(t) Program Income (Award to Date)		(u) Program Income (In current reporting period)	(v) Interest earned (Award to Date)	(w) Interest earned (In current reporting period)		
\$0.00		\$0.00				

(x) Category/Program Expenses	(y) Current Approved Budget			(z) Grant Expenditures				(aa) Current Period Match			(bb) Total Match (Award to Date)	Add/ Delete Row
	Approved Budget	Remaining Balance Available	Expend %	Current Period Grant Expense	Prior Approved Grant Expenses	Grant Expense Adjustment	Post- Adjustment Grant Expenses (award to date)	Cash	In-kind	Total		
For July 1 status reports only, dollar amount of incurred cost from July 1 of previous year to present. Incurred costs represent actual payment made by the grantee that have not yet been billed to the State. If you received advance payment, don't include the amount of the advance payment and/or grantee's match of the advance payment.			0.00									ADD DEL
(cc) TOTAL DIRECT EXPENSES			0.00									
(dd) Indirect Costs			0.00									
(cc) TOTAL EXPENDITURES			0.00									



STATE OF ILLINOIS
PERIODIC FINANCIAL REPORT

GRANTEE CERTIFICATION (2CFR 200.415)

By signing [authorizing] this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the [related] expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. 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).

(ff) Name and Title of Authorized Grantee Representative:

(gg) Date Submitted:

(hh) E-mail:

(ii) Telephone Number:

STATE AGENCY USE ONLY

(jj) Name and Title of State Agency Individual Authorized to Approve Report:

(kk) Date Received:

(ll) Date Approved:



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of Natural Resources

Organization Name: Village of Rantoul

Notice of Funding
Opportunity (NOFO) Number: 2014PARC

Data Universal Number System (DUNS) Number (enter numbers only): 060860350

Catalog of State Financial Assistance (CSFA) Number: 422-11-1165

CSFA Short Description: PARC Grant Program

Section A: State of Illinois Funds

Fiscal Year: 01/01/2019

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	750,000.00
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	69,000.00
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Service)	200.459	\$	54,500.00
8. Construction		\$	626,500.00
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	750,000.00
17. Total Indirect Costs	200.414	\$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	750,000.00

Instructions
found at end of
document.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of Rantoul

NOFO Number: 2014PARC

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

- ☐ 1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

☐ 2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

☐ 2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

☐ 3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.]. **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

☐ 4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or

☐ complies with other statutory policies.

The Restricted Indirect Cost Rate is: _____ %

☒ 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: _____ To: _____

Approving Federal or State Agency: _____

Indirect Cost Rate: _____ % The Distribution Base Is: _____

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State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of Rantoul		NOFO Number: 2014PARC	
Section B: Non-State of Illinois Funds		Fiscal Year: 01/01/2019	
REVENUES			Total Revenue
Grantee Match Requirement %: 10 (Agency to Populate)			
b) Cash		\$	100,000.00
c) Non-Cash		\$	
d) other Funding and Contributions		\$	
Total Non-State Funds (lined b through d)		\$	100,000.00
Budget Expenditure Categories		OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salaries and Wages)		200.430	\$
2. Fringe Benefits		200.431	\$
3. Travel		200.474	\$
4. Equipment		200.439	\$
5. Supplies		200.94	\$
6. Contractual Services and Subawards		200.318 & 200.92	\$
7. Consultant (Professional Services)		200.459	\$
8. Construction			\$
9. Occupancy (Rent and Utilities)		200.465	\$
10. Research and Development (R&D)		200.87	\$
11. Telecommunications			\$
12. Training and Education		200.472	\$
13. Direct Administrative Costs		200.413 (c)	\$
14. Miscellaneous Costs			\$
15. A. Grant Exclusive Line Item(s)			\$
15. B. Grant Exclusive Line Item(s)			\$
16. Total Direct Costs (add lines 1-15)		200.413	\$
17. Total indirect Costs		200.414	\$
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17)		\$	100,000.00
MUST EQUAL REVENUE TOTALS ABOVE			



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of Rantoul	NOFO Number: 2014PARC
Data Universal Number System (DUNS) Number (enter numbers only) : 060860350	Fiscal Year: 01/01/2019
Catalog of State Financial Assistance (CSFA) Number: 422-11-1165	CSFA Short Description: PARC Grant Program

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Village of Rantoul	Village of Rantoul
Institution/Organization Name:	Institution/Organization Name:
Pat Chamberlin	Charles Smith
Title (Chief Financial Officer or equivalent):	Title (Executive Director or equivalent):
Pat Chamberlin	Charles Smith
Printed Name (Chief Financial Officer or equivalent):	Printed Name (Executive Director or equivalent):
Signature (Chief Financial Officer or equivalent):	Signature (Executive Director or equivalent):
12-4-18	12-4-18
Date of Execution (Chief Financial Officer):	Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.
4-digit extension if applicable:

Sub-recipient DUNS: N/A		Sub-recipient Parent Company DUNS:	
Sub-recipient Name:			
Sub-recipient DBA Name:			
Sub-recipient Street Address:			
City:	State:	Zip-Code:	Congressional District:
Sub-recipient Principal Place of Performance:			
City:	State:	Zip-Code:	Congressional District:
Contract Number (if known):	Award Amount:	Project Period: From:	Project Period: To:

State of Illinois Awarding Agency and Project Detail Description:

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes ☐ If Yes, must answer Q2 below. No ☐ If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes ☐ If Yes, must provide the data. Please fill out the rest of this form. No ☐ If No, you must provide the data. Please fill out the rest of this form.

Please provide names and total compensation of the top five officials:

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:

GOMBGATU-3002-(R-02-17)



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

1). Personnel (Salaries and Wages) (2 CFR 200.430)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
N/A			Hourly	%			Add Delete
State Total							
				%			Add Delete
NON-State Total							
Total Personnel							
Personnel Narrative (State):							
Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")							



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

2). Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
N/A			%		Add Delete
			State Total		
			%		Add Delete
			Non-State Total		
			Total Fringe Benefits		
Fringe Benefits Narrative (State):					
Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")					



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

3). Travel (2 CFR 200.474)

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
N/A							Add Delete
State Total							
							Add Delete
NON-State Total							
Total Travel							
Travel Narrative (State):							
Travel Narrative (Non-State): (i.e.e "Match" of "Other Funding)							



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

4). Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows	
				Add	Delete
Replace lights in gym/locker rooms	1	\$20,000.00	\$20,000.00		
Install new HVAC in locker rooms	1	\$49,000.00	\$49,000.00		
		State Total	\$69,000.00		
New Lockers Women's/Mens Locker Room	1	\$75,500.00	\$75,500.00		
		Non-State Total	\$75,500.00		
		Total Equipment	\$144,500.00		

Equipment Narrative (State):

The procurement method will follow the policy of the Village of Rantoul.

Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")

The procurement method will follow the policy of the Village of Rantoul.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

5). Supplies (2 CFR 200.94)

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows
N/A				Add
				Delete
		State Total		
				Add
				Delete
		Non-State Total		
		Total Supplies		
Supplies Narrative (State):				
Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")				



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows	
		Add	Delete
State Total			
CPA Report Cost			
	\$1,000.00	Add	Delete
	\$1,000.00		
Total Contractual Services	\$1,000.00		
Contractual Services Narrative (State):			
Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")			
CPA Compliance/Reimbursement Report Cost			



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.
Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant—Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
Engineering	Survey, bidding, construction services and oversight	\$51,500.00	Flat	1	\$51,500.00	Add Delete
Archaeological Survey	Survey	\$3,000.00	Flat	1	\$3,000.00	Add Delete
State Total					\$54,500.00	
Engineering	Construction	\$23,500.00	Flat	1	\$23,500.00	Add Delete
NON-State Total					\$23,500.00	
Total Consultant Services (Fees)					\$78,000.00	

Consultant Services Narrative (State):

Archaeological Survey, Engineering survey, bidding, construction services and oversight

Consultant Services Narrative (Non-State):

Engineering survey, bidding, construction services and oversight

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add Delete
State Total							
							Add Delete
NON-State Total							
Total Consultant Expenses							

Consultant Expenses Narrative (State):



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
Construct 3,000 sq ft group fitness/playroom addition	New construction ~ \$150 s/f	\$500,000.00	Add Delete
Expand s/f of cardio/weight room into racquetball court	Demo walls in cardio room and weight room	\$9,200.00	Add Delete
Match ceiling height of existing cardio/weight room	Install drop ceilings in 2 current racquetball courts	\$24,000.00	Add Delete
Match flooring of existing cardio/weight room	Install new flooring in weight/cardio rooms	\$6,000.00	Add Delete
Serve new cardio equipment	Install new electrical in cardio room	\$12,500.00	Add Delete
Provide natural light to current building with no windows	Install 36"x78" windows	\$8,800.00	Add Delete
Women's/Men's Steam room renovation	Tear out and replace with new material	\$66,000.00	Add Delete
	State Total	\$626,500.00	
			Add Delete
	Non-State Total		
	Total Construction	\$626,500.00	

Construction Narrative (State):

With grant approval, design engineer will be hired for the construction process.

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
N/A						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Occupancy - Rent and Utilities						
Occupancy - Rent and Utilities Narrative (State):						
Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

10). Research & Development (R&D) (2 CFR 200.87)

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
N/A			Add Delete
	State Total		
			Add Delete
	Non-State Total		
	Total Research and Development		
Research and Development Narrative (State):			
Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")			



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
N/A						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Telecommunications						
Telecommunications Narrative (State):						
Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

12). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
N/A						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Training and Education						
Training and Education Narrative (State):						
Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

13). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add Delete
State Total							
				%			Add Delete
NON-State Total							
Total Direct Administrative Costs							
Direct Administrative Costs Narrative (State):							
Outside CPA reporting costs							
Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")							



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g.. Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
N/A						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Other or Miscellaneous Costs						
Other or Miscellaneous Costs Narrative (State):						
Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description:

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
N/A						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Grant Exclusive Line Item						
Grant Exclusive Line Item Narrative (State):						
Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")						
Add New Grant Exclusive Line Item	Delete Grant Exclusive Line Item					



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

16). Indirect Cost (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
				Add
				Delete
		State Total		
				Add
				Delete
		Non-State Total		
		Total Indirect Costs		
Indirect Costs Narrative (State):				
Indirect Costs Narrative (Non-State):				



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Budget Narrative Summary—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment	\$69,000.00	\$75,500.00	\$144,500.00
5. Supplies			
6. Contractual Services		\$1,000.00	\$1,000.00
7. Consultant (Professional Services)	\$54,500.00	\$23,500.00	\$78,000.00
8. Construction	\$626,500.00		\$626,500.00
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
	State Request		
		\$750,000.00	
	Non-State Amount		
		\$100,000.00	
TOTAL PROJECT COSTS			\$850,000.00



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: Village of Rantoul Notice of Funding Opportunity (NOFO) Number: 2014PARC
Data Universal Number System (DUNS) Number (enter numbers only) : 060860350
Catalog of State Financial Assistance (CSFA) Number: 422-11-1165 CSFA Short Description: PARC Grant Program
Fiscal Year(s): _____

Initial Budget Request Amount: _____
Prior Written Approval for Expense Line Item: _____
Statutory Limits or Restrictions: _____
Checklist: _____

Final Budget Amount Approved: _____

Program Approval Name	_____	Program Approval Signature	_____	Date	_____
Fiscal & Administrative Approval Name	_____	Fiscal & Administrative Approval Signature	_____	Date	_____

Budget Revision Approved: _____					
Program Approval Name	_____	Program Approval Signature	_____	Date	_____
Fiscal & Administrative Approval Name	_____	Fiscal & Administrative Approval Signature	_____	Date	_____

\$200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

GOMBGATU-3002-(R-02-17)

PARC 14-074

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Agency Completed Section

1. Type of Submission: Pre-application ☐ Application ☒ Change/Corrected Application ☐
2. Type of Application: New ☒ Continuation (i.e. multiple year grant) ☐ Revision (modification to initial application) ☐
3. Completed by State Agency upon Receipt of Application

RECEIVED

Date Received by State: _____ Time Received by State: _____

DEC 10 2018

4. Name of the Awarding State Agency: Illinois Department of Natural Resources *Dept. of Natural Resources*
5. Catalog of State Financial Assistance (CSFA) Number: 422-11-1165 *Grant Management & Assistance*
6. CSFA Title: PARC

Catalog of Federal Domestic Assistance (CFDA)

☒ Not Applicable

7. CFDA Number: _____
8. CFDA Title: _____
9. CFDA Number: _____
10. CFDA Title: _____

Funding Opportunity Information

11. Funding Opportunity Number: 2014PARC
12. Funding Opportunity Title: Park and Recreational Facility Construction
13. Funding Opportunity Program Field: _____

Funding Opportunity Information

☒ Not Applicable

14. Competition Identification Number: _____
15. Competition Identification Title: _____

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Applicant Completed Section

Applicant Information

16. Legal Name (Name used for Data Universal Number System (DUNS) registration and grantee pre-qualification):

Village of Rantoul

17. Common Name (Doing Business As-DBA): Village of Rantoul

18. Employer/Taxpayer Identification Number (EIN, TIN): 37-6000510

19. Organizational Data Universal Number System (DUNS) Number: 060860350

20. Federal System for Award Management Commercial And Government Entity Code (SAM Cage Code): 0CWK8

21. Business Address:

Street: 333 S. Tanner

City: Rantoul State: IL County: Champaign Zip+4: 61866-9998

Applicant's Organization Unit

22. Department Name: Recreation Department

23. Division Name: Forum Fitness Center

Applicant's Name and Contact Information for Person to be Contacted for Program Matters involving this Application

24. First Name: Luke 25. Last Name: Humphrey 26. Suffix: Mr.

27. Title: Recreation Director

28. Organizational Affiliation: Village of Rantoul

29. Telephone Number: 217-893-5701 30. Fax Number: 217-893-5730

31. E-mail Address: lhumphrey@myrantoul.com

Applicant's Name and Contact Information for Person to be Contacted for Business/Administrative Office Matters involving this Application

32. First Name: Pat 33. Last Name: Chamberlin 34. Suffix: Mrs.

35. Title: Comptroller

36. Organizational Affiliation: Village of Rantoul

37. Telephone Number: 217-892-6850 38. Fax Number: 217-892-6870

39. E-mail Address: pchamber@myrantoul.com

Areas Affected

40. Areas Affected by the Project (cities, counties, state-wide):

Village of Rantoul, Champaign County, State of Illinois

41. Legislative and Congressional Districts of Applicant:

Representative District 104 Senate District 52 Congressional District 15

42. Legislative and Congressional Districts of Program/Project:

Representative District 104 Senate District 52 Congressional District 15

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Applicant's Project

43. Description Title of Applicant's Project (Text only for the Title of the Applicant's Project):

Forum Fintess Center Renovation and Expansion

44. Proposed Project Term:

Start Date: May 1, 2019

End Date: April 30, 2020

45. Estimated Funding (include all that apply):

☒ Amount Requested from the State:	<u>\$750,000.00</u>
☒ Applicant Contribution (e.g., in kind, matching):	<u>\$100,000.00</u>
☐ Local Contribution:	<u></u>
☐ Other Source of Contribution:	<u></u>
☐ Program Income:	<u></u>

Applicant Certification:

By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 218, Section 1001)

(*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity.

☒ I Agree

Authorized Representative

46. First Name: Charles 47. Last Name: Smith 48. Suffix: Mr.

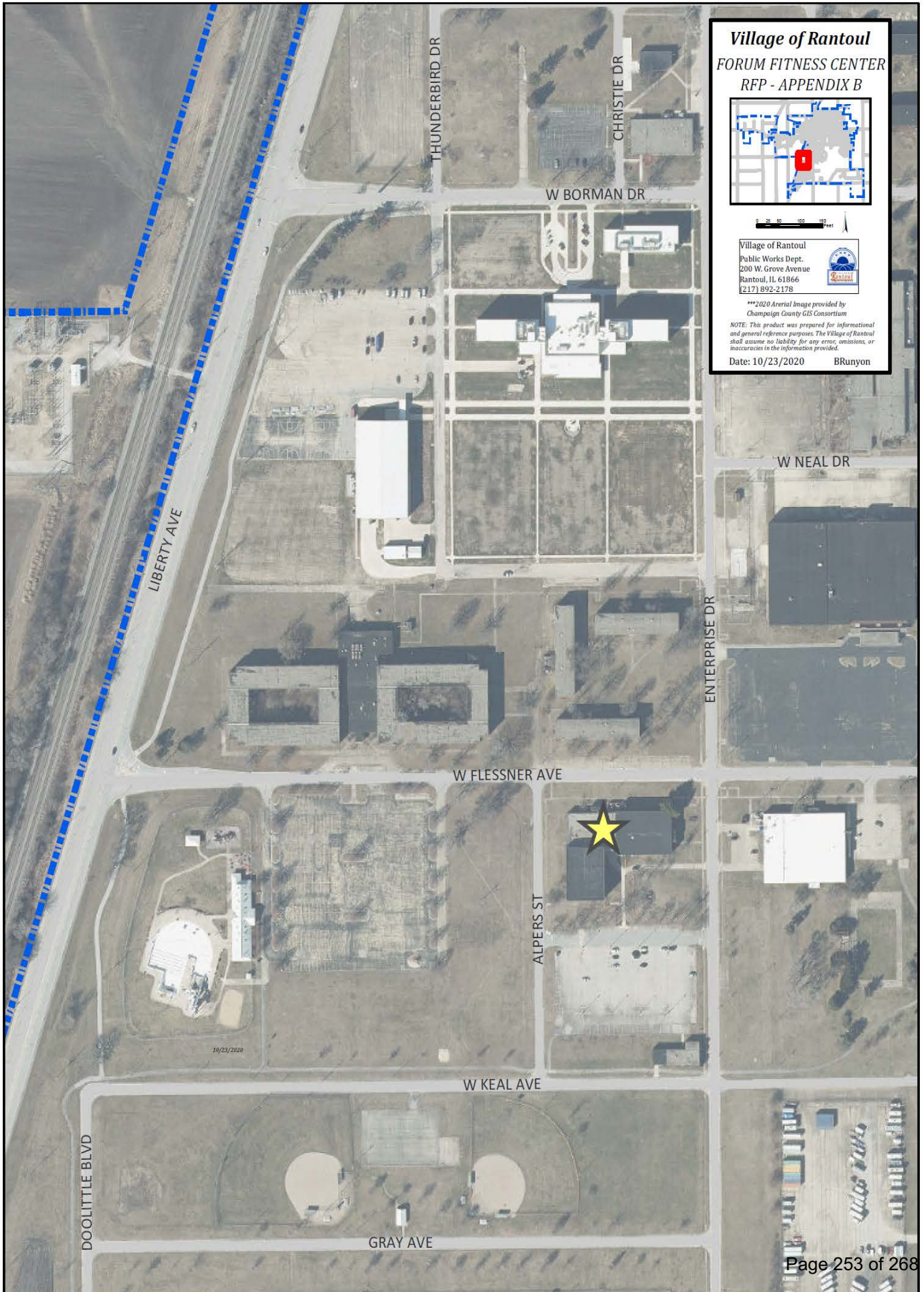
49. Title: Mayor, Village of Rantoul

50. Telephone Number: 217-892-6854 51. Fax Number: 217-892-5501

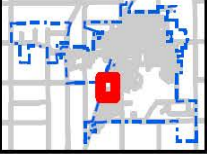
52. E-mail Address: cksmith@myrantoul.com

Charles Smith
53. Signature of Authorized Representative:

12-05-2018
Date Signed - Authorized Representative:



Village of Rantoul
FORUM FITNESS CENTER
RFP - APPENDIX B



0 50 100 150 Feet

Village of Rantoul
Public Works Dept.
200 W. Grove Avenue
Rantoul, IL 61866
(217) 892-2178



***2020 Aerial Image provided by
Champaign County GIS Consortium

NOTE: This product was prepared for informational
and general reference purposes. The Village of Rantoul
shall assume no liability for any error, omissions, or
inaccuracies in the information provided.

Date: 10/23/2020 BRunyon

CONSTRUCTION SERVICES SCOPE OF WORK

CONSTRUCTION ADMINISTRATION SERVICES: The ARCHITECT/ENGINEER will provide Consulting Services related to Contract Administration including the following Scope of Services:

The CONSULTANT shall provide for the VILLAGE the following specific services:

BIDDING: During the bidding phase of the project, the CONSULTANT will assist the VILLAGE. The VILLAGE will solicit competitive proposals by open bidding among qualified construction contractors. Upon receipt of bids, the CONSULTANT will tabulate and analyze bids and will make a recommendation for the award of the contract.

A. Shop Drawing Review

1. Review and approve or reject shop drawings, diagrams, illustrations, samples and schedules, the results of tests and inspections, and other data which the contractor is required to submit to demonstrate conformance with the design concept of the Project in writing. These reviews will be coordinated with the VILLAGE.

Approval shall only be for conformance with Contract plans and specifications, the design concept of the Project and compliance with the terms and conditions of the Contract Documents. The contractor is responsible for all dimensions, quantities and performance requirements to be confirmed and correlated at the job site; for all information that pertains solely to the fabrication processes or to techniques of construction; and for all coordination of the work of all trades.

Approval of drawings or items shall not relieve the Contractor of the responsibility for complying with all requirements of the Contract Documents.

B. Consult and Advise Construction Matters

1. Conduct a pre-construction conference.
2. Coordinate with the Contractor for needed control line and grades surveys.
3. Provide consultation and advice on construction matters to the VILLAGE. Periodic visits to the construction site by the Project Manager to observe the progress and quality of the executed work, and to determine if the work is proceeding in general accordance with the Contract Documents.
4. Provide for necessary site visits by the home office staff of CONSULTANT.

5. Prepare and submit contract change orders to the VILLAGE for review.
6. Prepare preliminary sketches and supplementary sketches required to resolve actual field conflicts encountered.
7. Certify estimates for payments under the construction contracts, as approved by the Resident Engineer. The VILLAGE shall approve format of payment forms, which must show material on- site and category breakdown.
8. Provide specialists for checkout and final testing of equipment and other items in the Project.
9. Make final technical inspection of the Project for compliance with the requirements of the Contract Documents. This final inspection will be made in company with the VILLAGE's representatives.
10. Prepare a written summary report each month to the VILLAGE on the status of construction and on the status of engineering services. Said report will supplement reports prepared by the Resident Engineer. Said report shall advise the VILLAGE on observations, findings, problem areas and other relevant information gathered under items 3, 4, 5, 7, 8, and 9 of this subsection, prepare punch lists, assist in preparation of project closeout documentation and other relevant aspects of the services provided under this contract.
11. Determine dates of substantial and final completion in consultation with the VILLAGE, assemble written guarantees and related documents which are to be provided by the contractor, and issue the final certificate of payment. Final completion shall be construed to include accomplishment and acceptance of all punch list items.

C. Record Drawings

1. Procure the construction Contractor's marked prints showing revisions during construction prepared as required under Record Plans of the General Requirements in the Contract Documents.
2. Prepare record drawings by revising the original AutoCAD design to show the filed measurements obtained during construction and all major changes in the work. Data for the record drawings will be taken from both the construction contractor's and the Resident Engineer's marked prints.
3. From time to time during the construction period, the CONSULTANT will review the construction Contractor's marked prints to review the completeness and timeliness of data recorded thereon. The CONSULTANT will notify the VILLAGE in the event the Contractor is not keeping good records of field measurements and major changes on these prints.

4. Provide draft as-built for VILLAGE's review and final mylar as-built drawings to submit to the IDNR.

RESIDENT INSPECTION SERVICES: The CONSULTANT will provide Engineering Services related to Resident Engineering and Inspection Services including the following Scope of Services:

The Resident Engineer is the CONSULTANT's agent and will act under the supervision of the CONSULTANT. He will confer with the CONSULTANT regarding his action. His dealings in matters pertaining to on-site work will in general be with the CONSULTANT and the construction contractor keeping the VILLAGE's designated representative advised as indicated below and as necessary. His dealings with the subcontractors will only be through or with the full knowledge of the construction contractor or his superintendent. He shall generally communicate with the VILLAGE with knowledge of the staff of CONSULTANT.

Duties and Responsibilities

1. Liaison:

- a. The Resident Engineer will serve as CONSULTANTS's liaison with the construction contractor, working principally through the construction contractor's designated on-site representatives and assist him in understanding the intent of the Contract Documents.

Assist CONSULTANT in serving as the VILLAGE's liaison with the construction contractor when the construction contractor designates on-site operations.

- b. Assist in obtaining from the VILLAGE additional details or information when required at the job site for proper execution of the work.

2. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct daily on-site inspections of the work in progress, or as necessary, to determine (1) if the work is proceeding in general accordance with the Contract Documents and (2) that completed work conforms to the Contract Documents. The Resident Engineer will be responsible to:
 - i. Check the accuracy of the elevation at which construction will commence which is established by the VILLAGE (starting elevation).
 - ii. Investigate and check, as the work progresses, the accuracy of lines and grades established by the VILLAGE.
 - iii. Conduct a visual inspection to confirm that all work is properly constructed and that no other obvious errors have occurred.

- iv. Check work site condition including soil and construction material conditions.
 - v. Coordinate with Contractor with any required field testing and laboratory tests to assure adherence to the contract specifications.
 - vi. Mark up plans to reflect as-built drawings and one set of blue line drawings.
3. Reports:
- a. Furnish the CONSULTANT and the VILLAGE daily reports of the progress of the work and of the construction contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
 - b. Consult with the CONSULTANT and the VILLAGE in advance of scheduled major tests, inspections or start of important phases of work.
 - c. Prepare change orders and extra work orders, obtaining all backup material. Recommend to the CONSULTANT change orders, extra work orders, and field changes.
4. Payment Requisitions: Review applications for payment with the construction contractor for compliance with the established procedure for their submission and forward them with recommendations to the CONSULTANT, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site, but not incorporated in the work. The review will be based on making measurements and preparing monthly and final payment computations for work done by the construction contractor.
5. Completion:
- a. Before the CONSULTANT issues a Certificate of Substantial Completion, submit to the construction contractor a list of observed items requiring correction or completion.
 - b. Conduct final inspection in the company of the CONSULTANT, the VILLAGE, and the construction contractor and prepare a final list of items to be corrected.
 - c. Verify that all items on the final list have been completed or corrected and make recommendations to the CONSULTANT concerning acceptance.

APPENDIX D

MINIMUM INSURANCE REQUIREMENTS

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

\$1,000,000.00	Each Occurrence
\$1,000,000.00	Aggregate, Products and Completed Operations
 - b. Property Damage:

\$500,000.00	Each Occurrence
\$500,000.00	Aggregate
 - c. Contractual Liability (Hold Harmless Coverage):
 1. Bodily Injury:

\$1,000,000.00	Each Occurrence
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 2. Property Damage:

\$500,000.00	Each Occurrence
\$500,000.00	Aggregate
 - d. Personal Injury, with Employment Exclusion deleted:

\$1,000,000.00	Aggregate
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2. Comprehensive Automobile Liability (including owned, non-owned and hired):
 - a. Bodily Injury:

\$1,000,000.00	Each Person
\$1,000,000.00	Each Accident
 - b. Property Damage:

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

RESOLUTION NO. 1-21-1-31-1323

**A RESOLUTION
AUTHORIZING AND APPROVING A SERVICES CONTRACT BETWEEN
THE VILLAGE OF RANTOUL AND CORDOGAN, CLARK & ASSOCIATES, INC.**

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the **“Corporate Authorities”**) of the Village of Rantoul, Champaign County, Illinois (the **“Village”**) at which this Resolution is adopted, the form of a certain Services Contract (Forum Fitness Center Renovation & Expansion Project) (the **“Contract”**) by and between the Village and Cordogan, Clark & Associates, Inc. (the **“Contractor”**) in connection with the provision of certain architectural and engineering services.

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

Section 1. That the Contract by and between the Village and the Contractor, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities of the Village at which this Resolution is adopted, be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Contract and the Village Clerk is hereby authorized to attest thereto, with such insertions, corrections and technical revisions in the form of such Contract as may be approved by such Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such insertions, corrections or technical revisions therein from the form of the Contract now before the meeting of the Corporate Authorities at which this Resolution is adopted.

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

PASSED this 12th day of January, 2021.

Village Clerk

APPROVED this 12th day of January, 2021.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to pass <u>Resolution No. 1-21-1323</u> , A RESOLUTION AUTHORIZING AND APPROVING A SERVICES CONTRACT BETWEEN THE VILLAGE OF RANTOUL AND CORDOGAN, CLERK & ASSOCIATES, INC.	DEPARTMENT: Administration
DATE: January 12, 2021	AMOUNT:
ATTACHMENTS: 1. Resolution 1-21-1323	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

RESOLUTION NO. 1-21-1323

**A RESOLUTION
AUTHORIZING AND APPROVING A SERVICES CONTRACT BETWEEN
THE VILLAGE OF RANTOUL AND CORDOGAN, CLARK & ASSOCIATES, INC.**

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the **“Corporate Authorities”**) of the Village of Rantoul, Champaign County, Illinois (the **“Village”**) at which this Resolution is adopted, the form of a certain Services Contract (Forum Fitness Center Renovation & Expansion Project) (the **“Contract”**) by and between the Village and Cordogan, Clark & Associates, Inc. (the **“Contractor”**) in connection with the provision of certain architectural and engineering services.

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

Section 1. That the Contract by and between the Village and the Contractor, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities of the Village at which this Resolution is adopted, be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Contract and the Village Clerk is hereby authorized to attest thereto, with such insertions, corrections and technical revisions in the form of such Contract as may be approved by such Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such insertions, corrections or technical revisions therein from the form of the Contract now before the meeting of the Corporate Authorities at which this Resolution is adopted.

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

PASSED this 12th day of January, 2021.

Village Clerk

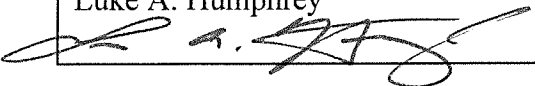
APPROVED this 12th day of January, 2021.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Landscape Installation and Maintenance Contract – Deem Landscaping	DEPARTMENT: RECREATION
AGENDA SECTION:	AMOUNT: \$27,180.00
ATTACHMENTS: () ORDINANCE (X) RESOLUTION () OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: December 15, 2020
SUMMARY HIGHLIGHTS: This agenda item provides for a contract with Deem Landscaping for Landscape Installation and Maintenance for the 2021 season. We advertised a RFP for landscape installation and maintenance on January 10, 2020 and received only one proposal back, which was from Deem Landscaping. Within the RFP, the Village reserved the right to extend the contract term for an additional year without issuing an additional RFP. Given that we only received one proposal for the last RFP and the opinion that Deem Landscaping has provided a quality product and services to the Village, we are recommending a one-year contract extension for the 2021 season with Deem Landscaping to provide landscape installation and maintenance services. The scope of work is listed within your board packet, but in short, it includes the overall installation and maintenance of 33 plant beds and 30 free standing planters. The proposed contract is for \$27,180 plus \$130 per occurrence for watering and de-weeding on an as needed basis. Notes: • Contract Period (will be included in FY 22 budget): April 26, 2021 – November 26, 2021 • Paid on a monthly basis: \$3882.86 plus \$130 per occurrence for watering and de-weeding on an as needed basis • Increase in cost is due to transitioning/accepting more of the landscaping responsibilities of the downtown park located across the street from Edward Jones Benefits: • Efficiency in installation and maintenance • Professional design • Overall, since we have contracted with Deem Landscaping, the beautification and overall image of the flower beds and landscaped areas has been very well received and noticed by the public.	
RECOMMENDED ACTION: Staff recommends the board approve the contract with Deem Landscaping Inc. in the amount of \$27, 180.00 plus \$130 per occurrence, on an as needed basis, for watering and de-weeding. We would ask that this contract be approved so the contractor can begin ordering necessary plant materials for the 2021 season and will give us the ability to include this in our budget preparations.	
DEPARTMENT HEAD APPROVAL: Luke A. Humphrey 	VILLAGE ADMINISTRATOR:

Deem Landscaping, Inc.

Complete Landscape Service

2052 Co Rd 1800E. Urbana, IL 61802 Cell (217) 369-7119 Fax (217) 643-2407



VRNTL-20-R-06

Landscape Installation and Maintenance

Village of Rantoul

Luke Humphrey

Recreation Director

100 E Flessner

Rantoul, IL 61866

Proposal prepared by Deem Landscaping, Inc. The information contained in this Proposal is intended only for the use of the individual(s) or entity named above. You are hereby notified that any dissemination, distribution or copying of this Proposal or plans is strictly prohibited.

The purpose of this proposal is to make the areas listed by the Village of Rantoul appealing to the eye and beautify the town at the local points of interest.

The Service period in this proposal is from April 26th 2021 through November 26th 2021

All beds to receive a one-time cleaning in spring around beginning of contract date. Listed below are tasks or items that will be performed on 33 beds and 30 freestanding planters

- New bed edges cut as needed
- Trim all shrubs and clean existing perennials
- Work areas with small rotor tiller to loosen soil
- Installation of garden compost in annuals planting areas
- Installation of slow release fertilizer
- Installation of new perennial plant material
- Installation of enhanced brown mulch in all beds as needed
- Installation of assorted Annuals flowers (using 8" OC)
- Work and amend 30 free standing planters and plant with new annuals
- Remove any old plant material and install new in garden club bed as needed

Fall Planting

- The 30 freestanding planters will have one annual switch to a fall theme around Mid to Late October

Deem Landscaping, Inc.

Complete Landscape Service

2052 Co Rd 1800E. Urbana, IL 61802 Cell (217) 369-7119 Fax (217) 643-2407



Please see pricing break down listed below:

Proposal 2020	4-26-21 to 11-26-21
Labor	\$15,740.00
Annual Cost	\$5,600.00
Perennial Plant Cost	\$1,500.00
Watering Cost*	Per occurrence
Mulch Cost	\$2,500.00
Planter Cost	\$1,840.00
Total Project Cost	\$27,180.00

*Watering cost is based on per occurrence rate of \$130.00
Water and hydrant meter to be supplied by Village of Rantoul.

Weekly Maintenance to be performed in the service period in this proposal from April 26th 2021 through November 26th 2021

- Watering new plantings and annuals as needed to obtain maximum growth and health plant material
- Weeding and trash removal in beds as person waters
- Once monthly Water will be treated with plant fertilizer

Fall clean up and plant removal

- Removal of all annual plants and they will be disposed of off site
- Trim any perennial as needed
- Trim any shrubs as needed
- Removal of all leaves in the service areas

I would like to thank you for your time and consideration and look forward to working together to beautify the Village of Rantoul.

If you shall have any questions please feel free to contract me.

Sincerely,

Derek Deem
Deem Landscaping, Inc
deemd1@yaoo.com
(217) 369-7119

Derek Deem

RESOLUTION NO. 1-21-1324

**A RESOLUTION
AUTHORIZING AND APPROVING A SERVICES CONTRACT
BETWEEN THE VILLAGE OF RANTOUL AND DEEM LANDSCAPING, INC.**

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the **“Corporate Authorities”**) of the Village of Rantoul, Champaign County, Illinois (the **“Village”**) at which this Resolution is adopted, the form of a certain Services Contract (Landscape Installation and Maintenance Project) (the **“Contract”**) by and between the Village and Deem Landscaping, Inc. (the **“Contractor”**) in connection with the provision of certain landscape installation and maintenance services.

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

Section 1. That the Contract by and between the Village and the Contractor, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities of the Village at which this Resolution is adopted, be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Contract and the Village Clerk is hereby authorized to attest thereto, with such insertions, corrections and technical revisions in the form of such Contract as may be approved by such Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such insertions, corrections or technical revisions therein from the form of the Contract now before the meeting of the Corporate Authorities at which this Resolution is adopted.

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

PASSED this 12th day of January, 2021.

Village Clerk

APPROVED this 12th day of January, 2021.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to pass <u>Resolution No. 1-21-1324</u> , A RESOLUTION AUTHORIZING AND APPROVING A SERVICES CONTRACT BETWEEN THE VILLAGE OF RANTOUL AND DEEM LANDSCAPING, INC.	DEPARTMENT: Administration
DATE: January 12, 2021	AMOUNT:
ATTACHMENTS: 1. Resolution 1-21-1324	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

RESOLUTION NO. 1-21-1324

**A RESOLUTION
AUTHORIZING AND APPROVING A SERVICES CONTRACT
BETWEEN THE VILLAGE OF RANTOUL AND DEEM LANDSCAPING, INC.**

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the **“Corporate Authorities”**) of the Village of Rantoul, Champaign County, Illinois (the **“Village”**) at which this Resolution is adopted, the form of a certain Services Contract (Landscape Installation and Maintenance Project) (the **“Contract”**) by and between the Village and Deem Landscaping, Inc. (the **“Contractor”**) in connection with the provision of certain landscape installation and maintenance services.

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

Section 1. That the Contract by and between the Village and the Contractor, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities of the Village at which this Resolution is adopted, be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Contract and the Village Clerk is hereby authorized to attest thereto, with such insertions, corrections and technical revisions in the form of such Contract as may be approved by such Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such insertions, corrections or technical revisions therein from the form of the Contract now before the meeting of the Corporate Authorities at which this Resolution is adopted.

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

PASSED this 12th day of January, 2021.

Village Clerk

APPROVED this 12th day of January, 2021.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 1, to consider the employment compensation, discipline, performance, or dismissal of an employee	DEPARTMENT: Administration
DATE: January 12, 2021	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR