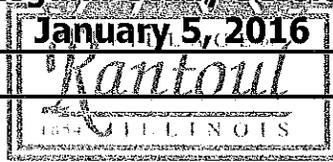


**Rantoul Village Board of Trustees
Regular Study Session**

January 5, 2016

Order of Business

Board Packet Page(s)



- 1. Call to Order – Mayor Smith**
Roll Call
- 2. 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.
- 3. Items from the Mayor**
- 4. Items from Trustees**
- 5. Presentation from Downtown Business Association – Janet Brotherton**
- 6. Items from the Clerk**
 - A) Presentation of any Addendum Items for the Agenda
 - B) Review and possible release of closed minutes 1-6
- 7. Items for the Consent Agenda**
 - A) Approval of Minutes, Regular Study Session, December 1, 2015
 - B) Approval of Minutes, Regular Board Meeting, December 8, 2015
 - C) Approval of Bills and Monthly Financial Reports
- 8. Administrator Report**
 - A) Vacation for non-union employees 7
 - B) Setting Public Hearing date for proposed TIF 8-9
 - C) Redevelopment Agreement with Noble Hospitality, Inc. 10-34
 - D) Revise contract with Erman Blevins 35-39
- 9. Items from Public Works**
 - A) Recommended water rate increase 40-41
- 10. Items from Counsel**
- 11. Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 21, for the purpose of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for the purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06**
- 12. Adjournment**

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE	OF
ITEM: Semi-Annual Review of Closed Meeting Records	DEPARTMENT: Village Clerk	
AGENDA SECTION:	AMOUNT:	
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: January 5, 2016	
SUMMARY HIGHLIGHTS:		
<p>In accordance with the Open Meetings Act, the Village conducts a semi-annual review of the closed session records of the Village Board in January and July of each year to determine which records, if any, are appropriate for release.</p> <p>See attached sheet.</p> <p>Formal action will be taking at the January 12, 2016 Board Meeting</p> <p>Any member of the Board who wishes to review Closed Session records in advance of the Study Session may do so by making an appointment with the Clerk's office.</p>		
RECOMMENDED ACTION: Enter into Closed Session to approve the previous closed session minutes and review all closed session records for content and possible release		
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR	
AGENDA PAGE NUMBER:		

**CLOSED MINUTES
RELEASED
December 21, 2015**

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>To Be Made Available</u>
342	March 9, 2004	Purchase of real property - 1600 Eater	7/12/2005
246	April 2, 2002	Filed or pending litigation	4/11/2006
259	June 11, 2002	Filed or pending litigation	4/11/2006
268	August 26, 2002	Purchase/lease of real property	4/11/2006
280	Jan. 14, 2002	Purchase/lease of real property	4/11/2006
		Pending Litigation	4/11/2006
		Filed or pending litigation	4/11/2006
291	April 1, 2003	Purchase/lease of real property	4/11/2006
384	Nov. 3, 2003	Specific employee matter - R. Quick	4/11/2006
386	Nov. 16, 2004	Specific employee matter - R. Quick	4/11/2006
388, 389	Nov. 30, 2004	Specific employee matter - R. Quick	4/11/2006
390, 391	Dec. 10, 2004	Specific employee matter - R. Quick	4/11/2006
398	Jan. 10, 2005	Specific employee matter - R. Quick	4/11/2006
402 -404	Jan. 28, 2005	Specific employee matter - R. Quick	4/11/2006
402	Jan. 28, 2005	Pending Litigation - Fire Chief	1/13/2015
403	Jan. 28, 2005	Pending Litigation - Fire Chief	1/13/2015
404	Jan. 28, 2005	Pending Litigation - Fire Chief	1/13/2015
418	June 14, 2005	Pending Litigation- Rtl Products	1/13/2015
418	June 14, 2005	Purchase of property - Chanute AFB	1/13/2015
451	Dec. 6, 2005	Pending Litigation - Fire Chief	1/13/2015
453	Dec. 13, 2005	Pending Litigation - Fire Chief	1/13/2015
455	Dec. 19, 2005	Pending Litigation - Fire Chief	1/13/2015
457	Jan. 3, 2006	Pending Litigation - Fire Chief	1/13/2015
484	Aug. 8, 2006	Purchase of Real Estate	1/13/2015
418	June 14, 2005	Pending Litigation - Rtl Products	1/9/2007
418	June 14, 2005	Purchase of Property - Chanute AFB	1/9/2007
484	Aug. 8, 2006	Purchase of Property	1/8/2007
511	Jan 2. 2007	Specific employee matter	1/13/2009
516	Feb. 6, 2007	Specific employee matter	1/13/2009
524	March 13, 2007	Specific employee matter	1/13/2009
567	Jan. 1, 2008	Approve Closed Minutes	1/13/2009
630	Jan. 6, 2009	Semi-Annual Review	1/13/2009

602	July 1, 2008	Purchase of Property/Approved Closed Min.	1/12/2010
630	Jan. 6, 2009	Semi-Annual Review	1/12/2010
648	July 7, 2009	Semi-Annual Review	1/12/2010
663	Jan. 5, 2010	Semi-Annual Review	7/8/2010
665	Jan. 12, 2010	Semi-Annual Review	7/8/2010
683	July 6, 2010	Semi-Annual Review	7/8/2010
698	Aug. 17, 2010	Property Acquisition	1/11/2011
704	Jan. 11, 2011	Semi-Annual Review	1/11/2011
707	Feb 8, 2011	Purchase of Property	9/13/2011
709	March 1, 2011	Purchase of Property	9/13/2011
713	April 5, 2011	Purchase of Property	9/13/2011
723	July 12, 2011	Semi-Annual Review	1/10/2012
755	July 3, 2012	Semi-Annual Review	2/12/2013
763	Nov. 13, 2012	Purchase of Property	2/12/2013
768	Feb. 5, 2013	Semi-Annual Review	8/13/2013
775	June 4, 2013	Purchase of Property	8/13/2013
783	Oct. 8, 2013	Litigation	1/14/2014
800	April 8, 2014	Real Estate	1/13/2015
816	Sept. 9, 2014	Real Estate	1/13/2015
818	Oct. 7, 2014	Real Estate	1/13/2015
831	Nov. 14, 2014	Real Estate	1/13/2015
820	January 6, 2015	Reviewed Closed Minutes	7/14/2015
820	March 3, 2015	Contract Negotiations	7/14/2015
820	March 3, 2015	Pending Litigation	7/14/2015
820	March 3, 2015	Real Estate	7/14/2015
	July 7, 2015	Reviewed Closed Minutes	
	August 11, 2015	Real Estate	
	December 1, 2015	Litigation	

**CLOSED MEETINGS
December 21, 2015**

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</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>
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>
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 matter - 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
825	July 7, 2015	Reviewed Closed Minutes	X
	July 7, 2015	Reviewed Closed Minutes	
	August 11, 2015	Real Estate	
	December 1, 2015	Litigation	
	December 21, 2015	Employeement	

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Non Union Employee Vacation Accrual	DEPARTMENT: Administration
AGENDA SECTION:	AMOUNT: \$0 Vacation and Sick leave
ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: 01/04/2016
<p>If you recall last year I recommended changes to the vacation accrual for our police lieutenants in an effort to keep their benefits the same as their subordinates. At the time I overlooked the same situation for the other village employees, specifically in the public works department, where union employees receive the same 5 weeks of vacation at 20 years of service, while the nonunion employees continue to receive only 4 weeks. Currently this situation affects 10 employees village wide who are non union.</p> <p>I would like the board to consider approving an ordinance that grants the same vacation accrual at 20 years of service for all employees not covered by collective bargaining agreements. This is a fair way to treat all our employees and ensures any employee who is covered by a collective bargaining agreement who may at some point transfer to a department not covered by the same agreement does not lose any accrued vacation time.</p>	
RECOMMENDATION: I recommend the village board of trustees approve the ordinance relating to vacation accrual for all employees who are not covered by the patrolman and IBEW collective bargaining agreements.	
DEPARTMENT HEAD APPROVAL:	VILLAGE ADMINISTRATOR: Jeffrey Fiegenschuh, Administrator

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Setting Public Hearing for new TIF	DEPARTMENT: Administration/ED
AGENDA SECTION:	AMOUNT: NA
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: 1/05/2016
<p>SUMMARY HIGHLIGHTS: As part of the statutory requirements to establish the new TIF 4, the board will need to hold an initial public hearing. At the January board meeting, the board will need to pass a resolution setting the time and date of the public hearing for the new TIF.</p> <p>Once this resolution is adopted the official timeline for creating the TIF is set in motion. Attached to this memo is the proposed timeline our attorney has worked out. As you can see, the actual public hearing is being set for March 8, 2016. The adopting of the final ordinances establishing the TIF redevelopment plan can be approved after the official public hearing between March and June.</p> <p>Please let me know if you have any questions about the timeline or overall process. Our hope is to have several projects ready to go once the new TIF is in place.</p>	
<p>RECOMMENDED ACTION: Staff recommends approval of the resolution setting the public hearing time and location in March for the new TIF</p>	
DEPARTMENT HEAD APPROVAL:	VILLAGE ADMINISTRATOR: Jeffrey Fiegenschuh, Administrator

Activity	Guideline/Notes	Date 1	Date 2	Parties Involved
Interested Parties Registry Publication	Publish Notice allowing persons of interest to receive information on TIFs being established	DONE		Ken B.
File Redevelopment Plan	At least 10 days before approving a resolution setting the time and date of the Public Hearing	12/11/2015		Friedman/ Village/ Ken B.
Village Board Meeting #1	Board approves a resolution setting the time and date of the Public Hearing	1/12/2016		Village/ Ken B.
Joint Review Board (JRB)/ DCEO Mailing	45+ days prior to the Public Hearing 14-28 days before the JRB meeting	1/15/2016		Friedman/ Ken B.
Availability of Plan Notice*	Notices are sent to interested parties, residents within the TIF boundary (not applicable for this district), and residential addresses within a 750' ring around the TIF boundary	1/15/2016		Friedman/Village/Ken B.
JRB Meeting Date Range	Time TBD. Location: Village Hall	3/29/2016	7/16/2016	Friedman/ Village/ Ken B.
Public Hearing Mailing	Notices are sent to taxpayers and delinquent taxpayers within the TIF boundary at least 10 days before the Public Hearing	2/5/2016		Friedman/Village/Ken B.
Public Hearing Notice #1	Notices of the Hearing is published twice in a newspaper of local circulation - Between 10 and 30 days before the public hearing	2/7/2015		Friedman/Village/Ken B.
Public Hearing Notice #2	Notices of the Hearing is published twice in a newspaper of local circulation - Between 10 and 30 days before the public hearing	2/25/2015		Friedman/Village/Ken B.
Public Hearing/First Read of Approval Ordinances (Board Meeting #2)	Time TBD The meeting should be before the convening body. Introduction of 3 Ordinances to Adopt the Redevelopment Plan and Project	3/8/2016		Friedman/Village/Ken B.
Village Board Meeting - Ordinance Approval (Board Meeting #3)	Approval of the 3 Ordinances to Adopt Redevelopment Plan and Project. 14-90 days after the public hearing	March - June 2016		Village/ Ken B.
Submit Ordinances to Champaign County Clerk				Village/Ken B.

Meetings are BOLDDED.

*It is statutorily required to send the Availability of Plan notice to residents within and outside the TIF boundary. Considering there are no residential units within the proposed district, we can alternatively mail notices to taxpayers within the proposed district.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Redevelopment Agreement, Noble hospitality	DEPARTMENT: Administration/ED
AGENDA SECTION:	AMOUNT: See attached document
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: 01/04/2016
<p>SUMMARY HIGHLIGHTS: This past year staff has worked to produce a redevelopment agreement for your consideration with Noble Hospitality, the developers and owners of the new Holiday Inn Express. The negotiations were based on the parameters we discussed last Summer.</p> <p>A summary of the key highlights are below. Although they have not broken ground yet, through subcontractors have inquired about building permits, specifically footing permits. This week staff is meeting to discuss approving their final administrative plat. Once this is approved and the redevelopment agreement is signed the project can move forward.</p> <p>The key provisions include:</p> <ul style="list-style-type: none"> • Project completion date is being moved from 9/01/2016 to 12/31/2016 • The actual upfront reimbursement amount is now \$645,510, up from the original \$641,800, which represents 1/3 of the cost of the additional 10 feet needed for the hotel footprint to avoid the need for variances. • The final upfront payment will be made the day the hotel opens for business and the check will be made out to the Noble Hospitality the developer and Morton Community Bank, their lending institution. • Beginning with the calendar year in which the total equalized assessed value (“EAV”) of the Property exceeds \$1,666,666 and if the real estate taxes on the Property are fully paid, the Village shall pay to the Developer an amount equal to 40% of the Incremental Taxes attributable to the increase in the EAV over and above \$1,666,666 for a period of ten (10) consecutive years, provided, however, that the total amount of all such payments shall not exceed the total amount of Eligible Redevelopment Project Costs allocable to the Project, including the \$900,680 described in part 2 above, that have been approved by the Village. • From and after the Project Completion Date and for a period of fifteen (15) years thereafter, the Village shall rebate to the Developer the following percentages of the hotel and motel use tax imposed and collected by the Village on the Project pursuant to Article VI of Chapter 34 of the Rantoul Code: 	

For years 1 through 10: 50%

For years 11 through 15:

<u>Annual Gross Revenues*</u>	<u>Percentage</u>
Less than \$2,100,000	50%
\$2,100,001 to \$2,250,000	40%
\$2,250,001 to \$2,400,000	30%
\$2,400,001 to \$2,550,000	20%
\$2,550,001 to \$2,600,000	10%
\$2,601,000 or greater	0%

- The obligations of the Village in connection with items 3 and 4 immediately above are contingent upon each of the following: (i) that the Project remains a Holiday Inn Express (or any successor brand thereto); and (ii) that the Project remains open to the public for continuous commercial operation during each such fifteen (15) year period.

I've attached a copy of the proposed redevelopment agreement to this staff report.

RECOMMENDED ACTION: Staff recommends approval of the ordinance authorizing the redevelopment agreement between the Village of Rantoul and Noble Hospitality

DEPARTMENT HEAD APPROVAL:

VILLAGE ADMINISTRATOR:
Jeffrey Fiegenschuh, Administrator

ORDINANCE NO. ____

AN ORDINANCE
APPROVING A REDEVELOPMENT AGREEMENT BY AND
BETWEEN THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY,
ILLINOIS AND NOBLE HOSPITALITY, INC. IN CONNECTION
WITH THE REDEVELOPMENT PROJECT AREA NUMBER TWO

WHEREAS, Noble Hospitality, Inc. (the “Developer”), has submitted a proposal to the Village of Rantoul, Champaign County, Illinois (the “Municipality”) for redevelopment within the Municipality’s Redevelopment Project Area Number Two (the “Redevelopment Project Area”); and, thereafter, the Municipality and the Developer have engaged in negotiations related to a Redevelopment Agreement (including all exhibits and attachments in connection therewith, the “Redevelopment Agreement”) concerning redevelopment incentives and assistance related to the development and redevelopment of a part of the Redevelopment Project Area for a Holiday Inn Express Hotel.

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

Section 1. Approval. The Redevelopment Agreement, in substantially the form thereof presented before the meeting of the President and Board of Trustees at which this ordinance is adopted, shall be and is hereby ratified, confirmed and approved, and the Village President and Village Clerk are authorized to execute and deliver the Redevelopment Agreement for and on behalf of the Municipality with such changes therein as the Village President shall approve; and upon the execution thereof by the Municipality and the Developer, the appropriate officers, agents, attorneys, consultants and employees of the Municipality are authorized to take all supplemental actions, including the execution and delivery of related supplemental opinions, certificates, agreements and instruments authorized by the Redevelopment Agreement, not inconsistent with the Redevelopment Agreement, desirable or necessary to implement and otherwise give full effect to the Redevelopment Agreement.

Section 2. Bid Waiver. Pursuant to the Municipality’s power and authority as a home rule unit under Section 6 of Article VII of the Constitution of the State of Illinois, applicable bidding requirements, if any, related to the Redevelopment Agreement and related documents and related contracts entered into or to be entered into shall be and are hereby waived. The Developer shall be responsible for compliance with applicable law related to the Redevelopment Agreement, including without limitation the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

Section 3. Effective. This ordinance shall be in full force and effect immediately upon its passage and approval in the manner provided by law.

Upon motion by Trustee _____, seconded by Trustee _____, adopted at a regular meeting this ____ day of January, 2016, by roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

PASSED this ____ day of January, 2016.

Village Clerk

APPROVED this ____ day of January, 2016.

Village President

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

CERTIFICATION OF ORDINANCE

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

I do further certify that the attached ordinance constitutes a full, true and correct excerpt from the proceedings of the regular meeting of the Municipality’s Corporate Authorities on January ____, 2016, insofar as same relates to the adoption of Ordinance No. ____, entitled:

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS AND NOBLE HOSPITALITY, INC. IN CONNECTION WITH THE REDEVELOPMENT PROJECT AREA NUMBER TWO,

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the minutes of such meeting and is hereto attached. Such ordinance was adopted and approved on the date thereon set forth by not less than an affirmative vote of a majority of the Corporate Authorities and approved by the Mayor on the date indicated thereon.

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

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Rantoul, Champaign County, Illinois, this ____ day of January, 2016.

Village Clerk

(SEAL)

REDEVELOPMENT AGREEMENT

by and between the

VILLAGE OF RANTOUL, ILLINOIS

and

NOBLE HOSPITALITY, INC.

Dated as of January 12, 2016

Document Prepared By:

**Kenneth N. Beth
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, IL 61820**

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EXHIBIT LIST

EXHIBIT A Description of Property

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this “**Agreement**”) is dated for reference purposes only as of September 1, 2015, but actually executed by each of the parties on the dates set forth beneath each of their respective signatures below, by and between the **Village of Rantoul, Champaign County, Illinois**, an Illinois municipal corporation (the “**Village**”), and **Noble Hospitality, Inc.**, a Kansas corporation (the “**Developer**”). This Agreement shall become effective upon the last of the Village and the Developer to so execute and deliver this Agreement to the other (the “**Effective Date**”).

RECITALS

WHEREAS, in accordance with and pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*), as supplemented and amended (the “**TIF Act**”), the President and Board of Trustees of the Village (the “**Corporate Authorities**”) certain ordinances (Ordinance Nos. 2147, 2148 and 2149 on June 26, 2008 (collectively, the “**TIF Ordinances**”); and

WHEREAS, under and pursuant to the TIF Act and the TIF Ordinance, the Village designated the Redevelopment Project Area Number Two (the “**Redevelopment Project Area**”) and approved the related redevelopment plan, as supplemented and amended (the “**Redevelopment Plan**”), including the redevelopment projects described in the Redevelopment Plan (collectively, the “**Redevelopment Projects**”); and

WHEREAS, as contemplated by the Redevelopment Plan and the Redevelopment Projects, the Developer proposes to undertake (or cause to be undertaken) the Project (including related and appurtenant facilities as more fully defined below) upon the Property (as defined below); and

WHEREAS, the Property (as defined below) is within the Redevelopment Project Area; and

WHEREAS, the Developer is unwilling to undertake (or cause to be undertaken) the Project (as defined below) without certain tax increment finance incentives from the Village, which the Village is willing to provide; and

WHEREAS, the Village has determined that it is desirable and in the Village’s best interests to assist the Developer in the manner set forth in this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Developer hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement and unless the context clearly requires otherwise, the capitalized words, terms and phrases used in this Agreement shall have the meaning provided in the above Recitals and from place to place herein, including as follows:

“**Annual Reimbursement Amounts**” means, collectively, amounts to be reimbursed or paid

to or as directed by the Developer from the Fund by the Village under and pursuant to Section 4.1 of this Agreement.

“Corporate Authorities” means the President and Board of Trustees of the Village.

“Eligible Redevelopment Project Costs” means those costs paid and incurred in connection with the Project which are authorized to be reimbursed or paid from the Fund as provided in Section 5/11-74.4-3(q) of the TIF Act, including: (a) costs of studies, surveys, development of plans and specifications including but not limited to professional service costs for architectural, engineering, legal, financial, planning or other services; (b) property assembly costs, including the acquisition of the Property, site preparation, and the clearing and grading of land; (c) costs of the construction of public works or improvements; and (d) up to 30% per year of interest costs incurred by the Developer related to the construction of the Project subject to the total cost limitations of such interest payments as set forth in subparagraph (D) of such Section, 5/11-74.4-3(q)(11).

“Fund” means, collectively, the “Special Tax Allocation Fund” for the Redevelopment Project Area established under Section 5/11-74.8 of the TIF Act and the TIF Ordinance.

“Incremental Property Taxes” means, net of all amounts required by operation of the TIF Act to be paid to other taxing districts, including as surplus and to another developer entity, in each calendar year during the term of this Agreement, the portion of the ad valorem real estate taxes arising from levies upon the Property by taxing districts that is attributable to the increase in the equalized assessed value of the Property over the initial equalized assessed value of the Property as assigned by the Champaign County Clerk which, pursuant to the TIF Ordinances and Section 5/11-74.4-8(b) of the TIF Act, will be allocated to and when collected shall be paid to the Village Comptroller for deposit by the Village Comptroller into the Fund established to pay Eligible Redevelopment Project Costs and other redevelopment project costs as authorized under Section 5/11-74.4-3(q) of the TIF Act.

“Independent” or **“independent”**, when used with respect to any specific person, means such person who is in fact independent and is not connected with the City or the Developer as an officer, employee, partner or person performing a similar function, and whenever it is provided in this Agreement that the opinion or report of any independent person shall be furnished, such person shall be appointed by the Developer and approved by the City, and such opinion or report shall state that the signer had read this definition and that the signer is independent within the meaning hereof.

“Prevailing Wage Act” means the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) of the State of Illinois, the material terms of which require all contractors and subcontractors to pay all laborers, workers and mechanics performing work on any “public works” (as therein defined) no less than the current “prevailing rate of wages” (hourly cash wages plus fringe benefits) applicable to the county where performed and to comply with all notice, recordkeeping and filing duties.

“Project” means the acquisition, construction and installation upon the Property of a Holiday Inn Express Hotel which will include not less than 78 guest rooms, meeting space, an indoor pool and hot tub, fitness center and guest laundry together with related facilities and improvements.

“Project Completion Date” means December 31, 2016, the date on or before which the Project is substantially completed such that it is open to the public for commercial operation.

“Property” means, collectively, the real estate consisting of the parcel commonly known as 946 Broadmeadow Road and legally described on Exhibit A hereto, upon or within which the Project is to be undertaken and completed.

“Requisition” means a request by the Developer for a payment or reimbursement of Eligible Redevelopment Project Costs pursuant to the procedures set forth in Article VI of this Agreement.

“Village Comptroller” means the Village Comptroller of the Village, or his or her designee.

Section 1.2. Construction. This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) definitions include both singular and plural.
- (b) pronouns include both singular and plural and cover all genders; and
- (c) headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (d) all exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.

ARTICLE II **REPRESENTATIONS AND WARRANTIES**

Section 2.1. Representations and Warranties of the Village. In order to induce the Developer to enter into this Agreement, the Village hereby makes certain representations and warranties to the Developer, as follows:

- (a) **Organization and Standing.** The Village is a home rule municipality duly organized, validly existing and in good standing under the Constitution and laws of the State of Illinois.
- (b) **Power and Authority.** The Village has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.
- (c) **Authorization and Enforceability.** The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Village’s Corporate Authorities. This Agreement is a legal, valid and binding obligation of the Village, enforceable against the Village in accordance with its terms, except to the extent that any and all financial obligations of the Village under this Agreement shall be limited to the availability of such Incremental Property Taxes therefor as may be specified in this Agreement and that such enforceability may be further limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors’ or creditors’ rights, and by equitable principles.
- (d) **No Violation.** Neither the execution nor the delivery of this Agreement or the

performance of the Village's agreements, obligations and undertakings hereunder will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulation, statute, ordinance, judgment, decree, or other law by which the Village may be bound.

(e) Governmental Consents and Approvals. No consent or approval by any governmental authority is required in connection with the execution and delivery by the Village of this Agreement or the performance by the Village of its obligations hereunder.

Section 2.2. Representations and Warranties of the Developer. In order to induce the Village to enter into this Agreement, the Developer makes the following representations and warranties to the Village:

(a) Organization. The Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of Kansas and duly authorized to transact business in the State of Illinois.

(b) Power and Authority. The Developer has full power and authority to execute and deliver this Agreement and the Related Agreements and to perform all of its agreements, obligations and undertakings hereunder and thereunder.

(c) Authorization and Enforceability. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Developer's board of directors. This Agreement is a legal, valid and binding agreement, obligation and undertaking of the Developer, enforceable against the Developer in accordance with its terms, except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

(d) No Violation. Neither the execution nor the delivery or performance of this Agreement will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree or other law to which the Developer is a party or by which the Developer or any of its assets may be bound.

(e) Consents and Approvals. No consent or approval by any governmental authority or by any other person or entity is required in connection with the execution and delivery by the Developer of this Agreement or the performance by the Developer of its obligations hereunder.

(f) No Proceedings or Judgments. There is no claim, action or proceeding now pending, or to the best of its knowledge, threatened, before any court, administrative or regulatory body, or governmental agency (1) to which the Developer is a party and (2) which will, or could, prevent the Developer's performance of its obligations under this Agreement.

(g) Maintenance of Existence. During the term of this Agreement, the Developer shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a Kansas corporation duly authorized to transact business in the State of Illinois.

Section 2.3. Disclaimer of Warranties. The Village and the Developer acknowledge that neither has made any warranties to the other except as set forth in this Agreement. The Village hereby disclaims any and all warranties with respect to the Property and the Project, express or implied, including, without limitation, any implied warranty of fitness for a particular purpose or merchantability or sufficiency of the Incremental Property Taxes for the purposes of this Agreement. Nothing has come to the attention of the Developer to question the assumptions or conclusions or other terms and provisions of any projections of Incremental Property Taxes, and the Developer assumes all risks in connection with the practical realization of any such projections of Incremental Property Taxes.

ARTICLE III
CONDITIONS PRECEDENT TO THE UNDERTAKINGS
ON THE PART OF THE DEVELOPER AND THE VILLAGE

Section 3.1. Conditions Precedent. The undertakings on the part of the Village as set forth in this Agreement are expressly contingent upon each of the following:

- (1) The Developer shall have obtained approval of the Project in accordance with all applicable laws, codes, rules, regulations and ordinances of the Village, including without limitation all applicable subdivision, zoning, environmental, building code or any other land use regulations (collectively, the “**Village Codes**”), it being understood that the Village in its capacity as a municipal corporation has discretion to approve the Project; and
- (2) The Developer shall have substantially completed the Project on or before the Project Completion Date.

Section 3.2. Reasonable Efforts and Notice of Termination. The Developer shall use due diligence to timely satisfy the conditions set forth in Section 3.1 above on or before the Project Completion Date, but if such conditions are not so satisfied or waived by the Village, then the Village may terminate this Agreement by giving written notice thereof to the Developer. In the event of such termination, this Agreement shall be deemed null and void and of no force or effect and neither the Village nor the Developer shall have any obligation or liability with respect thereto.

ARTICLE IV
VILLAGE’S COVENANTS AND AGREEMENTS

Section 4.1. Village’s TIF Funded Financial Obligations. The Village shall have the obligations set forth in this Section 4.1 relative to financing Eligible Redevelopment Project Costs in connection with the Project. Upon the submission to the Village by the Developer of a Requisition for Eligible Redevelopment Project Costs incurred and paid by or on behalf of the Developer and the approval thereof by the Village in accordance with Article VI of this Agreement, the Village, subject to the terms, conditions and limitation set forth in this Section 4.1 immediately below, agrees to reimburse the Developer, or to pay as directed by the Developer, from the Fund such initial advance reimbursement amount (the “**Advance Reimbursement Amount**”) and such annual amounts (the “**Annual Reimbursement Amounts**”) related to Project upon the Property as follows:

- (a) **Advance Reimbursement Amount.** The Advance Reimbursement Amount in

connection with the Project shall be an amount equal to \$645,510.00 and be paid jointly Noble Hospitality, Inc. and Morton Community Bank.

(b) **Annual Reimbursement Amounts.** The Annual Reimbursement Amounts in connection with the Project in any one calendar year shall be equal to 40% of the Incremental Property Taxes attributable to the Property which are actually received by the Village in each such calendar year subject to the following:

- (1) **Calculation.** For the purpose of calculating the 40% of Incremental Property Taxes attributable to the Property for any such calendar year, the current equalized assessed value (the "EAV") of the Property shall be reduced by an EAV of \$1,666,667.00 and the result shall be multiplied by: (i) the total tax rate of all taxing districts having taxable property within the Redevelopment Project Area for any such applicable calendar year and (ii) 40%; and
- (2) **Period of Annual Reimbursement Amounts.** The obligations of the Village to reimburse the Developer for any Annual Reimbursement Amounts under this Section 4.1(b) shall be for a maximum period of ten (10) calendar years, commencing with the calendar year in which the EAV of the Property exceeds \$1,666,667, and shall terminate upon reimbursement by the Village in accordance with Article VI of this Agreement not later than December 31 of the tenth (10th) calendar year in which any such Annual Reimbursement Amounts in connection with the Project become due and payable pursuant to this Section 4.1(b) and Article VI hereof.

(c) **Dollar Limitation of Advance Reimbursement Amount and Annual Reimbursement Amounts.** The total amount of all such payments of the Advance Reimbursement Amount or Annual Reimbursement Amounts pursuant to this Section 4.1 shall not exceed the total amount of all Eligible Redevelopment Project Costs which are directly attributable and allocable to the Project upon the Property:

Section 4.2. Hotel/Motel Use Tax Rebate. From and after the Project Completion Date and for a period of fifteen (15) years thereafter, the Village shall rebate to the Developer the following percentages of the hotel and motel use tax imposed and collected by the Village on the Project pursuant to Article VI of Chapter 34 of the Rantoul Code:

For years 1 through 10: 50%

For years 11 through 15:	<u>Annual Gross Revenues*</u>	<u>Percentage</u>
	Less than \$2,100,000	50%
	\$2,100,001 to \$2,250,000	40%
	\$2,250,001 to \$2,400,000	30%
	\$2,400,001 to \$2,550,000	20%
	\$2,550,001 to \$2,600,000	10%
	\$2,601,000 or greater	0%

*Based on calendar year

Section 4.3. Defense of Redevelopment Project Area. In the event that any court or governmental agency having jurisdiction over enforcement of the TIF Act and the subject matter contemplated by this Agreement shall determine that this Agreement, including the payments of any Annual Reimbursement Amounts to be paid or reimbursed by the Village is contrary to law, or in the event that the legitimacy of the Redevelopment Project Area is otherwise challenged before a court or governmental agency having jurisdiction thereof, the Village will defend the integrity of the Redevelopment Project Area and this Agreement. Anything herein to the contrary notwithstanding, the Developer agrees that the Village may, to the extent permitted by law, use any Incremental Property Taxes, including any unpaid Annual Reimbursement Amounts, if available, to be redirected to reimburse the Village for its defense costs, including without limitation attorneys' fees and expenses.

Section 4.4. Automatic Termination of Village's Obligations. All of the Village's obligations under this Article IV shall automatically terminate without notice in the event that the Project at any time ceases to be operated as a Holiday Inn Express Hotel or otherwise ceases continuous commercial operation or "goes dark".

ARTICLE V **DEVELOPER'S COVENANTS**

Section 5.1. Commitment to Undertake and Complete Project. The Developer covenants and agrees to undertake and complete the Project on or before the Project Completion Date. The Developer recognizes and agrees that the Village has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of any required permits, and any failure on the part of the Village to grant or issue any such required permit shall not give rise to any claim against or liability of the Village pursuant to this Agreement. The Village agrees, however, that any such approvals shall be made in conformance with the Village Codes and shall not be unreasonably denied, withheld, conditioned or delayed.

Section 5.2. Compliance with Agreement and Laws During Project. The Developer shall at all times undertake the Project, including any related activities in connection therewith, in conformance with this Agreement and all applicable federal and state laws, rules and regulations and all Village Codes. Any agreement of the Developer related to the Project with any contractor, subcontractor or supplier shall, to the extent applicable, contain provisions substantially similar to those required of the Developer under this Section.

Section 5.3. Prevailing Wages. The Developer acknowledges that, even though the Illinois Department of Labor currently takes the position as a matter of its enforcement policy, the TIF Financing of the Project under this Agreement does not subject the Project to the Prevailing Wage Act unless the Project also receives funding from another public source, some legal uncertainty may still exist as to the application of the Prevailing Wage Act to the Project. The Village makes no representation as to any such application, and any failure by the Developer to comply with the Prevailing Wage Act, if and to the extent applicable, shall not be deemed a "Default" under this Agreement. Notwithstanding the foregoing sentence, the Developer agrees to assume all responsibility for any such compliance (or noncompliance) with the Prevailing Wage Act in connection with the Project under this Agreement in the event of any action by any party to enforce its provisions.

Section 5.4. Village's Right to Audit Developer's Books and Records. The Developer agrees that the Village or its agents shall, upon request, have the right and authority to review and audit, from time to time (at the Developer's principal office during normal business hours) the Developer's books and records relating to the total amount of all costs paid or incurred by the Developer for the Project and the total amount of related Eligible Redevelopment Project Costs, in order to confirm that any such Eligible Redevelopment Project Costs claimed to have been paid and incurred by the Developer were directly related and allocable to the costs of the Project or to any financing of the acquisition or construction of the Project and were in fact paid and incurred by the Developer.

Section 5.5. Continuing Compliance with Laws. The Developer agrees that in the continued use, occupation, operation and maintenance of the Project, the Developer will comply with all applicable federal and state laws, rules, regulations and all applicable Village Codes and other ordinances.

Section 5.6. Tax and Related Payment Obligations. The Developer agrees to pay and discharge, promptly and when the same shall become due, all general ad valorem real estate taxes and assessments, all applicable interest and penalties thereon, and all other charges and impositions of every kind and nature which may be levied, assessed, charged or imposed upon the Developer's Business Location and the Property or any part thereof that at any time shall become due and payable upon or with respect to, or which shall become liens upon, any part of the Developer's Business Location and the Property. The Developer, including any others claiming by or through it, also hereby covenants and agrees not to file any application for property tax exemption for any part of the Developer's Business Location and the Property under any applicable provisions of the Property Tax Code of the State of Illinois (35 ILCS 200/1-1 et seq.), as supplemented and amended, unless the Village and the Developer shall otherwise have first entered into a mutually acceptable agreement under and by which the Developer shall have agreed to make a payment in lieu of taxes to the Village, it being mutually acknowledged and understood by both the Village and the Developer that any such payment of taxes (or payment in lieu thereof) by the Developer is a material part of the consideration under and by which the Village has entered into this Agreement. This covenant of the Developer shall be a covenant that runs with the land being the Developer's Business Location and the Property upon which the Project is undertaken and shall be in full force and effect until December 31, 2035, upon which date this covenant shall terminate and be of no further force or effect (and shall cease as a covenant binding upon or running with the land) immediately, and without the necessity of any further action by Village or Developer or any other party; provided, however, upon request of any party in title to the Developer's Business Location and the Property, the Village shall execute and deliver to such party an instrument, in recordable form, confirming for the record that this covenant has terminated and is no longer in effect. Nothing contained within this Section 5.4 shall be construed, however, to prohibit the Developer from initiating and prosecuting at its own cost and expense any proceedings permitted by law for the purpose of contesting the validity or amount of taxes, assessments, charges or other impositions levied or imposed upon the Developer's Business Location and the Property or any part thereof.

ARTICLE VI

PAYMENT PROCEDURES FOR ELIGIBLE REDEVELOPMENT PROJECT COSTS

Section 6.1. Payment Procedures. The Village and the Developer intend and agree that the

Advance Reimbursement Amount and any Annual Reimbursement Amounts shall be disbursed by the Village Comptroller for payment to the Developer in accordance with the procedures set forth in this Section 6.1 of this Agreement.

The Village hereby designates the Village Comptroller of the Village as its representative to coordinate the authorization of disbursement of the Advance Reimbursement Amount and any Annual Reimbursement Amounts for the Eligible Redevelopment Project Costs. Payments to the Developer of the Advance Reimbursement Amount and any Annual Reimbursement Amounts for Eligible Redevelopment Project Costs shall be made upon request therefor, in form reasonably acceptable to the Village (each being a **“Requisition”**) submitted by the Developer at any time with respect to Eligible Redevelopment Project Costs incurred and paid but not previously submitted. Each such Requisition shall be accompanied by appropriately supporting documentation, including, as applicable: **(i)** receipts for paid bills or statements of suppliers, contractors or professionals, together with required contractors’ affidavits or lien waivers; **(ii)** documentation from any financial institution which verifies the amount of interest costs incurred by the Developer for constructing the Project, or **(iii)** an affidavit by an Independent accountant which verifies that any such Eligible Redevelopment Project Costs have been paid and incurred by the Developer, together with required contractor’s affidavits and lien waivers.

Section 6.2. Approval and Resubmission of Requisitions. The Village Comptroller shall give the Developer written notice disapproving any of the Requisitions within ten (10) days after receipt thereof. No such approval shall be denied except on the basis that **(i)** all or some part of the Requisition does not constitute Eligible Redevelopment Project Costs or has not otherwise been sufficiently documented as specified herein; or **(ii)** a “Default” under this Agreement as described in Section 7.1 hereof has occurred and is continuing. If a Requisition is disapproved by such Village Comptroller, the reasons for disallowance will be set forth in writing and the Developer may resubmit any such Requisition with such additional documentation or verification as may be required, if that is the basis for denial. The same procedures set forth herein applicable to disapproval shall apply to such resubmittals.

Section 6.3. Carryover. Upon the approval of any applicable Requisition as set forth in Section 6.2 above, any excess amount of Eligible Redevelopment Project Costs approved therein, which are over and above the amount of the Advance Reimbursement Amount or any Annual Reimbursement Amounts then payable as specified in Section 6.1 of this Agreement, shall carry over into any remaining future years that any such Annual Reimbursement Amounts become due and payable under this Agreement.

Section 6.4. Time of Payment. If and to the extent approved by one or more Requisitions under this Article and provided that performance of this Agreement has not been suspended or terminated by the Village under Article VII hereof, the Village shall pay to the Developer the Advance Reimbursement Amount within sixty (60) days of the Project Completion Date and each of the applicable Annual Reimbursement Amounts within thirty (30) calendar days after **(i)** the approval of any such applicable Requisition; **(ii)** the receipt by the Village of evidence from the Developer of the payment in full of the total property taxes attributable to the Property in any such applicable calendar year or **(iii)** the receipt by the Village of the last installment of the Incremental Property Taxes in any such applicable calendar year, whichever in (i), (ii) or (iii) is later.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. The occurrence of any one or more of the events specified in this Section 6.1 shall constitute a “**Default**” under this Agreement.

By the Developer:

(1) The furnishing or making by or on behalf of the Developer of any statement or representation in connection with or under this Agreement or any of the Related Agreements that is false or misleading in any material respect;

(2) The failure by the Developer to timely perform any term, obligation, covenant or condition contained in this Agreement;

By the Village:

(1) The failure by the Village to pay any Annual Reimbursement Amounts which become due and payable in accordance with the provisions of this Agreement; and

(2) The failure by the Village to timely perform any other term, obligation, covenant or condition contained in this Agreement.

Section 7.2. Rights to Cure. The party claiming a Default under Section 6.1 of this Agreement (the “**Non-Defaulting Party**”) shall give written notice of the alleged Default to the other party (the “**Defaulting Party**”) specifying the Default complained of. Except as required to protect against immediate, irreparable harm, the Non-Defaulting Party may not institute proceedings or otherwise exercise any right or remedy against the Defaulting Party until thirty (30) days after having given such notice, provided that in the event a Default is of such nature that it will take more than thirty (30) days to cure or remedy, such Defaulting Party shall have an additional period of time reasonably necessary to cure or remedy such Default provided that such Defaulting Party promptly commences and diligently pursues such cure or remedy. During any such period following the giving of notice, the Non-Defaulting party may suspend performance under this Agreement until the Non-Defaulting Party receives written assurances from the Defaulting Party, deemed reasonably adequate by the Non-Defaulting Party, that the Defaulting Party will cure or remedy the Default and remain in compliance with its obligations under this Agreement. A Default not cured or remedied or otherwise commenced and diligently pursued within thirty (30) days as provided above shall constitute a “**Breach**” under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any Default or any Breach shall not operate as a waiver of any such Default, Breach or of any other rights or remedies it may have as a result of such Default or Breach.

Section 7.3. Remedies. Upon the occurrence of a Breach under this Agreement by the Developer, the Village shall have the right to terminate this Agreement by giving written notice to the Developer of such termination and the date such termination is effective. Except for such right of termination by the Village, the only other remedy available to either party upon the occurrence of a Breach under this Agreement by the Defaulting Party shall be to institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Breach, including but not limited to proceedings to compel any legal action for specific performance or other appropriate equitable relief. Notwithstanding anything herein to the contrary, the sole remedy of the Developer upon the occurrence of a Breach by the Village under any of the terms and provisions of this Agreement shall

be to institute legal action against the Village for specific performance or other appropriate equitable relief and under no circumstances shall the Village be liable to the Developer for any indirect, special, consequential or punitive damages, including without limitation, loss of profits or revenues, loss of business opportunity or production, cost of capital, claims by customers, fines or penalties, whether liability is based upon contract, warranty, negligence, strict liability or otherwise, under any of the provisions, terms and conditions of this Agreement.

Section 7.4. Costs, Expenses and Fees. Upon the occurrence of a Default or a Breach which requires either party to undertake any action to enforce any provision of this Agreement, the Defaulting Party shall pay upon demand all of the Non-Defaulting Party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party's obligations under this Agreement or in any litigation, negotiation or transaction in connection with this Agreement in which the Defaulting Party causes the Non-Defaulting Party, without the Non-Defaulting Party's fault, to become involved or concerned.

ARTICLE VIII

RELEASE, DEFENSE AND INDEMNIFICATION OF VILLAGE

Section 8.1. Declaration of Invalidity. Notwithstanding anything herein to the contrary, the Village, its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever or otherwise in the event that all or any part of the TIF Act, or any of the TIF Ordinances or other ordinances of the Village adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the Village is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof; provided that nothing in this Section 8.1 shall limit otherwise permissible claims by the Developer against the Fund or actions by the Developer seeking specific performance of this Agreement or other relevant contracts, if any, in the event of a Breach of this Agreement by the Village.

Section 8.2. Damage, Injury or Death Resulting from Project. The Developer releases from and covenants and agrees that the Village and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the Village, its Corporate Authorities, officials, agents, employees and independent contractors thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction or installation of the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or other acts or omissions of the Village, its Corporate Authorities, officials, agents, employees or independent contractors that are contrary to the provisions of this Agreement.

Section 8.3. Damage or Injury to Developer and Others. The Village and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or any of its officers, agents, independent contractors or employees or of any other person who may be about the Property or the Project due to any act of negligence of any person, except as such may be caused by the intentional misconduct, gross negligence, or acts or omissions of the Village, its Corporate Authorities, officials, agents,

employees, or independent contractors that are contrary to the provisions of this Agreement.

Section 8.4. No Personal Liability. All covenants, stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Village and not of any of its Corporate Authorities, officials, agents, employees or independent contractors in their individual capacities. No member of the Corporate Authorities, officials, agents, employees or independent contractors of the Village shall be personally liable to the Developer **(i)** in the event of a Default or Breach by any party under this Agreement, or **(ii)** for the payment of any Annual Reimbursement Amounts which may become due and payable under the terms of this Agreement.

Section 8.5. Village Not Liable for Developer Obligations. Notwithstanding anything herein to the contrary, the Village shall not be liable to the Developer for damages of any kind or nature whatsoever arising in any way from this Agreement, from any other obligation or agreement made in connection therewith or from any Default or Breach under this Agreement; provided that nothing in this Section 8.5 shall limit otherwise permissible claims by the Developer against the Fund or actions by the Developer seeking specific performance of this Agreement or other relevant contracts in the event of a Breach of this Agreement by the Village.

Section 8.6. Actions or Obligations of Developer. The Developer agrees to indemnify, defend and hold harmless the Village, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all suits, claims and cost of attorneys' fees, resulting from, arising out of, or in any way connected with **(i)** any of the Developer's obligations under or in connection with this Agreement, **(ii)** the construction or installation of the Project, **(iii)** the Developer's compliance with the Prevailing Wage Act if, as and when determined to be applicable to the Project, and **(iv)** the negligence or willful misconduct of the Developer, its officials, agents, employees or independent contractors in connection with the management, development, redevelopment, construction or installation of the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or breach of this Agreement by the Village, its Corporate Authorities, officials, agents, employees or independent contractors.

Section 8.7. Environmental Covenants. To the extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the Village, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from: **(i)** any release or threat of a release, actual or alleged, of any hazardous substances, upon or about the Property or respecting any products or materials previously, now or thereafter located upon, delivered to or in transit to or from the Property regardless of whether such release or threat of release or alleged release or threat of release has occurred prior to the date hereof or hereafter occurs and regardless of whether such release occurs as a result of any act, omission, negligence or misconduct of the Village or any third party or otherwise; **(ii)** (A) any violation now existing (actual or alleged) of, or any other liability under or in connection with, any environmental laws relating to or affecting the Property, or (B) any now existing or hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Property, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen prior to the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other

liability occurs or arises, as the result of any act, omission, negligence or misconduct of the Village or any third party or otherwise; (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any hazardous substances on or about or allegedly on or about the Property; or (iv) any breach, falsity or failure of any of the representations, warranties, covenants and agreements of the like. For purposes of this section, "hazardous materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation.

Section 8.8. Notification of Claims. Not later than thirty (30) days after the Developer becomes aware, by written or other overt communication, of any pending or threatened litigation, claim or assessment, the Developer will, if a claim in respect thereof is to be made against the Developer which affects any of the Developer's rights or obligations under this Agreement, notify the Village of such pending or threatened litigation, claim or assessment, but any omission so to notify the Village will not relieve the Developer from any liability which it may have to the Village under this Agreement.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1 Entire Agreement and Amendments. This Agreement (together with Exhibit A attached hereto) is the entire agreement between the Village and the Developer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, and may not be modified or amended except by a written instrument executed by both of the parties.

Section 9.2. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Village and the Developer and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either the Village or the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or the Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 9.3. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Section 9.4. Special and Limited Obligation. This Agreement shall constitute a special and limited obligation of the Village according to the terms hereof. This Agreement shall never constitute a general obligation of the Village to which its credit, resources or general taxing power are pledged. The Village pledges to the payment of its obligations under Section 4.1 hereof only such amount of the Incremental Property Taxes as is set forth in Section 4.1 hereof, if, as and when received, and not otherwise.

Section 9.5. Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither the Developer nor the Village shall be deemed in Default with respect to any performance obligations under this Agreement on their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which also constitute "unavoidable delays"): any strike, lock-out or other labor disturbance (whether legal or illegal, with respect to which the Developer, the Village and others shall have no obligations hereunder to settle other than in their sole discretion and business judgment), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, acts of God or third parties, or any other cause beyond the reasonable control of the Developer or the Village.

Section 9.6. Waiver. Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 9.7. Cooperation and Further Assurances. The Village and the Developer covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or the Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

Section 9.8. Notices and Communications. All notices, demands, requests or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, (b) personally delivered, (c) sent by a nationally recognized overnight courier, delivery charge prepaid or (d) transmitted by telephone facsimile, telephonically confirmed as actually received, in each case, to the Village and the Developer at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (i) In the case of the Developer, to:
Noble Hospitality, Inc.
1641 Anderson Avenue
Manhattan, Kansas 66502
Attn: Mark Stumm, Chief Operating Officer
Tel: () - / Fax: () -

- (ii) In the case of the Village, to:
Village of Rantoul, Illinois
333 South Tanner Street
Rantoul, IL 61866
Attn: Administrative Officer
Tel: (217) 892-6801 / Fax: (217) 892-5501

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 9.9. Assignment. The Developer agrees that it shall not sell, assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the Village, except that: (i) any assignment of the Advance Reimbursement Amount or the Annual Reimbursement Amounts under this Agreement as collateral; or (ii) any related sale, assignment or transfer of this Agreement in whole to a legal entity having common ownership with the Developer; may be made without the prior written consent of the Village. Except as authorized in this Section above, any assignment in whole or in part shall be void and shall, at the option of the Village, terminate this Agreement. No such sale, assignment or transfer as authorized in this Section, including any with or without the Village's prior written consent, shall be effective or binding on the Village, however, unless and until the Developer delivers to the Village a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the applicable parties thereto.

Section 9.10. Successors in Interest. Subject to Section 9.9 above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respectively authorized successors, assigns and legal representatives (including successor Corporate Authorities).

Section 9.11. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either of the Village or the Developer shall be construed by either of the Village, the Developer or any third party to create the relationship of a partnership, agency, or joint venture between or among the Village and any party being the Developer.

Section 9.12. Illinois Law; Venue. This Agreement shall be construed and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by any party to enforce any of the provisions of this Agreement, the venue for any such action or proceeding shall be in Champaign County, Illinois.

Section 9.13. Term. Unless earlier terminated pursuant to the terms hereof, this Agreement shall be and remain in full force and effect from and after the Effective Date and shall terminate on

December 31, 2032; provided, however, that anything to the contrary notwithstanding, the Developer's obligations under Section 5.6 and Article VIII of this Agreement shall be and remain in full force and effect in accordance with the express provisions thereof.

Section 9.14. Construction of Agreement. This Agreement has been jointly negotiated by the parties. The parties acknowledge that each has either been represented by or has had the opportunity to consult with legal counsel and that accordingly the terms of this Agreement are not to be construed against a party because that party may have primarily assumed responsibility for preparation of this Agreement or because that party failed to understand the legal effect of any provision of this Agreement.

IN WITNESS WHEREOF, the Village and the Developer have caused this Agreement to be executed by their duly authorized officers or manager(s) as of the date set forth below.

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

By: _____
Village President

ATTEST:

By: _____
Village Clerk

Date: _____

NOBLE HOSPITALITY, INC.

By: _____
Its President

ATTEST:

By: _____
Its Secretary

Date: _____

[Exhibit A follows this page and is an integral part of this Agreement in the context of use.]

EXHIBIT A

Description of Property

Lot 103A of Stone Bridge Center Subdivision No. 1, situated in the Village of Rantoul,
Champaign County, Illinois

**AN AGREEMENT CONCERNING THE APPOINTMENT TO
THE POSITION OF CHIEF OF POLICE OF THE
VILLAGE OF RANTOUL, ILLINOIS AND SPECIFYING THE COMPENSATION
AND OTHER BENEFITS IN CONNECTION WITH SUCH APPOINTMENT**

THIS AGREEMENT is made and entered into as of the 21st day of December, 2015, but actually executed by each of the parties on the dates respectively set forth to the left of their signatures below, by and between the **VILLAGE OF RANTOUL**, Champaign County, Illinois, an Illinois municipal corporation (the “**Village**”) and **ERMAN BLEVINS** (the “**Appointee**”).

WITNESSETH:

WHEREAS, pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois, the Village is a municipality and a home rule unit of local government; and

WHEREAS, as a home rule unit, the Village has the authority to exercise any power and perform any function pertaining to its government and affairs, including the power to create and establish the position of Chief of Police and to enter into this Agreement; and

WHEREAS, the Village President has appointed or will appoint and the Board of Trustees has confirmed or will confirm such appointment of the Appointee as the Chief of Police of the Village; and

WHEREAS, the Appointee desires to accept such appointment as Chief of Police of the Village under the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Village and the Appointee do mutually covenant and agree as follows:

Section 1. Duties. The Appointee hereby accepts or will accept the appointment to the position of Chief of Police of the Village and agrees to perform the duties of such position, as such duties may, from time to time, be prescribed by the Rantoul Code, the Illinois Municipal Code, all other applicable federal and state laws, all other lawful ordinances or resolutions of the Village, and as otherwise lawfully assigned or directed by the Village President and the Corporate Authorities of the Village. A copy of the current job description for the position of Chief of Police is attached hereto as an exhibit.

Section 2. Compensation. Commencing with the initial date of the Appointee’s actual full-time assumption of the duties as Chief of Police, which is currently anticipated to be on or about February 15, 2016 (the “**Commencement Date**”), the Village agrees to pay the Appointee an annual salary of \$110,000.00 per year. Such annual salary shall be adjusted annually on or about May 1, 2016, and annually thereafter on or about each succeeding May 1 during the term of this Agreement, by increasing such annual salary by such percentage as shall be approved by the Corporate Authorities. Such annual salary shall be paid in equal installments in such manner and at such times as the Department Heads and other appointed officials of the Village are paid, which currently is bi-weekly (the “**Pay Period**”).

Section 3. Vacation and Sick Leave. During the term of this Agreement, the Appointee shall be entitled to earn: (i) vacation at the rate of 4.62 hours per Pay Period or 120 hours per year; and (ii) sick leave at the rate of 3.70 hours per pay period or 96.20 hours per year. Upon the Commencement Date, the Appointee shall be credited with 80 hours of accumulated vacation and 240 hours of accumulated sick leave, provided, however, that the Appointee shall not be credited with any further earned sick leave until the Appointee has earned a total of 240 hours of earned sick leave. Any such vacation and sick leave shall be subject, in each instance, to such maximum accumulations as may be established from time to time by the Corporate Authorities of the Village in the Rantoul Code or otherwise for the Department Heads and other appointed officials of the Village generally.

Section 4. Use of Automobile. During the term of this Agreement, the Village shall provide the Appointee with the exclusive use of an automobile, to include in-state personal development and reasonable personal use such as shopping and in-state personal business not including vacation time. The Village shall be responsible for all costs and expenses relating to the maintenance and operation of such automobile as it pertains to the duties of the Chief of Police under this Agreement. In the event that the Appointee is required to use a personal automobile for the purpose of conducting any of the duties of Chief of Police outside the corporate limits of the Village, the Village shall reimburse the Appointee at such rate per mile as then may be established for such purposes by the Corporate Authorities or otherwise.

Section 5. General Business Expenses.

(a) The Village agrees to budget for and to pay for such reasonable professional dues and subscriptions of the Appointee in national, regional, state and local associations and organizations as may be necessary and desirable for that Appointee's continued professional participation, growth and advancement, and for the good of the Village.

(b) The Village agrees to budget for and to pay for such reasonable travel and subsistence expenses of the Appointee for professional and official travel meetings and occasions to adequately continue the professional development of the Appointee and to pursue necessary official functions for the Appointee.

Section 6. Indemnity, Errors and Omissions Coverage. To the extent permitted by law and except in the case of intentional or willful misconduct, the Village shall indemnify, save, hold harmless and defend the Appointee against any loss, liability, claim, demand or other legal action arising out of any act or omission of the Appointee which occurs within the scope of the performance of any of the Appointee's duties as Chief of Police under this Agreement. The Village agrees to provide and maintain, at its sole cost and expense, errors and omissions liability insurance to provide coverage for any such act or omission of the Appointee under this Section.

Section 7. Other Benefits. During the term of this Agreement, the Village shall, in addition to, and except as otherwise provided in this Agreement, provide the Appointee with any and all other benefits that may, from time to time, be made or granted by the Corporate Authorities under the Rantoul Code or otherwise to the Department Heads and other appointed officials of the Village generally. Any payments into the Police Pension Fund required to be made by the Village

as a result of the Appointee's appointment to the position of Chief of Police and his election to participate in the Police Pension Fund shall also be made by the Village.

Section 8. Moving Expense, Deposits and Residency.

(a) The Village shall pay for reasonable moving expenses up to the amount of \$7,000.00 for the packing, transportation, unpacking and insurance of the Appointee's household goods and personal effects from Lake in the Hills, Illinois to the Village. The Appointee agrees to coordinate any and all such moving expenses with the Village Comptroller and to procure such estimates or bids therefore as may be reasonably required by the Village Comptroller.

(b) The Appointee agrees to establish a permanent residence within the corporate boundaries of the Village within six (6) months from and after the Commencement Date and thereafter to maintain a permanent residence within the corporate boundaries of the Village during the term of this Agreement.

Section 9. Termination.

(a) In the event the Corporate Authorities of the Village desire to eliminate the position of Chief of Police or in the event the Village President desires to terminate the Appointee and this Agreement without just cause and while the Appointee is otherwise willing and able to perform the duties of Chief of Police under this Agreement, the employment relationship between the Village and the Appointee and this Agreement shall terminate and the Village shall provide a minimum severance payment equal to six (6) months of the Appointee's salary at the then current rate plus the cost of any health, dental and life insurance benefits otherwise payable by the Village for such six (6) month period. Such severance payment shall be paid in a lump sum unless otherwise agreed to by the Village and the Appointee. In the event the Appointee is terminated for just cause, then, in that event, the Village shall have no obligation to provide such severance payment as specified in this Section and such termination of the Appointee and this Agreement shall be effective immediately or as otherwise provided by law. For the purposes of this Section, the term "just cause" shall have the same meaning as set forth in the Rantoul Code.

(b) In the event the Appointee desires to terminate his employment and this Agreement by voluntarily resigning or retiring from the position of Chief of Police of the Village, such voluntary resignation or retirement shall be by written notice directed to the Village at least sixty (60) days in advance of any such voluntary resignation or retirement, provided, however, that the Appointee agrees to use his best efforts to provide such written notice at least one hundred twenty (120) days in advance of any such voluntary resignation or retirement.

Section 10. Default, Costs, Expenses and Attorneys' Fees. In the event of the failure of either the Village or the Appointee to perform any of the material obligations imposed upon them respectively under this Agreement, the party not so in default shall have the right, in addition to any other right specified in this Agreement, to any other lawful remedy as provided by law. Should it become necessary for such party not so in default to employ an attorney to enforce any of the material obligations imposed upon or undertaken by the other party under this Agreement, such party not so in default shall be entitled to collect any and all reasonable costs and expenses of any such enforcement action, including reasonable attorneys' fees.

Section 11. Notices and Communications. All notices, demands or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, or (ii) personally delivered, in each case, to the Village and the Appointee at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (1) if to the Village, at Village of Rantoul, Municipal Building, 333 South Tanner Street, Rantoul, Illinois 61866, Attn: Village President; and
- (2) if to the Appointee, at the Police Department, 109 E. Grove Street, Rantoul, Illinois 61866 or [to be designated by Appointee in writing once residency is established], Rantoul, Illinois 61866.

Section 12. Illinois Law. This Agreement shall be deemed to be a contract and agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

Section 13. Written Modification. Neither this Agreement, nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both the Village and the Appointee.

Section 14. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 15. Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses sections or other provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part hereof.

Section 16. Home Rule Authority. The provisions of this Agreement are an exercise by the Village of its power and authority as a home rule unit of local government and anything to the contrary in the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.) or the Rantoul Code to the contrary is hereby superseded by such provisions.

Section 17. Effective Date; Term. This Agreement shall become effective upon its execution and delivery by the last of the Village and the Appointee to date, execute and deliver this Agreement as provided below, and shall continue until terminated by the Village or the Appointee as provided in Section 9 hereof.

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

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

Dated: December _____, 2015

By: _____
Charles Smith, Village President

ATTEST:

Michael P. Graham, Village Clerk

ERMAN BLEVINS

Dated: December _____, 2015

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE <u> </u> OF <u> </u>
--------------------	---------------------------------

ITEM: Water Utility Rate Review Findings	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: December 14, 2015
SUMMARY HIGHLIGHTS: <p>This Agenda Item provides for the consideration of the Village of Rantoul Public Works cost of service review of the Village's water utility. Public Works evaluated the water utilities' financial position and the outlook for the Village's water treatment, distribution and fire protection costs and provides for the Village Board of trustee's the recommendations attached.. This type of review is typically conducted every three (3) years, but had not been performed since 2006 with the last rate adjustment occurring in May of 2008.</p> <p>Public Works Staff presented rate recommendations at December 1st Study Session and a further discussion of orate options at the December 8, Board Meeting. It was the Village Board's consensus that the original Rate recommendation from the December 1st Study Session would be brought forward for consideration in January 2016.</p> <p>The new rates are proposed to go into effect May 1st, 2016.</p> <p>The recommended structure of water rates is attached for your review and consideration.</p>	
RECOMMENDED ACTION: Authorize the approval of the attached water rates and making the rates effective as of May 1 st 2016.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.	VILLAGE ADMINISTRATOR:
AGENDA PAGE NUMBER:	

Proposed Water Rates

	Current Charges	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21
Volume Charge	\$3.07	\$3.62	\$3.68	\$3.85	\$4.03	\$4.23
Residential Customer Charge	\$3.10	\$6.17	\$6.37	\$6.85	\$7.14	\$7.25
Commercial Customer Charge 1"	\$6.50	\$14.41	\$14.92	\$16.17	\$16.90	\$17.19
Commercial Customer Charge 1.5"	\$6.50	\$30.69	\$31.85	\$34.66	\$36.29	\$36.95
Commercial Customer Charge 2"	\$6.50	\$53.03	\$55.10	\$60.08	\$62.99	\$64.15
Industrial Customer Charge 3"	\$21.00	\$115.86	\$120.52	\$131.74	\$138.28	\$140.90
Industrial Customer Charge 4"	\$21.00	\$202.92	\$211.20	\$231.15	\$242.77	\$247.43
Industrial Customer Charge 6"	\$21.00	\$449.67	\$468.30	\$513.19	\$539.34	\$549.82
Village Customer Charge	\$3.10	\$30.69	\$31.85	\$34.66	\$36.29	\$36.95