

**Rantoul Village Board of Trustees
Regular Board Meeting
Louis B. Schelling Memorial Board Room
Rantoul Municipal Building**

**June 12, 2018
6:00 pm**

Order of Business

Board Packet Page(s)

1. Call to Order – Mayor Smith
Invocation - Pastor Barry Hinkle, Christian Life Community Church
Pledge of Allegiance
Roll Call
2. Approval of Agenda
3. Recognition of Retirement – Officer Bert Richter
4. Public Participation
Citizens wishing to address the Village Board with respect to any item of business listed on the agenda or any matter not appearing on the agenda are asked to 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 item.

Section A – Consent Agenda

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

(A) Approval of Minutes, Regular Study Session, May 1, 2018	17-18
(B) Approval of Minutes, Regular Board Meeting, May 8, 2018	20-23
(C) Approval of Minutes, Special Board Meeting, May 24, 2018	24-25
(D) Affirmation of Department Heads	1
(E) Affirmation of Committee Appointments (Exhibit A)	2

Note: All minutes are drafts until approved at the May 8, 2018 Board Meeting. The Village is required to post the approved minutes on their web site within 30 days of approval.

6. Approval of Any Items Removed from Consent Agenda

Section B – Consideration of Bids, Contracts & Other Expenditures

7. Approval of bills and monthly Financial Reports

Order of Business *Board Packet Page(s)*

- 8. Motion to approve EDA Revolving Loan renewal for [Amerinvest](#) – \$375,374.31 for 6.5 years at 4% 37-38

- 9. Motion to authorize and approve the purchase and replacement of [condensing unit and air handler](#) for Village Board Room and hallway – Duden & Silver, Inc. - \$46,081.00 48-50

- 10. Motion to authorize and approve contract with Cross Construction for Roadway improvements along [Willow Pond Road](#) - \$995,100.90 51-74

- 11. Motion to authorize and approve [Change Order](#) on roof project at 505 Condit – Filotto Construction, Inc. - \$117,760.00 98-105

Section C – Consideration of Ordinances & Resolutions

- 12. Motion to pass [Ordinance No. 2571](#), AN ORDINANCE SUPPLEMENTING AND AMENDING ORDINANCE NO. 2462, AN ORDINANCE ESTABLISHING A NEW [ENTERPRISE ZONE](#) IN AND FOR THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS 31-36, 117-121

- 13. Motion to pass [Ordinance No. 2572](#), AN ORDINANCE AMENDING SCHEDULE FOR FEES AND RATES FOR [MUNICIPAL WASTE COLLECTION](#) – CHAPTER 40 26-29

- 14. Motion to pass [Ordinance No. 2573](#), AN ORDINANCE ASCERTAINING THE [PREVAILING RATE OF WAGES](#) FOR THE PUBLIC WORKS OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS AS OF JUNE 5, 2018 30, 122-131

- 15. Motion to pass [Ordinance No. 2574](#), AN ORDINANCE GRANTING A REQUESTED [GENERAL VARIANCE](#) UNDER THE VILLAGE OF RANTOUL ZONING ORDINANCE (710 W. Champaign Avenue, Rantoul, Illinois) 83-97, 132-133

- 16. Motion to pass [Ordinance No. 2575](#), AN ORDINANCE AMENDING SECTION 14-66 OF THE RANTOUL CODE 106-108, 134-136

- 17. Motion to pass [Resolution No. 6-18-1256](#), A RESOLUTION AUTHORIZING AND APPROVING A [GRANT AGREEMENT](#) BETWEEN THE VILLAGE OF RANTOUL AND THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY REGARDING THE CREATION AND OPERATION OF A LAND BANK 39-41

Order of Business

Board Packet Page(s)

18. Motion to pass [Resolution No. 6-18-1257](#), A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH IPBC ON [TERMINATION MATTERS](#) 3-16, 137-139
19. Motion to pass [Resolution No. 6-18-1258](#), A RESOLUTION ACKNOWLEDGING DELIVERY OF A CERTAIN [QUIT CLAIM DEED](#) FROM THE UNITED STATES AND AUTHORIZING THE ACCEPTANCE THEREOF 78-82, 140-173

Section D – New Business

Discussion of any items of new business not listed upon the formal agenda. No formal action will be taken on these items during this proceeding.

Section E – Public Announcements

Section F – Adjournment

20. Motion to Adjourn

Statement Regarding Compliance with the Americans with Disabilities Act (ADA)

The Village of Rantoul wishes to ensure that its programs, services, and activities are accessible to individuals with disabilities. All Village Board meetings are wheelchair accessible. Persons who require an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the Village of Rantoul should contact the ADA Coordinator at (217) 892-6821. TTY users should dial 7-1-1 or call the Illinois Relay Center at 1-800-526-0844 (TTY) or 1-800-526-0857 (V). TTY users requiring Spanish language assistance should call 1-800-501-0864 (TTY).

We would appreciate advance notice of at least 48 hours for any requests to receive an agenda in an alternate format or other types of auxiliary aids and services.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE	OF														
ITEM: Department Head Appointments	DEPARTMENT: Mayor															
AGENDA SECTION:	AMOUNT:															
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: June 5, 2018															
SUMMARY HIGHLIGHTS:																
<p>Annual Department Head Appointments</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Administrator</td> <td style="width: 50%;">Rick Snider</td> </tr> <tr> <td>Comptroller</td> <td>Pat Chamberlin</td> </tr> <tr> <td>ESDA Coordinator</td> <td>Danny Russell</td> </tr> <tr> <td>Fire Chief</td> <td>Ken Waters</td> </tr> <tr> <td>Police Chief</td> <td>Anthony Brown</td> </tr> <tr> <td>Public Works Director</td> <td>Greg Hazel</td> </tr> <tr> <td>Recreation Superintendent</td> <td>Luke Humphrey</td> </tr> </table>			Administrator	Rick Snider	Comptroller	Pat Chamberlin	ESDA Coordinator	Danny Russell	Fire Chief	Ken Waters	Police Chief	Anthony Brown	Public Works Director	Greg Hazel	Recreation Superintendent	Luke Humphrey
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ESDA Coordinator	Danny Russell															
Fire Chief	Ken Waters															
Police Chief	Anthony Brown															
Public Works Director	Greg Hazel															
Recreation Superintendent	Luke Humphrey															
RECOMMENDED ACTION: Affirm appointments																
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR															
																
AGENDA PAGE NUMBER:																

Agenda Item - June 5, 2018

Attachment A - Board, Committee & Commission Appointments
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Citizens Advisory Committee

Appoint Sara Brown for a term expiring in 2019

Fire and Police Commission

Reappoint David Sherrick for term expiring 2021

Micro Loan Review Committee

Appoint Herman Fogal for term expiring 2019

Reappoint Connie Nelson for term expiring 2021

Police Pension Board

Reappoint Gwen McMorris for term expiring 2020

Revolving Loan Fund Review committee

Appoint Herman Fogal for term expiring 2019

Reappoint Connie Nelson for term expiring 2021

Scholarship Committee

Reappoint Margurette Carter for term expiring 2021

Reappoint Denny Long for term expiring 2021

Reappoint Herman Fogal for term expiring 2021

Storm Drainage Committee

Reappoint Joe Bolser for term expiring 2021

Reappoint John Reale for term expiring 2021

Reappoint Ron Loy for term expiring 2021

Tree Commission

Reappoint J D Roessler for term expiring 2020

Reappoint Lorraine Wirges for term expiring 2020

Reappoint Leonard Wirges for term expiring 2020

Appoint Joan Weichel for term expiring 2020



Mayor Charles Smith

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE _____ OF _____

ITEM: IPBC Exit / Runoff Agreement	DEPARTMENT: Administration
AGENDA SECTION: Administrator	AMOUNT: \$535,793
ATTACHMENTS: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents	DATE: May 30, 2018
SUMMARY HIGHLIGHTS:	
<p>In March 2018, the Village advised the Intergovernmental Personnel Benefits Cooperative (IPBC) of its intention to withdraw from the organization. IPBC is in agreement with the withdrawal and has begun the process to terminate the Village's membership.</p> <p>As part of the exit process, the Village must provide for the reimbursement of its terminal liability (i.e. accumulated losses) as well as pay for runout claims. These are claims that will fall within the policy coverage period (through June 30, 2018) but may not have been submitted or processed completely at the time of policy termination. As of October 2017, our estimated liability was \$433,952. The transition to the statewide pool has been beneficial in reducing our obligations; unfortunately, continued negative claims experience has resulted in increased liabilities. After allowances and inclusion of recent losses, along with estimated additional claims during the run off period, the final payment due to IPBC is \$535,793.</p> <p>As you may recall, the intention of changing health insurance in the current year rather than a future year was to stanch these losses and use the savings from the favorable rates offered by Health Alliance to partially offset the losses incurred. Our negative claims experience may result in an increase in the final numbers for the new policy. However, the most important factor for the Village is to reduce the fundamental cost of care through the discount rate, something that is not possible by maintaining the current insurer.</p>	
RECOMMENDED ACTION: Approve Resolution to execute agreement with IPBC to process run-off claims and to amend the FY19 budget to pay obligations associated with termination of IPBC membership.	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR 



Reference

Richard S. Snider
Village Administrator

333 S. Tanner Street
Rantoul, IL 61866

Phone 217.892.6801

INTEROFFICE MEMORANDUM

To: Honorable Mayor and Trustees

From: Rick Snider *Rick*

Date: 24 February 2018

Subject: CONFIDENTIAL: Health Insurance Change Proposal

This memorandum discusses a proposed change in the Village's health insurance plan. The current plan is, in my opinion, no longer a sustainable option and the Village must make a change in its plan, insurer, or both to protect the finances of the Village.

BACKGROUND

As you are aware, the Village opted to join the Intergovernmental Personnel Benefits Cooperative (IPBC) in February 2016 as part of a solution to contain its health insurance costs.

Since early December, I have been working with staff regarding a number of issues related to our membership in IPBC and the self-funded health insurance program we utilize through the cooperative. When I joined the Village, staff brought a number of issues to my attention concerning ongoing service lapses impacting our employees. These include repeated unexplained terminations of coverage, failures to reimburse employees for covered expenses in a timely manner, and inadequate provider network coverage; I have attached a summary document that was sent to IPBC in December.

In addition to service issues, I have also learned about our deteriorating financial position within the cooperative. During the period from July 2016 through October 2017, the Village's accrued liability totaled \$433,952. The Village has seen some very large claims over the past two years, including an organ transplant, that have caused our claims to skyrocket. In the twelve-month period ending 30 November 2017, total claims before allowances were \$2,563,000. After discounts, the claims totaled \$1,547,625. Premiums paid are approximately \$1,483,677 per year using the current rate. Our loss ratio (i.e. the proportion of claims to premiums paid) is well in excess of 100%.

The Mayor and I along with staff attended the Eastern Will Benefit Cooperative (EWBC) sub pool meeting on December 20th. This sub pool is where Rantoul was placed by IPBC for its initial membership period. The sub pool members have been very concerned about the impact of Rantoul's claims experience on the group's reserves. Rantoul represents about 40% of the lives insured in the sub pool, which means that the Village has an outsized influence upon the entire group. The sub pool reserve, accumulated over a number of years, was being rapidly depleted due to Rantoul's losses.

It became clear that keeping Rantoul in the sub pool was not sustainable financially and that action was necessary. Therefore, the sub pool proposed and IPBC approved the transition of the Village into a full, individual membership in the statewide cooperative. The Village may accept this proposal by adopting the IPBC bylaws through an ordinance in March.

However, I have a number of concerns about moving forward with IPBC. As stated earlier, the customer service problems have been identified and escalated to the top management of IPBC, but we are still not seeing a resolution. Furthermore, the broker staff has not been very helpful in obtaining utilization data to which the Village has a right to review. This includes provider usage, claim types, and other relevant data we need to help us manage our self-funded insurance.

More importantly, while our overall claims experience should improve, the Village is at a significant disadvantage due to the relationship of the insurer, United Healthcare (UHC), to the provider network in central Illinois. UHC has a discount rate with Carle that appears to be much lower than those of other insurers. For example, for the period December 2016 through November 2017, the average discount rate was 39.6%. Health Alliance typically has a discount percentage with Carle that is in the mid-60% range. BlueCross BlueShield has a discount rate between 53-57% at Carle. Health Alliance discounts would be less if claims for non-Carle facilities are included but would likely be more in line with BlueCross BlueShield. The disparity, which has been acknowledged by Gallagher Benefit Services (the broker for IPBC), is likely driving as much as 50% of the total losses incurred by the Village.

In the normal course of the events, a rule of thumb for health insurance claims is that out of a five-year period, two years will have very large claims, two years will have better than average claims, and one year will be average. The odds are that the Village will have a better experience in the next few years. However, with the discount disparity, it is likely that the losses will not decrease sufficiently to avoid driving the cost of claims higher nor will it stop further large increases in our premiums paid to UHC. The proposed increase for FY2019 is 15.9% or about a \$235,000 increase, the maximum possible under IPBC rules. The prospects for another large increase in FY2020 are high given that we have at least one family in the subscriber group with health issues that are typically long-term in nature.

Furthermore, IPBC rules require that cooperative members achieve a positive fund balance for their account within six years or they must pay an additional amount necessary to cover the deficiency. Rantoul has four years to reduce its deficit in this scenario. That means we would need to have over \$100,000 in positive returns for each of the next four years in order to avoid a payoff requirement. The trends indicate we are likely to accrue additional losses going forward until the premiums rise to a level that generates positive returns. In the end, the Village will be paying much larger premiums to achieve this result.

While the pooling concept is helpful in reducing large spikes in insurance costs over the long-term, it is not immune to the basic costs of the health care coverage. In our case, the central Illinois market is controlled by the major player, Carle. The discount disparity along with an incomplete provider network leaves the Village and its employees subject to higher base costs for health care in the future.

The Village has limited options for managing its health care costs. There are only four insurers that are feasible vendors in this area: Health Alliance (HAMP), BlueCross BlueShield (BCBS), UHC, and Aetna. BCBS is available through IPBC and has better discount contracts in place; however, Carle Physicians Group will not contract with BCBS for its primary care physicians in Champaign, Urbana, and Mahomet. This means that using BCBS would require employees with Carle PCP selections to find a different in-network physician. However, all Carle specialists as well as the hospital are in-network with BCBS. Aetna has a very similar network to Carle and does include their PCPs; however, Aetna has indicated that they are not interested in bidding on the Village's business at this time. Thus, that leaves UHC and HAMP as the two best options for the Village to consider. Frankly, remaining with UHC through IPBC is not a very attractive proposition.

Before we make a final decision, we are exploring the possibility of using BCBS through IPBC. We have requested disruption reports from BCBS to determine if any of our employee's providers would not be in-network with the switch. The initial report run indicated that 99% of the providers would be in-network. I have identified all of the Carle family practice, internal medicine, and OB/GYN providers and asked for verification that they are in-network as past practice indicates they don't accept BCBS insurance. On Tuesday this week, we are going to discuss this proposal with representatives of the two unions to get feedback and address questions and concerns.

PROPOSAL

I propose that the Village exits IPBC and returns to a fully-insured medical plan, under the following provisions:

1. The Village offer two plans to employees through Health Alliance: a comprehensive plan as we currently have; and a second, basic plan with higher deductibles and lower premiums.

The Village has received quotations from HAMP for a number of different plan options. The comprehensive plan would improve plan benefits by reducing the co-pays from \$75 per visit to \$25 (primary care) or \$50 (specialist). The emergency room co-pay would drop from the current \$750 to \$200 per visit. The high level of in-network claims (over 99%) indicates that we can make better use of dollars by moving into the POS plan and obtaining lower co-pay amounts for services.

2. Pay IPBC terminal liability. We have sufficient assets in the General Fund reserves to cover the expected amount, currently estimated at \$433,852. The final amount due depends upon plan performance from November 1, 2017 through the end of our plan year. The costs avoided on paid premiums by switching insurance (approximately \$235,000) will offset a large portion of the terminal liability due to IPBC.

3. Increase single coverage employee contributions to achieve greater parity for spouse and family coverage subscribers. There is a large disparity in the amounts paid by employees for their health care coverage. Single coverage employees pay only 1% of their premiums, while employees with spouse (+1) coverage pay about 27% of their costs, and employees with family coverage pay about 33% of their costs. The Village currently pays \$8754.96 per year for each employee on single coverage. Most employers today do not pay 100% of premiums and it is appropriate that employees bear a larger portion of the insurance plan costs, both to relieve some of the cost burden and also to increase awareness of the actual benefit expense. Our extremely low contribution requirement (\$7.30/month currently for single coverage) is creating an incentive for employees to stay on the Village plan and get double coverage.

I propose that the contribution share be increased gradually over a four-year period so that wage increases will offset increased contributions. In no case will the increases cause an employee to "lose ground." A suggested increase matrix is shown below. Contribution amounts are based on the current premium; the actual contribution will be calculated each year at the time the premiums are finalized for the next fiscal year.

Year	Village Share	Employee Contribution	Employee Share	Annual Contribution
FY2019	96.0%	\$ 29.18	4.0%	\$ 350.20
FY2020	93.0%	\$ 51.07	7.0%	\$ 612.85
FY2021	89.0%	\$ 80.25	11.0%	\$ 963.05
FY2022	86.0%	\$ 102.14	14.0%	\$ 1,225.69
FY2023	83.0%	\$ 124.03	17.0%	\$ 1,488.34
FY2024	80.0%	\$ 145.92	20.0%	\$ 1,750.99

4. Provide opt-out incentives to employees whom do not wish to use our insurance. Employees with alternative coverage options such as insurance through their spouse's employer could take advantage of a new incentive program. The Village could offer annual incentive payments of \$1500 for employees opting-out of single coverage; \$2000-2500 could be offered to those opting-out of spouse or family coverage. This could significantly reduce the pool of subscribers and the Village's overall benefit expense. Other area municipalities and employers offer this benefit to their employees.

BENEFITS

- Higher discount rate reduces costs for both the Village and employees and should drive lower premium increases in the future.
- Improved coverage with lower co-pays and co-insurance; more local options in network; elimination of many facilities fees.
- Employee cost-sharing will encourage greater awareness of insurance costs.
- Prevents continued losses due to disparity in discount.
- Improved customer service for employees.
- Employees that don't utilize our insurance and have options through their spouse may opt out.

ALTERNATIVES AND CONSEQUENCES

Alternative 1: Remain a member of IPBC and retain BCBS as the carrier.

This alternative would allow the Village to take advantage of being a pool participant and the ability to leverage the statewide reserves to mitigate risk and gradually reduce insurance cost increases to a more moderate rate. It would also potentially address the customer service issues that employees are experiencing with the incumbent. Also, BlueCross BlueShield has a significantly higher discount rate negotiated with our providers and would expand our local network to include Christie Clinic.

The major downside of this scenario is, as previously mentioned, that Carle primary care physicians are not in-network with BCBS, and it would require most of our employees to select a new doctor (pediatrician, family medicine, internal medicine) to obtain in-network benefits. On average, most patients see their primary care physician once per year. This may not be a huge issue with our employees, but it could be. BCBS does have in-network coverage with Carle Foundation Hospital, and all specialists.

**INTERGOVERNMENTAL PERSONNEL
BENEFIT COOPERATIVE AND
RESIGNING MEMBER OR RESIGNING SUB-POOL
MEMBER AGREEMENT ON TERMINATION MATTERS**

1. Withdrawal Action and Acceptance: The Corporate Authorities of _____ (hereinafter the "Resigning Member" or "RM"), in a record vote, approved withdrawal from its membership in the Intergovernmental Personnel Benefit Cooperative or one of its Sub-Pools (hereinafter the "IPBC" or "Cooperative"), effective June 30, 2018. The RM has provided notice in writing to IPBC. The IPBC has accepted the RM's notice of withdrawal, and the parties have entered into this voluntary Agreement to deal with issues relating to the termination.

2. Continuing Payments Until Withdrawal: The RM agrees to timely pay IPBC in the normal course of business the balance of its monthly premium and other standard payments at current rates for IPBC-sponsored coverages continuing through the withdrawal date.

3. Termination of Use of IPBC's Own Funds: If all of RM's financial obligations are met, IPBC agrees to see to the process and payment, through the established claims payers, of all benefit claims arising under the RM's coverage with IPBC for covered services until June 30, 2018. After termination, any sharing of claims among Members which uses a banding formula or debits and credits shall cease and all claims shall be the sole responsibility of the RM. No part of this Agreement modifies or amends any contract between the IPBC and any of its vendors or service providers.

After the date of the RM's withdrawal from IPBC on June 30, 2018, no run-off claims of the RM need to be processed or paid by the IPBC or vendors in the absence of compliance by RM of the terms of this Agreement, and which are also consistent with the contracts of the

vendors who are referred to as "Payor" or Health Claim Administrator "HCA." Run-off claims are those claims of covered parties which were incurred during the time that the RM was a Member of the IPBC, but were not paid prior to termination.

The contracts between the IPBC and the Payor of some of the IPBC's Health, Dental, Prescription Drugs Programs or Life Insurance Programs may provide that the IPBC is responsible for certain payments to the Health, Dental, Prescription Drugs or Life Insurance Payor for run-off benefit claims and administrative costs for a continuing period. Since the RM benefits from such coverages, it will be responsible for the payment to the IPBC for all of such run-off claims. All estimated payments due under this paragraph shall be paid by RM to the IPBC when this Agreement is approved by its Corporate Authorities by Resolution or Ordinance and delivered to the IPBC for its signature. In the case of some RM, the payment may be made by permitting the IPBC to transfer estimated RM surplus funds into accounts for the payment of run-off claims. For RM with no or inadequate estimated surplus funds, the RM shall be required to transfer by check or wire transfer the run-off estimate funding shown on Appendix A less any transferred agreed-upon surplus funds. Delinquent payments under this paragraph or otherwise required under this Agreement shall be subject to the interest obligations provided for in Article XI of the IPBC Contract and By-Laws. Any amounts paid in error shall be returned within 30 days of written notice of the overpayment.

4. Run-off Claim Payments: With regards to this RM, the IPBC has entered into a Contract for the payment of the largest portion of run-off claims with a Health Claim Administrator (HCA) which has administered and paid health claims for the RM during the last fiscal year of its Membership in the IPBC. The Contract entered into between the IPBC and the HCA provides for an arrangement under which if the RM does not remain a Member of the IPBC, termination run-off payments will be made during a fixed run-off period of one year.

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There may be other provisions within existing Contract or Contracts between the IPBC and the HCA which may also relate to the run-off or termination. These shall bind the RM. Since the RM as a MEMBER or an entity as a MEMBER of a Sub-Pool has authorized by its vote for the execution of the Agreement on its behalf with the HCA, under the Contract and By-Laws of the IPBC it is responsible after termination for any of the obligations or payments under the health plan to be administered which are part of those Contracts. If the initial estimated payment of run-off claims is not sufficient to pay claims during the one year run-off period, RM shall pay additional required amounts each time sought within five business days after written notice of the additional amount required. If adequate funds are not received by the IPBC, which will make payments to the HCA, the payment of run-off claims may, at the complete discretion of the IPBC, stop.

In addition to the initial claim payments or deposits and additional amounts in excess of those amounts, the RM shall be required to pay all administrative fees provided for within the Contract between the HCA and the IPBC or the RM along with separate fees to the IPBC at the rate of \$2.10 per employee per month for three months after termination but paid as a single up front payment. The RM shall also pay Gallagher fees for any services requested in addition to those agreed to by Gallagher to be performed without a charge. Any failure to make any of the required payments, shall be dealt with in accordance with this Agreement and the Contract and By-Laws of the IPBC or any decision regarding such issues reached by the Executive Board or the Board of Directors of the IPBC under its contract with the HCA and in accordance with the responsibilities of the RM with regard to the IPBC. The IPBC or the RM may have entered into contracts which require payments for reporting or services after the date of termination which are not specifically referenced in this Agreement. The responsibility for the payment of any additional reporting or services which are required or requested by the IPBC or a Member from

any entity providing services to the IPBC or the Member after termination shall be the financial responsibility of the Member payable in the manner provided for other payments herein.

5. End of Excess Payments: The IPBC excess insurance policies cover payments in excess of certain amounts during the fiscal year of July 1, 2017 – June 30, 2018. Any claim, which would have qualified for payment from the prior in force excess insurance after the RM termination date of June 30, regardless of date incurred, are not covered under these excess insurance policies. The RM shall have full responsibility for funding all claims previously paid by excess insurance prior to RM termination even when incurred prior to the termination date but not paid prior to the termination date in accordance with the reasonable practices of an excess insurance company.

6. Hold Harmless and Indemnify Obligations of RM: As a result of the IPBC's entrance into this Agreement to provide certain run-off coverages, the RM agrees that it will hold the IPBC, its officers, Members, directors, auditors, attorneys, staff and/or consultants ("Covered Entities") entirely harmless and will make no claim against the IPBC and indemnify and pay the defense of the IPBC in the event that any party other than the RM including but not limited to covered benefit recipients makes a claim against the IPBC for funds allegedly due from the IPBC or which, by Contract would have been the responsibility of a Payor, HCA or an excess insurance carrier. If a dispute should arise regarding any such payments it shall be the full and complete responsibility of the RM, if it believes that it is entitled to any funds, to bring its own claim or action against that the Payor, HCA or Excess Carrier or others and to hold the IPBC and the Covered Entities entirely harmless and not responsible for such claim. The RM may request an assignment of rights which the IPBC may have for a claim against that party but the IPBC shall only make the assignment if the IPBC is adequately protected from any claims or costs arising out of that assignment and litigation. If a RM is required by a Payor or HCA at the

conclusion of the run-off period to sign a hold harmless agreement, it shall do so or shall assume full responsibility for any claim, demand or suit from a Payor or HCA arising out of such refusal.

7. Termination of Sub-Pool Members and Listed Entities: Article III of the Contract and By-Laws document of the IPBC contains the following language. "The MEMBER which lists entities shall, however, be the sole MEMBER of the COOPERATIVE and shall be responsible for all costs and duties of Membership provided herein. The MEMBER may make such arrangement as is desired with Members of a Sub-Pool or the listed entities regarding the manner of payment, sharing of risks and duration of such arrangement. Such arrangement is not a part of this Contract and By-Laws." In accordance with such agreed-upon contractual language, it shall be the responsibility of the RM to convey such information as it desires to a listed entity and to arrange such duties and responsibilities of the listed entity to the RM on termination as has been or shall be agreed upon. With regards to any listed entity or entities, in accordance with the Contract and By-Laws, the IPBC shall treat those entities on termination as if they were a part of the Member.

The same responsibilities shall be that of a Sub-Pool regarding any entity which is a member of a Sub-Pool and chooses to withdraw from the Sub-Pool. A Sub-Pool member, which executes this Agreement, shall have its sole right to enforce this Agreement through the actions, if chosen to be enforced, by the Sub-Pool which is the only proper Member of the IPBC.

8. Continuing Status of Audit Process for Termination Year: The parties recognize that IPBC's Contract and By-Laws in Article XVII provides for annual audits of IPBC as of the close of IPBC's fiscal year, in this case June 30, 2018. Such audits which historically take many months to have prepared and approved by the IPBC, may conclude that funds are owed by the RM to IPBC or by IPBC to RM. The audits shall be conducted on the basis of generally accepted accounting principles. The parties shall make any payments due as a result of the audit

as provided in the Contract and By-Laws, and subject to the interest obligations provided for in Article XI of the IPBC Contract and By-Laws. The RM shall be provided with a copy of the audit. The IPBC Board of Directors or Executive Board, if so authorized, may provide interim payments to those RM whose pre-audit financial data may indicate, at the IPBC's discretion, the ability to allow preliminary surplus fund repayments to the RM.

9. Agreement Resolving All Termination Issues: This Agreement shall resolve all disputes of the IPBC, its Members, officers and consultants and RM, and its officers regarding RM's manner of withdrawal and the parties have resolved all disputes or claims regarding that withdrawal herein, other than any disputes which may arise regarding payments made or due during the run-off period, which may arise regarding the implementation and interpretation of this Agreement and any disputes that may arise as a result of the final audit for the fiscal year ending June 30, 2018. In the event that the RM should, in spite of the provisions of this Agreement seek to sue or file an administrative action against the IPBC, its Members, and/or Covered Entities in relationship to disputes regarding its Membership in the IPBC or the terms and conditions of this Agreement, and the court or agency should determine that the parties complained against by the RM or its officers, employees, dependants or retirees are not at fault, the party or parties bringing the suit or action shall reimburse the Covered Entities herein granted protection, their full reasonable attorney's fees and costs. This Agreement is not, however, intended to establish any rights in third parties not signatories to this Agreement.

10. Optional Transfer of Data to RM: At the end of the one year period, during which run-off claims will be paid by vendors, under this Agreement, a RM may request vendors to turn over to it records and data which will assist the RM in determining whether there are any other valid run-off claims which it wishes to pay. In some cases, the amount of the run-off claims, which may be paid, may best be determined with data regarding coverages and previous

payments made by a HCA or Payor. It shall be the responsibility of the RM, if it wishes to receive such data from an HCA or Payor, to contract with the HCA or Payor and negotiate for the payment due to an HCA or Payor for the data which the RM seeks. The IPBC agrees to assist the RM if it wishes to engage in that process, but such a contract or agreement for the turnover of such data shall be entirely between the RM and the HCA or Payor.

11. Mediation: In the event that there should be any dispute or disagreement about the terms or implementation of this Agreement, the IPBC and the Member shall choose a mediator to attempt to resolve the issue. If they cannot agree on a mediator, one shall be selected from a list of five persons submitted by the American Arbitration Association. Each party may strike the names of two persons. The parties shall split the cost of the mediation process which must be completed within 60 days unless extended by agreement. If mediation does not produce an agreed result, and the cause of action is not barred to the RM by hold harmless provisions of this Agreement, either party may sue and the venue shall be the Circuit Court of Cook County.

IN WITNESS WHEREOF, this Agreement is executed this Letter of Agreement this _____ day of _____, 20____. The effective date of the Agreement shall be the date of the approval by the last party to approve.

INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE

RESIGNING MEMBER,
OR RESIGNING CONTRACTUAL MEMBER
OF A SUB-POOL MEMBER

Appendix A - Village of Rantoul

Description	Admin Fund	Benefit Fund	HMO Fund	Terminal Reserve Fund	Total **
Account Balance as of July 1, 2017	\$551	(\$208,877)	\$0	\$2,373	(\$205,953)
IBNR as of July 1, 2017	\$0	\$133,506	\$0	\$0	\$133,506
Total Available as of July 1, 2017	\$551	(\$75,371)	\$0	\$2,373	(\$72,447)
Balances Used in FY 2017-18	\$0	\$0	\$0	\$0	\$0
Estimated Medical/RX Gain/Loss as of 3-31-18	\$0	(\$157,812)	\$0	\$0	(\$157,812)
Estimated Medical/RX Gain/Loss - April-June, 2018	\$0	(\$39,453)	\$0	\$0	(\$39,453)
Estimated Dental Gain/Loss as of 3-31-18	\$0	\$3,051	\$0	\$0	\$3,051
Estimated Dental Gain/Loss - April-June, 2018	\$0	\$763	\$0	\$0	\$763
Estimated Funds Available as of June 30, 2018	\$551	(\$268,822)	\$0	\$2,373	(\$265,898)
Estimated Medical Run-out Costs *	\$0	\$241,082	\$0	\$0	\$241,082
Estimated Dental Run-out Costs *	\$0	\$3,834	\$0	\$0	\$3,834
IPBC Admin Fee	\$813	\$0	\$0	\$0	\$813
UHC Admin Costs	\$24,166	\$0	\$0	\$0	\$24,166
Estimated Total Run-out Costs	\$24,979	\$244,916	\$0	\$0	\$269,895
Reserve Amount Under/Over Funded	(\$24,428)	(\$513,738)	\$0	\$2,373	(\$535,793)

The financial figures provided for above indicate that Village of Rantoul does not have sufficient reserve funds which can be transferred and utilized by the IPBC for the payment of run-off claims. Therefore, Village of Rantoul must pay an estimated amount for the payment of run-off claims and administrative expenses. Village of Rantoul will at the time of the execution of this Agreement, provide the IPBC with a wire transfer in the amount of \$535,793. This is an estimated amount for payment of run-off claims and administrative expenses and the Agreement provides for situations in which Village of Rantoul may be required to make additional payments to the IPBC to allow for the payment of run-off claims for a period of one-year if the amount of funds remaining from this estimate are extinguished or have reached a point at which the IPBC reasonably believes that additional funds

* Calculated using 150% of IPBC IBNR factors from prior Audit x the average policy YTD claim activity

** Illustrative and subject to change given actual April-June 2018 and fund balance activity

Rantoul Village Board of Trustees
Regular Study Session
May 1, 2018
6:00 P.M.

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

A regular Study Session of the Board of Trustees of the Village of Rantoul was held at 6:00 P.M. Mayor Smith called the proceeding to order.

Roll Call

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

Mayor Smith and Trustees Hank Gamel, Sam Hall, Terry Workman, Rich Medlen, Jennifer Fox and Chad Smith – 7.

The following representatives of Village Departments were also present: Rick Snider, Administrator; Pat Chamberlin, Comptroller; Ken Beth, Village Attorney; Tony Brown, Chief of Police; Ken Waters, Fire Chief; Luke Humphrey, Recreation Department Director; Greg Hazel, Director of Public Works; Jake McCoy Assistant Director of Public Works; Rebecca Motley, Economic Development Director and Elected Village Clerk Mike Graham.

Approval of Agenda

Trustee Medlen moved to approve the Agenda as amended and Trustee Hall seconded the motion. The Motion Passed by Roll Call Vote **6 – 0**.

Public Participation

Kristian Hopkins spoke about Fact Based Decision Making and how this could apply to the Village of Rantoul.

Jasmyne Boyce spoke about Village of Rantoul concerns and public statements.

Items from the Mayor

- Recognition of Rich Meden.
- Recognition of Justin Bouse promotion to Lt. at the Rantoul Police Department.

Items from Trustees

Trustee Medlen thanked the Board for his time of service.

Trustee Chad Smith inquired about Victor Torres Loan as well as the D & D Auto Loans. The Administrator indicated that work was starting due to the foul weather in April and should be completed by the end of June.

Trustee Workman spoke about a Budget Amendment to Transfer Central Maintenance Fund from Account No. 619 to 604.

Trustee Gamel spoke about best practices in the Central Maintenance Department with an authorized Fleet Manager. The Administrator indicated that any Fleet Manager would have to be certified by the National Fleet Manager Association.

Trustee Workman, again called for an RFQ be advertised for The Village of Rantoul Legal Services.

Items from the Clerk

Approval of the Minutes, Regular Study Session [April 3, 2018](#).
Approval of the Minutes, Regular Board Meeting [April 10, 2018](#).
Approval of the Minutes, Public Hearing, [April 17, 2018](#).
Approval of the Minutes, Special Board [Meeting April, 17, 2018](#).

The Board had no comments on these items and they will be taken to the Regular Board Meeting, Tuesday, May 8, 2018 for Approval.

Items from the Administrator

The Administrator, offered up the EDA Loan renewal - Amerivest for an additional seven years at 4%. The current loan balance is \$151,731.34 and all of the payments have been made on time for the last seven years. The Trustees then questioned the substituted collateral that was made when Amerivest sold Prairie Village. The Administrator indicated that the substituted collateral appraised value exceeded the loan balance when this event occurred. The Trustees seem satisfied with the explanation and this item will be taken to the Regular Board Meeting Tuesday, May 8, 2018 for approval.

“NOTE FROM RANTOUL VILLAGE CLERK, UNLESS OTHERWISE SPECIFIED BELOW ALL OF THE AGENDA ITEMS BELOW HAD LITTLE OR NO VILLAGE BOARD OF TRUSTEES DISCUSSION AND WILL BE TAKEN TO THE REGULAR VILLAGE BOARD MEETING, TUESDAY, May 8, 2018.”

- Approval of Bills and Monthly Financial Reports.
- Approval of the Addendum to the [Coldwell Banker Contract](#).

Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 6, to consider setting of a price for sale or lease of property owned by the public body AND pursuant to 5 ILCS 120/2 (C) 1, to consider employment compensation, discipline, performance, or dismissal of an employee or officer AND pursuant to 5 ILCS 120/2 (C) 11, to consider litigation, when an action against, affecting or on behalf of the public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

Trustee Hall moved to go into closed session and Trustee Medlen seconded the motion.

The Rantoul Village Board entered into closed session at 6:55 P.M.
The Rantoul Village Board returned to open session at 9:18 P.M.

Adjournment

There being no further business to come before the Board, Mayor Charles Smith declared the proceeding adjourned.

MEETING ADJOURNED AT 9:20 P.M.

Mike Graham
Village Clerk

APPROVED June 12, 2018

Charles Smith
Village President

ATTEST:

Mike Graham
Village Clerk

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois do hereby certify that the foregoing minutes are a true and correct copy of the Regular Study Session of the Board of Trustees held May 1, 2018, as the same appears on the records of the Village now in my custody and keeping.

Mike Graham
Village Clerk

Rantoul Village Board of Trustees
Regular Board Meeting
May 8 and continued to May 10, 2018

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

A regular Meeting of the Board of Trustees of the Village of Rantoul was held at 6:00 P.M. Mayor Charles Smith called the proceeding to order.

Invocation & Pledge of Allegiance

The Invocation was given by the Mayor Smith opening the meeting with a prayer. Following the invocation, Trustee Hall led the audience in recitation of the Pledge of Allegiance.

Roll Call

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

Mayor Charles Smith and Trustees, Hank Gamel, Sam Hall, Terry Workman, Jennifer Fox and Chad Smith - 6.

The following representatives of Village Departments were also present: Rick Snider, Administrator; Pat Chamberlin, Comptroller; Kenneth Beth, Attorney; Greg Hazel, Public Works Director; Jake McCoy, Assistant Public Works Director; Luke Humphrey, Recreation Department; Ken Waters, Fire Chief; Tony Brown, Chief of Police; Brenda Runyon, Neighborhood Services Director; Katie Johnston, Human Resource Director; and Elected Village Clerk Mike Graham.

Approval of Agenda

Trustee Hall moved to approve the [agenda](#) for the meeting. Trustee Workman seconded the motion. Motion carried, **5 - 0**.

Public Participation

Holly Sorey, from the Communication Workers of America Local 4202, spoke about the pending sale of the AT & T Building at 1 Aviation Way.

Dea Polchow, from the Communication Workers of America Local 4202, spoke about the sale of the AT & T Building. Ms. Polchow asked if the Village of Rantoul knew that the prospective buyer was currently under indictment in the State of California. Ms. Polchow then read off a list of names that the prospective buyer was associated with. Ms. Polchow then inferred that the prospective buyer was involved in hazardous environmental waste production and storage.

Amy J. Blaisdell spoke about the sale of the AT & T Building and the affect that this sale might have on the existing parking lot.

Jasmyne Boyce expressed concerns related to Chapter 20 of the Village of Rantoul Code of Ordinances and the lack of enforcement by the Village of Rantoul Staff.

John Williams, Area General Manager of the AT & T Call Center at 1 Aviation Way repeated at least twenty times that “management was not informed”, with respect to the proposed sale of the AT & T Building at 1 Aviation Way. Mr. Williams further stated that he had uprooted his family to take the General Management Position and move to Rantoul. Mr. Williams indicated that he had just completed interviewing and hiring 40 new employees at the AT & T Call Center and expected to hire another 60 employees by the end of the year. Mr. Williams was very upset that “management was not informed”, as AT& T has been a good Employer since 1993, creating many employment positions at the AT & T Call Center.

Wendell Golston spoke and said this problem needs to be fixed, as soon as possible.

“NOTE FROM THE RANTOUL VILLAGE OF CLERK. ALL OF THE AGENDA ITEMS LISTED BELOW CARRIED BY ROLL CALL VOTE OF 5 TO 0. UNLESS OTHERWISE NOTED BELOW.”

Motion to authorize and approve the refinancing of a loan to Amerivest \$151,731.34 for seven years at 4%. After a lengthy discussion about the specific parcels of Collateral and their appropriate legal descriptions this Agenda Item was tabled until the June meeting to give the staff time to review the collateral being offered for this refinancing.

Trustee Gamel moved that the Regular Meeting of the Village of Rantoul, Tuesday, May 8, 2018 be continued until 7:00 P.M., Thursday, May 10, 2018 to give the Village Real Estate Broker and Village staff time to investigate the concerns communicated about the proposed sale of the AT & T Building at 1 Aviation Way. Trustee Fox seconded the motion and the meeting was officially continued until Thursday, May 10, 2018 at 7:00 P.M. This motion was made at 7:15 P.M. Tuesday, May 8, 2018.

Roll Call, Thursday, May 10, 2018 at 7:00 P.M.

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

Mayor Charles Smith, Trustees, Hank Gamel, Sam Hall, Terry Workman, Jennifer Fox and Chad Smith – 6.

Public Participation

Jasmyne Boyce spoke.

Holly Sorey, From the Communication Workers of America Local 4202 spoke about the proposed sale of the AT & T Building.

The Mayor, Administrator and the Trustees indicated that they had investigated all of the concerns raised at the Tuesday, May 8, 2018 meeting with respect to the proposed sale of the AT & T Building at 1 Aviation Way and found nothing abnormal about the prospective buyer.

Motion to pass [Ordinance No. 2570](#), AN ORDINANCE AUTHORIZING AND APPROVING A CONTRACT FOR THE SALE OF REAL ESTATE, FIRST AMENDED AND RESTATED OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS (735, 801 and 909 Pacesetter Drive and 1 Aviation Center Drive). Trustee Fox moved for approval and Trustee Gamel seconded the motion.

The Clerk Called the Roll:

YEAS: Gamel, Workman, Fox and Chad Smith – 4.
NAYS: Hall – 1.
ABSENT: None.

The motion carried by a roll call vote of **4 – 1**.

Motion to pass [Resolution No. 5-18-1255](#), A RESOLUTION AUTHORIZING AND APPROVING AN ADDENDUM TO THE EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (Coldwell Banker Commercial Devonshire Realty). Trustee Fox moved for approval and Trustee Hall Seconded the Motion. The Clerk Called the Roll and the Resolution carried by a vote of **5 – 0**.

New Business

Trustee Chad Smith asked about reorganizing the Departments and the status of the Village Attorney.

Public Announcements

There will be a Town Hall Special Board Meeting on Tuesday, May 24, 2018 from 6:00 P.M. until 7:30 P.M. to be held at the Rantoul Township High School Cafeteria.

Mayor Smith indicated that a decision on the Missile located at the West Entrance on Borman Drive has been delayed pending consultations with the United State Air Force.

Adjournment

Trustee Fox moved for adjournment and Trustee Hall seconded the motion.

The Clerk Called the Roll and the Motion Passed **5 – 0**.

The Rantoul Village Board of Trustees adjourned at 8:21 P.M.

Approved June 12, 2018

Charles Smith
Village President

ATTEST:

Mike Graham
Village Clerk

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the forgoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held May 8, 2018 and continued on May 10, 2018 as the same appears on the records of the Village now in my custody and keeping.

Mike Graham, Village Clerk

**Rantoul Village Board of Trustees
Special Board Meeting
May 24, 2017**

**Rantoul High School Cafetorium
200 S. Sheldon Street**

A special Meeting of the Board of Trustees of the Village of Rantoul was held at 6:00 P.M.; Mayor Smith called the proceeding to order at the Rantoul Township High School Cafeteria.

Roll Call

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

Mayor Charles Smith and Trustees, Hank Gamel, Sam Hall, Terry Workman, Jennifer Fox and Chad Smith - 6.

The Elected Officials then went to stations in the Cafeteria to listen to individual citizens concerns

Public Participation

Jasmyne Boyce spoke about continued lack of Code Enforcement and Economic Development.

Deb Sweat spoke about the lack of Ethics and Leadership at the Village of Rantoul.

Trustee Hall moved to adjourn the Special Meeting of the Village of Rantoul and Trustee Fox seconded the motion.

The Clerk Called the Roll. The motions carried by a vote of **5 – 0**.

MEETING ADJOURNED AT 7:33 P.M.

Approved June 12, 2018

Charles Smith
Village President

ATTEST:

Mike Graham
Village Clerk

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the forgoing minutes are a true and correct copy of the Special Meeting of the Board of Trustees held May 24, 2018 as the same appears on the records of the Village now in my custody and keeping.

Mike Graham, Village Clerk

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: GARBAGE RATES	DEPARTMENT: FINANCE									
AGENDA SECTION:	AMOUNT: See below									
ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: May 30, 2018									
<p>SUMMARY HIGHLIGHTS: The Village of Rantoul contracted with Area Disposal Services, Inc. on August 1, 2015, for Village wide garbage services. At that time, the Village initially charged \$14.20 per resident from August 1, 2015, to present. The Village has been with this contractor for almost three years and the Village has absorbed the rate increases built into the contract from Area Disposal for two years. There will be another rate increase on August 1, 2018, for 3.01% and the Village needs to raise rates to cover our costs and to maintain a two month fund balance reserve.</p> <p>The proposal is to raise the rates on the utility bills that are sent out on August 1, 2018. All future increases will occur with the start of the fiscal year, on the May 1 utility bills. The proposed rate increases are as follows:</p> <table><tr><td>August 1, 2018</td><td>\$14.75</td><td>increase of 3.87%</td></tr><tr><td>May 1, 2019</td><td>\$15.30</td><td>increase of 3.73%</td></tr><tr><td>May 1, 2020</td><td>\$15.80</td><td>increase of 3.27%</td></tr></table>		August 1, 2018	\$14.75	increase of 3.87%	May 1, 2019	\$15.30	increase of 3.73%	May 1, 2020	\$15.80	increase of 3.27%
August 1, 2018	\$14.75	increase of 3.87%								
May 1, 2019	\$15.30	increase of 3.73%								
May 1, 2020	\$15.80	increase of 3.27%								
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR: 									

ORDINANCE NO. 2572

**AN ORDINANCE
AMENDING THE SCHEDULE OF CHARGES,
FEES AND RATES FOR MUNICIPAL WASTE COLLECTION
AS PROVIDED FOR IN CHAPTER 40 OF THE RANTOUL CODE**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 12th day of June, 2018, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. 2572

**AN ORDINANCE
AMENDING THE SCHEDULE OF CHARGES,
FEES AND RATES FOR MUNICIPAL WASTE COLLECTION
AS PROVIDED FOR IN CHAPTER 40 OF THE RANTOUL CODE**

WHEREAS, as provided in ARTICLE II, UTILITY SERVICE RULES AND REGULATIONS, of CHAPTER 40, of the Rantoul Code, the applicable charges, fees and rates for each of the public utility facilities of the Village of Rantoul, Champaign County, Illinois (the “**Village**”), including any for the electric, natural gas, water and wastewater systems and the municipal waste collection service, are to be set forth in a Schedule of Charges, Fees and Rates determined from time to time by the President and Board of Trustees (the “**Corporate Authorities**”) of the Village in a separate ordinance.

WHEREAS, under and pursuant to Ordinance No. 2429, passed and approved on June 9, 2015, the Corporate Authorities of the Village first established a monthly fee for municipal waste collection service in such Schedule of Charges, Fees and Rates; and

WHEREAS, the Corporate Authorities of the Village now find it necessary and desirable to amend the provisions under the caption of MUNICIPAL WASTE COLLECTION SERVICE in the Schedule of Charges, Fees and Rates.

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

Section 1. Adoption of Amendment. The provisions under the caption of MUNICIPAL WASTE COLLECTION SERVICE in the Schedule of Charges, Fees and Rates be and the same is hereby adopted to provide as set forth in the attached provisions which are incorporated herein by this reference thereto.

Section 2. Effective Date. This Ordinance shall become effective on August 1, 2018, following its passage, approval and publication as required by law and shall apply to all municipal waste collection service charges as set forth in the Schedule of Charges, Fees and Rates on and after such date.

Section 3. Publication. The Village Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form.

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

PASSED this 12th day of June, 2018.

Village Clerk

APPROVED this 12th day of June, 2018.

Village President

MUNICIPAL WASTE COLLECTION SERVICE

For each residential service	
For the period beginning:	
August 1, 2018	\$14.75 per month
May 1, 2019	\$15.30 per month
May 1, 2020	\$15.80 per month

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: PREVAILING RATE OF WAGES FOR PUBLIC WORKS	DEPARTMENT: FINANCE
AGENDA SECTION:	AMOUNT: See below
ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: May 30, 2018
<p>SUMMARY HIGHLIGHTS: During the month of June of each calendar year, the Village must have the prevailing rate of wages to be paid for work on Public Works projects to be approved by the board. The prevailing rate information is obtained from the Illinois Department of Labor.</p> <p>The prevailing wage information will be forthcoming at the June 12, 2018, meeting. This information will not be published until around the 5th of June.</p>	
DEPARTMENT HEAD APPROVAL:	VILLAGE ADMINISTRATOR:
	

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Enterprise Zone Expansion	DEPARTMENT: Economic Development
AGENDA SECTION:	AMOUNT: n/a
ATTACHMENTS: () Ordinance () Resolution () Supporting Documents	DATE: June 5, 2018
SUMMARY HIGHLIGHTS:	
<p>In late 2017, the Village approved a plan to engage a consultant to draft an application to the Department of Commerce & Economic Opportunity (DCEO) to expand the boundaries of the Village's Enterprise Zone approved in early 2017. At that time, the purpose of the expansion was to be able to institute a residential real estate tax abatement program for new construction, with the goal of spurring additional residential growth and ultimately increasing property values and the EAV of the Village.</p> <p>The application is ready to be submitted to DCEO and requires an approval ordinance from the Village as part of the package. Discussions with both school boards have begun; however, the expansion of the Enterprise Zone is not contingent on their agreement to participate in any residential tax abatement.</p> <p>This project represents an investment in the future residential and commercial growth of Rantoul. With the entire Village in an Enterprise Zone, even without a residential tax abatement program in place, additional incentives will be available for businesses in the form of sales tax rebates on new construction and real estate tax abatement for 5 years.</p>	
RECOMMENDED ACTION: Approval of an ordinance authorizing the Village's expansion of the Enterprise Zone to encompass the entire Village boundary.	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR 

ORDINANCE NO. 2571

**AN ORDINANCE
SUPPLEMENTING AND AMENDING ORDINANCE NO. 2462,
AN ORDINANCE ESTABLISHING A NEW ENTERPRISE ZONE IN AND
FOR THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS**

WHEREAS, on December 8, 2015, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village of Rantoul, Champaign County (the “**Municipality**”) passed and approved Ordinance No. 2462, entitled “An Ordinance Establishing a New Enterprise Zone in and for the Village of Rantoul, Champaign County, Illinois” (the “**Designating Ordinance**”), which such Designating Ordinance designated and established an enterprise zone (the “**Enterprise Zone**”) for the Municipality under and pursuant to the State of Illinois Enterprise Zone Act (the “**Act**”) and the Designating Ordinance; and

WHEREAS, on January 31, 2017, the Illinois Department of Commerce and Economic Opportunity (“**DCEO**”) issued an Enterprise Zone Certificate for the Enterprise Zone which provided that such Enterprise Zone shall be in effect for an initial fifteen (15) calendar years expiring on December 29, 3031; and

WHEREAS, the Corporate Authorities of the Municipality now find it necessary, desirable and in the best interests of the Municipality to supplement and amend the Designating Ordinance to add additional territory to the area of Enterprise Zone and to establish additional incentives for single-family residential projects within the area of the Enterprise Zone as supplemented and amended hereby.

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

That Sections 2, 3 and 6 of the Designating Ordinance be and the same are hereby supplemented and amended to provide as follows:

Section 2. Designation and Description of Zone Area. The Municipality hereby establishes a revised enterprise zone as defined in the Act (the “**Revised Enterprise Zone**”) pursuant to the authority granted to the Municipality by the Act and the approval by the DCEO. The boundaries of the Revised Enterprise Zone, which establish a revised “Zone Area”, are those set forth on the map attached hereto and incorporated by reference herein and marked **Exhibit A**.

Section 3. Findings. The Municipality hereby makes the following findings as a basis for determining that the Revised Enterprise Zone established by this ordinance qualifies as an “Enterprise Zone” in accordance with the provisions of the Act:

- (a) That due and sufficient public notice was published in *The Rantoul Press*, a newspaper of general circulation within the area of the Revised Enterprise Zone on February 28, 2018, and a public hearing concerning the Revised Enterprise Zone

was conducted on March 13, 2018 in the Board Room of the Municipal Building, 333 S. Tanner Street, Rantoul, Illinois, which address is located within the Revised Enterprise Zone established herein.

- (b) The Revised Enterprise Zone is a contiguous area;
- (c) The Revised Enterprise Zone comprises a minimum of one-half square mile and not more than twelve square miles in total area;
- (d) The Revised Enterprise Zone satisfies at least three of the tests for eligibility as set forth in the Act for designation as an “Enterprise Zone”; and
- (e) The Revised Enterprise Zone addresses a reasonable need to encompass areas within the Municipality.

Section 6. Incentives and Benefits Offered in the Zone Area. Following designation of the Revised Enterprise Zone by the DCEO, the Municipality, in an effort to facilitate the successful development of the Revised Enterprise Zone, hereby establishes the following incentives within the Revised Enterprise Zone for the period of the Revised Enterprise Zone:

- (a) *Real estate tax abatement.* That portion of real property taxes levied and imposed by the Municipality upon a parcel or parcels of real estate located within the Revised Enterprise Zone and upon which there has been the construction of new improvements or upon which there has been an expansion, rehabilitation or remodeling of existing improvements shall be abated; provided, however, that any abatement of taxes on any parcel or parcels within any redevelopment project area created pursuant to the Economic Development Project Area Tax Increment Allocation Act of 1995 or the Real Property Tax Increment Allocation Redevelopment Act (collectively, the “**TIF Acts**”) shall not be eligible for abatement under this subsection (a); and, provided further, that any abatement of taxes on any parcel or parcels shall not exceed an amount determined in accordance with the following provisions and shall be limited to the following projects:

Commercial, Industrial and Manufacturing Projects. New, expanded, rehabilitated or remodeled commercial (i.e., retail or service businesses) projects and new, expanded, rehabilitated or remodeled industrial or manufacturing projects shall receive abatement of one hundred (100) percent of the total increased EAV on the parcel or parcels for a period of five (5) years. A minimum of \$200,000 in improvement costs (\$66,667 of EAV) is required to be eligible for this abatement. Mixed-use projects shall only be eligible if at least 50% of the building square footage is dedicated to a commercial, industrial or manufacturing use.

Single-Family Residential Projects. Newly constructed single-family residential projects (single-family homes, townhomes, zero-lot-line units and duplexes) shall receive abatement of the following percentages of the total increased EAV on the parcel or parcels for a period of five (5) years:

Years 1-3: 100%
Year 4: 66%
Year 5: 33%

A minimum of \$75,000 in improvement costs (\$25,000 of EAV) is required to be eligible for this abatement.

(b) *Sales tax exemption.* The Municipality hereby authorizes claims for point-of-sale exemption of the Municipality's share of the Illinois Retailers' Occupation Tax by each retailer whose place of business is located within the Municipality's corporate limits who makes a sale of building materials to be incorporated into real estate located in the Revised Enterprise Zone for projects eligible for real property tax abatement under this Section. Receipts from such sales may be deducted when calculating the tax imposed pursuant to the Municipal Retailers' Occupation Tax Act. The incentive provided by this subsection (b) shall commence the first day of the calendar month following the month in which the Revised Enterprise Zone is designated and certified, and shall continue for the term of the Revised Enterprise Zone. The provision of this incentive by the Municipality shall automatically invoke the exemption of the State of Illinois on building materials sold and eligible in connection with such sale for exemption in accordance with Section 5k of the Retailers' Occupation Tax Act (35 ILCS 120/5k), as supplemented and amended.

In order to receive this exemption (which is provided through the building materials retailer), the following criteria must be met:

1. The building materials must be purchased through a legitimate building materials retailer or distributor; and
2. The building materials must be affixed to the real estate; and
3. Only projects that require a building-related permit by the Municipality will be eligible to receive the exemption; and
4. Evidence of the project's location and eligibility within the Zone Area must be presented to the retailer at time of purchase in the form of a certificate of eligibility provided by the Zone Administrator along with a copy of any required building-related permit; and
5. Certificates of eligibility will be valid for twelve (12) months from the date of issuance. Certificates may be extended for an additional period of twelve (12) months upon application to the Zone Administrator. Such extensions shall be granted no more than two (2) times for any one project and are subject to a determination by the Zone Administrator that they are needed to complete the project and are not necessitated by the failure of the applicant to diligently pursue construction; and
6. Within the Revised Enterprise Zone all projects which would normally be required to have a building-related permit will still be required to obtain the appropriate permit.

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

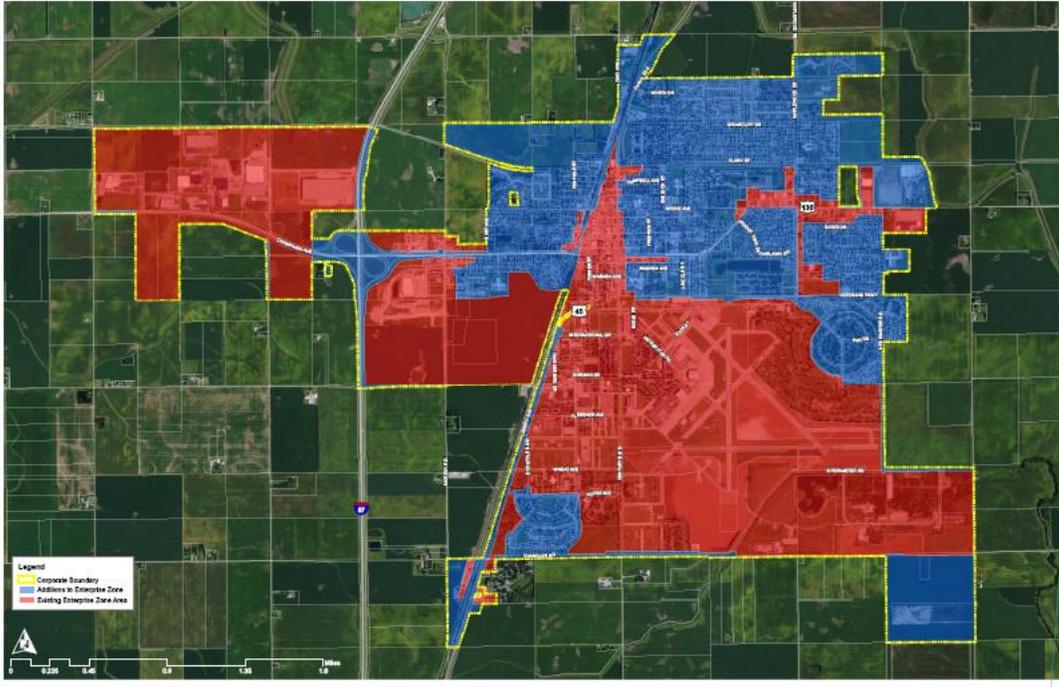
PASSED this 12th day of June, 2018.

Village Clerk

APPROVED this 12th day of June, 2018.

Village President

Exhibit A

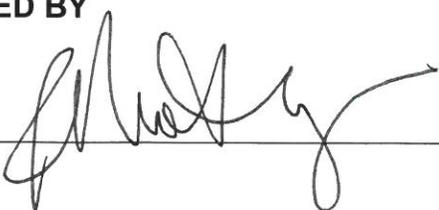


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**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 2

ITEM: Amerinvest Rental Property, LLC loan renewal/modification	DEPARTMENT: Economic Development
AGENDA SECTION:	AMOUNT: \$375,375
ATTACHMENTS: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents	DATE: June 5, 2018
SUMMARY HIGHLIGHTS:	
<p>The EDA Loan Committee met on May 30 to review the following information and request. The committee voted to recommend approval to the Village Board.</p> <p>In 2011, the Village made 3 separate EDA loans to Chanute Retirement Jt. Venture and Prairie Living. Originally, these loan funds were for the remodel of the Prairie Village Assisted Living facility. When the facility was sold, the Village agreed to substitute other collateral for the repayment of these loans. They have been paid as agreed. The first loan ballooned in April 2018, and the Borrower has requested a renewal of that loan. In subsequent discussions, the proposal to combine the three loans was examined.</p> <p>In addition to the mortgages, the loans to Chanute Retirement Jt. Venture are guaranteed by Ian Wang (50%), Evan Oliff (38%) and Grant McCorkhill (12%). In any modifications, the Village would want to retain these personal guarantees.</p> <p>The attached summarizes the loan and collateral, with the property values as reported by public record on the Champaign County Assessor's site. Title searches of the properties show only the Village mortgage as a lien.</p> <p>Combining the 3 loans and amortizing the remaining balance over 6.5 years would keep the current payments the same and simplify the paperwork going forward.</p>	
RECOMMENDED ACTION: Approve the loan modification/renewal as recommended by the EDA Loan Committee.	
SUBMITTED BY 	VILLAGE ADMINISTRATOR 

Amerinvest Rental Property EDA loans

Borrower	Loan Amount	Current			
		Principal Balance	Interest Rate	Monthly Pmt	Maturity
Chanute Retirement Jt. Venture	\$ 249,000.00	\$ 151,731.34	4%	\$ 1,849.26	04/2018
Chanute Retirement Jt. Venture	\$ 249,500.00	\$ 49,105.92	4%	\$ 1,845.52	09/2020
Prairie Living	\$ 249,000.00	\$ 174,537.05	4%	\$ 1,849.16	12/2018
total	\$ 747,500.00	\$ 375,374.31		\$ 5,543.94	

Proposed: combine 3 loans \$ 375,374.31 4% \$ 5,560.29 10/2024
 term, years 6.5

Owner	Common Address	PIN	FMV	2017 tax
Amerinvest Rental Property	803 Enterprise	20-09-10-225-001	\$ 34,833.00	\$ 1,393.42 glass building
Amerinvest Rental Property	813 Enterprise	20-09-10-225-002	\$ 47,375.00	\$ 1,895.06 glass building parking
Amerinvest Rental Property	118 E. Borman	20-09-10-225-006	\$ 405,341.00	\$ 16,214.54 gym
Amerinvest Rental Property	705 Thunderbird	20-09-03-475-002	\$ 143,384.00	\$ 5,735.72 IPG building
Amerinvest Rental Property	700 Thunderbird	20-09-03-475-001	\$ 87,308.00	\$ 3,492.56 parking
Amerinvest Rental Property	710 Snyder	20-09-03-475-003	\$ 162,196.00	\$ 6,488.22 office
Amerinvest Rental Property	221 W. Borman	20-09-03-475-008	\$ 13,801.00	\$ 552.10 land
Amerinvest Rental Property	104 W. International	20-09-03-476-002	\$ 171,527.00	\$ 6,861.50 tennis courts
total			\$ 1,065,765.00	\$ 42,633.12

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Land Bank Grant	DEPARTMENT: Economic/Community Development
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents	DATE: June 5, 2018
SUMMARY HIGHLIGHTS:	
<p>The Village of Rantoul has spearheaded discussions about a regional land bank serving greater Champaign County over the past 18 months. Activities have included evaluating the need, engaging in stakeholder conversations, reaching out to land banking experts, and engaging an experienced land bank consultant with STR to help shape our strategy. At present, we are confident that a regional land bank serving Champaign County can play a vital role and we would like to advance a regional land bank from concept to reality.</p> <p>The Illinois Development Housing Authority (IHDA) has issued a grant program request for application, which is intended to provide funding for land banks outside the Chicago/Cook County MSA. The Village submitted an application, supported by letters from Champaign County, the Cities of Champaign and Urbana, Champaign County Regional Planning Corporation and Champaign County Economic Development Corporation. Our application to IHDA was for capacity building funds that culminate in the creation of a Champaign County land bank (or an alternative vehicle), which will identify, acquire, stabilize, and repurpose for productive uses specific real estate assets in the county and region.</p> <p>In January 2018, the Village was awarded \$150,000 to fund the feasibility analysis, start-up and organization of a land bank. Once the feasibility analysis report is completed, the potential partners will have a chance to determine their participation.</p> <p>With IHDA's support, the Village will create a land bank in Champaign County with Rantoul as the lead organizer. We anticipate the land bank will have the following characteristics:</p> <p>It will operate via intergovernmental agreement, similar to how the South Suburban Land Bank and Development Authority and Vermilion County Land Banks operate.</p> <ul style="list-style-type: none"> • Communities in Champaign County will be invited to join, as will Champaign County and the Champaign County Regional Planning Commission, among others. Communities in counties outside Champaign County will also be approached and 	

invited to join, with the idea that the land bank can serve the Champaign County region.

- Member communities will pool resources, such as for planning, identifying properties, and assisting with stabilization and disposition.
- The land bank will focus primarily on repurposing 1-6 unit residential properties and vacant lots and land. Commercial properties and sites may be targeted eventually, but in the first stages, the land bank will focus on residential property.

The ultimate administrative home for the Champaign County Land Bank and operational policies and procedures will be developed once the land bank is formed and based on the results of a feasibility analysis that we will complete as the first stage in the project. We have contracted with Brian White, a consultant with STR Grants LLC, to assist in this work. The feasibility analysis will evaluate, but not be limited to:

- Appropriate legal structure for a land bank;
- Assessment of the sources of real estate assets and likely dispositions for land bank properties;
- Budget needed to sustain a land bank that operates at different regional scale and inventory volume;
- Staffing and operational plans for a land bank;
- 1-3 year plans for land bank operations.
- Assessment of community support for a land bank;
- Assessment of local government support for a land bank;
- Alternatives to a land bank.

Once the analysis is complete and assuming the outcomes do not discourage formation of a land bank, the Village would spearhead the formal incorporation and operationalization of a land bank, using the results of the feasibility analysis as a blueprint.

RECOMMENDED ACTION: Execute a board resolution accepting the grant.

DEPARTMENT HEAD APPROVAL

VILLAGE ADMINISTRATOR



RESOLUTION NO. 6-18-1256

**A RESOLUTION
AUTHORIZING AND APPROVING A
GRANT AGREEMENT BETWEEN THE VILLAGE OF RANTOUL
AND THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY
REGARDING THE CREATION AND OPERATION OF A LAND BANK**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) desires to conduct a feasibility study for the creation and operation of a land bank within the corporate limits of the Village; and

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the “**Corporate Authorities**”) of the Village at which this Resolution is adopted, the form of a certain Grant Agreement (the “**Agreement**”) by and between the Village and the Illinois Housing Development Authority (the “**Authority**”) regarding the award of a grant to fund the costs of such feasibility study.

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

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

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

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

PASSED this 12th day of June, 2018.

Village Clerk

APPROVED this 12th day of June, 2018.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

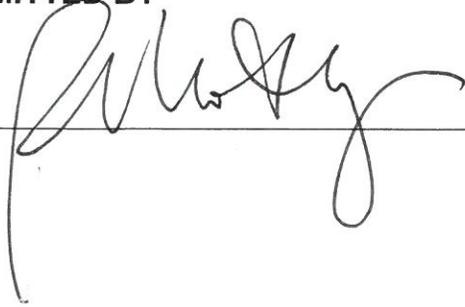
AGENDA ITEM

PAGE 1 OF 6

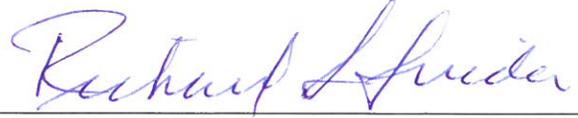
ITEM: Report Re: 201 E. Sangamon Stabilization	DEPARTMENT: Economic Development
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents	DATE: June 5, 2018
SUMMARY HIGHLIGHTS:	
<p>An Invitation for Bids was issued in April to get estimates on remediating parts of this building so that it doesn't deteriorate further and become a safety hazard. The estimate from the architect from last fall of \$60-75,000 was significantly lower than the single bid received at \$368,000 to perform the following actions:</p> <ol style="list-style-type: none"> 1. Temporary Closure/Covering Northeast Corner. 2. Temporary Closure/Covering East Masonry Wall. 3. Roof Patching. <p>As noted in the attached bid response, the contractor would propose to make the repairs so that the building is weather-tight and stabilized.</p> <p><i>Comments from Bob Ward, Village Building Safety Inspector:</i> <i>To the best of my knowledge this building cannot JUST be patched due to the wall on the east side being so deteriorated. If work were to start, the rest of the wall could have the potential of falling in. As for the roof, patching it won't work. The collapse of the roof into the second floor has weakened the entire structure. With the roof as bad as it is and has been, it has caused significant damage to the interior of the building; like mold, weak floors, ceiling collapse, flooded basement, and has allowed animals to enter and defecate throughout the entire building. At this current time, it is unsafe to allow anyone to perform work on this building because of all the issues. There are too many liabilities.</i></p> <p>A note on rehabilitation: In December, the architect estimated a cost of \$2.8 million to remodel the building into apartments on the second floor and spaces for commercial/office/restaurant space on the second floor. However, estimates of potential rents does not show a project that cash flows from the perspective of a private investor. The Village would need to invest a substantial sum in the rehab, either in the form of a public-private partnership or TIF rebates or both, with limited or no return on this investment.</p>	

RECOMMENDED ACTION: Gather additional information regarding demolition and total remodel costs to study in context of the downtown plan.

SUBMITTED BY



VILLAGE ADMINISTRATOR



VRNTL-18-B-04 BID FORM

**TO: Village of Rantoul
Comptroller's Office
Municipal Building
333 S. Tanner Street
Rantoul, IL 61866**

RE: BID FOR 201 E SANGAMON AVENUE BUILDING STABILIZATION PROJECT

1. The undersigned Contractor, being familiar with the local conditions affecting the cost of the Work, and with the Contract Documents, including in particular the Scope of Work, the Construction Contract, and the General Terms and Conditions (Construction Contract), as well as the Invitation for Bids of which this Bid Form is a part, hereby proposes to perform all construction work required to be performed and to provide and furnish all labor, parts, materials, supplies and equipment necessary to perform and complete in proper manner all of the Work required in connection with such Contract Documents. As used in this Bid Form, all capitalized words and terms not otherwise defined herein shall have the same meanings as respectively ascribed to them in the Invitation for Bids of which this Bid Form is a part.
2. The undersigned Contractor further declares and affirms that the Contractor has carefully examined the site of the Project and the detailed requirements of performance of the Work at such location, and understands that in making this proposal the Contractor waives all right to plead any misunderstanding regarding the same.
3. The undersigned Contractor further understands and agrees that if this bid or any part thereof is accepted by the Village, the Contractor is to furnish and provide all necessary construction work and labor (including any related supervision thereof), together with any related parts, materials, supplies and equipment, and to do all the Work specified under the Contract Documents.
4. The undersigned Contractor further agrees to execute the Construction Contract in connection with such Work and to deliver to the Village such related certificates of insurance and performance and payment bond(s) as are required by the Contract Documents and are acceptable to the Village at or before the time of the execution and delivery of the Contract Documents.
5. The undersigned Contractor further agrees to commence the Work at the time and in the manner specified in the Contract Documents.
6. Attached to this Bid Form and made a part hereof is a Bid/Proposal Bond secured by a cashier's check or certified check or by a surety complying with the requirements of the IFB, made payable to the Village in the amount of 100% of the amount of the bid.

If this bid is accepted and the undersigned Contractor shall fail to execute the Construction Contract or submit evidence of insurance, performance and payment security, or any other

certificate, license, permit or other document at the time and in the manner required by the Contract Documents, it is hereby agreed that the amount of such Bid/Proposal Bond shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of the failure to execute such Construction Contract and to otherwise perform in accordance with the IFB; otherwise such check shall be returned to the undersigned Contractor in accordance with the IFB.

7. It is further agreed by the undersigned Contractor that this bid may not be withdrawn from consideration of acceptance for a period of sixty (60) days from and after the Due Date.
8. The undersigned Contractor hereby incorporates by reference the representations and certifications as set forth in Section 4.03 of the General Terms and Conditions (Construction Contract) and hereby certifies that such representations and certifications as contained therein are true, complete and correct in connection with the submission of this bid by the Contractor and any of its officers, employees or agents.
9. The undersigned Contractor hereby acknowledges receipt of the following addenda to the IRB, if any (if none, so state):

Addendum No.

Date Issued

NONE

10. The undersigned Contractor hereby submits the following I. General Pricing Information, II. Statement of Qualifications, and III. References in connection with this bid:

I. General Pricing Information

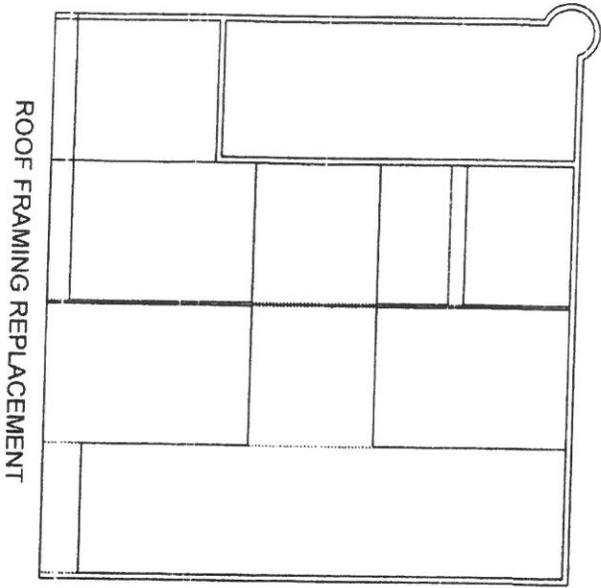
Total Price for 201 E. Sangamon Avenue Building Stabilization

Three Hundred Sixty-Eight Thousand and no/100 Dollars (\$368,000.00)

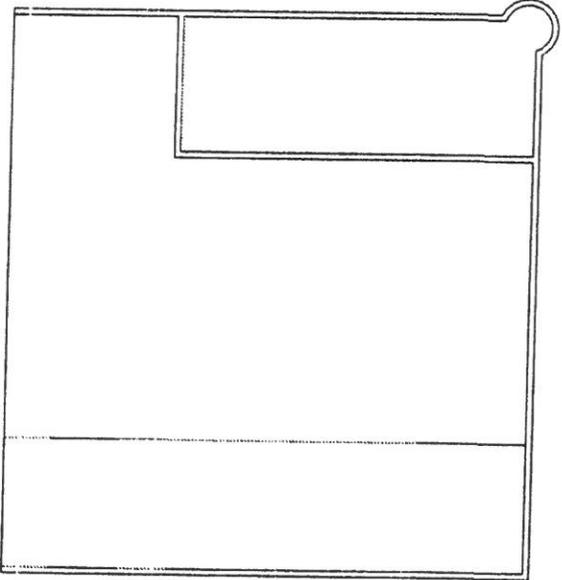
II. Statement of Qualifications. (Explain in detail the qualifications and experience of the Contractor and any assigned personnel or subcontractor of the Contractor with respect to the specific Work to be performed by the Contractor under the Contract Documents.

Roessler Construction and Contracting has completed several government and municipality projects from demo to restoring and stabilizing.

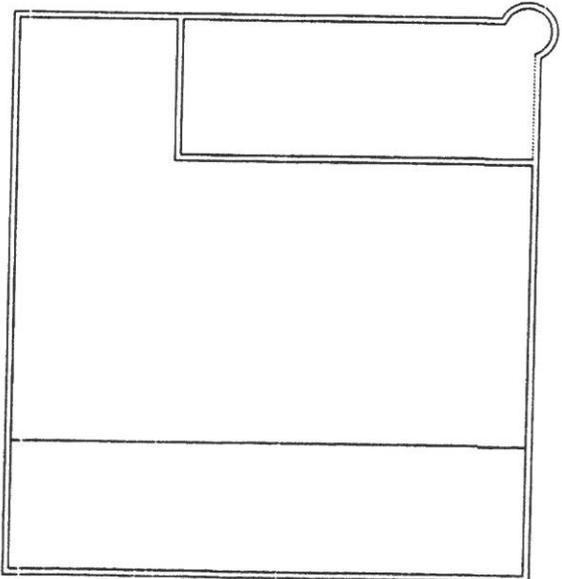
Also note that Roessler has bid this with stamped engineer drawings and when complete this building will be weather tight and stabilized, it is not a temporary repair.



ROOF FRAMING REPLACEMENT



ROOF SHEATHING REPLACEMENT



NEW ROOFING

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____	OF _____
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ITEM: Municipal Building HVAC Replacements	DEPARTMENT: Public Works – Gas & HVAC Division
AGENDA SECTION:	PROJECT AMOUNT: \$43,581.00 – Purchase & Installation <u>\$2,500.00 - Contingency (5.7%)</u> \$46,081.00
ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: May 31, 2018
<p>SUMMARY HIGHLIGHTS:</p> <p>This Agenda Item provides for the purchase and replacement of the failed HVAC unit(s) serving the Village Board Room and north hallway of the Municipal Building. The building’s HVAC system consists of multiple units, most of which are original units (35+years).</p> <p>Staff has kept the HVAC system operating as long as possible, but this failed unit has previously endured numerous issues & coil leaks and has reached a point where it can no longer be repaired.</p> <p>Quotes for the replacement of this equipment were obtained in the fall and then updated when the Board Room unit failed. Duden & Silver Inc. has provided the lowest pricing in the amount of \$22,733.00 for Board Room unit and \$20,848.00 for the hallway unit. It is recommended that both units be replaced. A contingency fund of \$2,500.00 is also requested in order to address any unforeseen repair expenses during the process.</p> <p>Funding for this work is provided from the municipal corporate reserve funds.</p>	
<p>RECOMMENDED ACTION: Authorize the purchase & replacement of the condensing unit & air handler units for the Village Board Room (\$22,733.00) and for the hallway (\$20,848.00) through Duden & Silver Inc. and authorize a contingency fund in the amount of \$2,500.00 for any unforeseen repair expenses.</p>	
<p>DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. </p>	<p>VILLAGE ADMINISTRATOR: </p>

DUDEN & SILVER INC.

Heating, Cooling, & Geo-Thermal

103 North Main Street P.O. Box 519

Gifford, Illinois 61847

(217)568-7954 Fax: (217)568-7305 dudensilver@yahoo.com

5-23-18

Bid Submitted to:

Village of Rantoul

Rantoul Municipal Building

Board Room Bid

This is a bid for installing a Carrier Model #24ABB360- 13 SEER 5 ton Condensing unit and an Indoor Carrier 39 AHU 05 Horizontal Air Handler for the Board Room.

Materials include:

1- Carrier Model# 24ABB360 13 SEER R-410a refrigerant 5 Ton Condensing unit

1- Carrier 39SHK05MZRGC3DBSXF-Horizontal indoor air handler

Unit Specs for Air Handler: Filter Track, Draw Thru Supply Fan

Unit Specs for Air-Conditioner: Motor Master Low Ambient Controller, Ball Bearing Fan Motor for Outdoor Unit, Evaporator Freeze Thermostat, Crankcase Heater for AC.

-Installing and attaching the new heat transfer section and fan section to existing filter section existing ductwork.

-AC will be placed on existing pad

-Hooking up wire whip to disconnect box that is provided by the Village

-Flushing existing copper line set out for new refrigerant

-Installing liquid and suction line dryers

-Removing existing Air Handler and Village will be responsible for disposal of existing equipment

-Mounting material for Air Handler

-Drain for condensate of Air Handler

-Start- up of new equipment

-Labor & Shipping

-1 year parts and labor Warranty on Air Handler and Outdoor Condensing Unit

-5 year on Compressor (No Labor)

Estimated Installed price: \$22,733.00

Bid effective for 30 days

DUDEN & SILVER INC.

Heating, Cooling, & Geo-Thermal

103 North Main Street P.O. Box 519

Gifford, Illinois 61847

(217)568-7954 Fax: (217)568-7305 dudensilver@yahoo.com

5-23-18

Bid Submitted to:

Village of Rantoul

Rantoul Municipal Building

Hallway Bid

This is a bid for installing a Carrier Model #24ABB360- 13 SEER 5 ton Condensing unit and an Indoor Carrier 39 AHU 05 Horizontal Air Handler for the Hallway.

Materials include:

1- Carrier Model# 24ABB360 13 SEER R-410a refrigerant 5 Ton Condensing unit

1- Carrier 39SHK05MZRG3DBSXF-Horizontal indoor air handler

Unit Specs for Air Handler: Filter Track, Draw Thru Supply Fan

Unit Specs for Air-Conditioner: Motor Master Low Ambient Controller, Ball Bearing Fan Motor for Outdoor Unit, Evaporator Freeze Thermostat, Crankcase Heater for AC.

-Installing and attaching the new heat transfer section and fan section to existing filter section existing ductwork.

-AC will be placed on existing pad

-Hooking up wire whip to disconnect box that is provided by the Village

-Flushing existing copper line set out for new refrigerant

-Installing liquid and suction line dryers

-Removing existing Air Handler and Village will be responsible for disposal of existing equipment

-Mounting material for Air Handler

-Drain for condensate of Air Handler

-Start- up of new equipment

-Labor & Shipping

-1 year parts and labor Warranty on Air Handler and Outdoor Condensing Unit

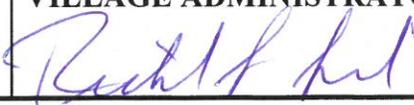
-5 year on Compressor (No Labor)

Estimated Installed price: \$20,848.00

Bid effective for 30 days

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
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ITEM: Willow Pond Road Improvements	DEPARTMENT: Public Works
AGENDA SECTION:	PROJECT AMOUNT: \$970,110.90– Construction <u>\$25,000.00 - Contingency (2.5%)</u> \$995,110.90
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: May 23, 2018
SUMMARY HIGHLIGHTS: This Agenda Item provides for roadway improvements of Willow Pond Road, from approximately 300’ north of Birdie Drive to Golfview Road. This project provides for the replacement of 2,769’ of hot-mix asphalt pavement, storm sewer improvements, pavement patching, curb & gutter, sidewalk replacement at spot locations, and parkway restoration. This project was advertised and bids were received at 2:00pm on May 23, 2018. Cross Construction provided the lowest responsible base bid in the amount of \$970,110.90. Two (2) firms submitted bids and a copy of the bid tabulation is attached for your review. A contingency fund in the amount of \$25,000.00 (2.5%) is requested to address any unforeseen underground conflicts, repairs, or adjustments to quantities. The design engineering was supported through Community Development (CD) funds and completed in 2014. Baxter & Woodman has been approved to provide the project’s construction oversight. This construction work has been included in the FY 2019 Budget and supported through TIF #1 funds	
RECOMMENDED ACTION: Authorize the award of a contract with Cross Construction in the base amount of \$970,110.90 and authorize a contingency fund in the amount of \$25,000.00 for the roadway improvements along Willow Pond Road.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	

BID TABULATION

PROJECT: Willow Pond Road Improvements

OWNER: Village of Rantoul

By: Village of Rantoul, Department of Public Works – May 23, 2018 2:00pm
Cost Opinion \$925,865.40

Bidder	Base Bid	Addendums	Bonds	
Cross Construction 3615 N. Countryview Road Urbana, Illinois 61802	\$970,110.90	Yes	Yes	
Open Road Paving 1414 W Anthony Drive Urbana, IL 61802	\$1,085,412.19	Yes	Yes	
	\$			
	\$			
	\$			
	\$			
	\$			



Village of Rantoul

Public Works
200 W. Grove Avenue
Rantoul, IL 61866

Phone 217.892.6526
Fax 217.892.6527

**Willow Pond Road Improvements - Bid Opening
Attendance Sheet
May 23, 2018, 2:00pm**

Project: Willow Pond Road Improvements – #VRNTL-18-B-06

Owner: Village of Rantoul

By: Village of Rantoul, Department of Public Works

<u>Name</u>	<u>Company</u>	<u>Contact Information(phone/e-mail)</u>
Greg Hazel <i>gh</i>	Village of Rantoul	(217) 892-6526 g-hazel@myrantoul.com
Jake McCoy <i>JM</i>	Village of Rantoul	(217) 892-6526 jmccoy@myrantoul.com
Pat Chamberlin <i>PC</i>	Village of Rantoul	(217) 892-6850 pchamber@myrantoul.com
Rick Snider	Village of Rantoul	(217) 892-6801 rsnider@myrantoul.com

Chris Appinghouse OPEN ROAD INC.
 Craig Loschen Cross Construction

eloschen@crossconstructioncorp.com

ADVERTISEMENT FOR BIDS
Bid #VRNTL-18-B-06
VILLAGE OF RANTOUL, ILLINOIS

1. Time and Place of Opening Bids. Sealed proposals for the construction of the 2018 Willow Pond Road Improvements, from approximately 300' north of Birdie Drive to Golfview Road along Willow Pond Road, for the Village of Rantoul, Champaign County, Illinois, will be received at the Village of Rantoul Municipal Building located at 333 South Tanner St, Rantoul, Illinois 61866 until **2:00 P.M.** prevailing time on **May 23, 2018**, and at that time will be publicly opened and read aloud.

2. Description of Work. The proposed construction consists of 2,769 feet (0.524 mi) of hot-mix asphalt pavement removal, storm sewer improvements, pavement patching, curb and gutter, hot-mix asphalt pavement resurfacing, sidewalk replacement at spot locations, parkway restoration, and other miscellaneous work necessary to complete the improvements.

3. Information for Bidders. All pertinent documents may be viewed and downloaded from the Village of Rantoul's website at (www.village.rantoul.il.us/Bids.aspx). The contractor is required to be IDOT prequalified to bid on this project. All Bids must be accompanied by a proposal guaranty as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. Rejection of Bids. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

Dated at Rantoul, Illinois this 9th day of May 2018.

Charles Smith, Mayor

Mike Graham, Clerk

END OF ADVERTISEMENT FOR BIDS

THE NEWS GAZETTE, INC.
PO BOX 677
CHAMPAIGN IL 61824-0677
(217) 373-4712

ORDER CONFIRMATION (CONTINUED)

Salesperson: PAT KILLION

Printed at 05/04/18 10:16 by pkillion

Acct #: 71360

Ad #: 1381137

Status: N

**ADVERTISEMENT
FOR BIDS
Bid #VRNTL-18-B-06
VILLAGE OF RANTOUL,
ILLINOIS**

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Charles Smith, Mayor
Mike Graham, Clerk

1381137 05/9,16

FOR INDEX OF SHEETS, SEE SHEET NO. 2

FOR INDEX OF HIGHWAY STANDARDS, SEE SHEET NO. 2

NOTE:

THE LOCATION OF UTILITIES SHOWN ARE DETERMINED FROM THE BEST AVAILABLE DATA AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL VERIFY THE LOCATION OF SUCH UTILITIES IN THE FIELD AT THE TIME OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND SHALL BE LIABLE FOR ANY DAMAGES TO THEM RESULTING FROM HIS OPERATIONS.

TRAFFIC DATA

WILLOW POND ROAD
POSTED SPEED LIMIT = 20 MPH
2011 ADT = 1600 YPD

DESIGN DESIGNATION

WILLOW POND ROAD; MAJOR COLLECTOR

VILLAGE OFFICIALS

CHARLES SMITH - MAYOR

MIKE GRAHAM - CLERK

SCOT BRANDON - COMPTROLLER

JEFFREY FIEGENSCHUH - ADMINISTRATOR

G. GREGORY HAZEL, P.E. - DIRECTOR OF PUBLIC WORKS

TRUSTEES

ANTHONY BROWN

JEREMY REALE

CHAD SMITH

JENNIFER FOX

HANK GAMAL

GARY WILSON

VILLAGE OF RANTOUL, ILLINOIS

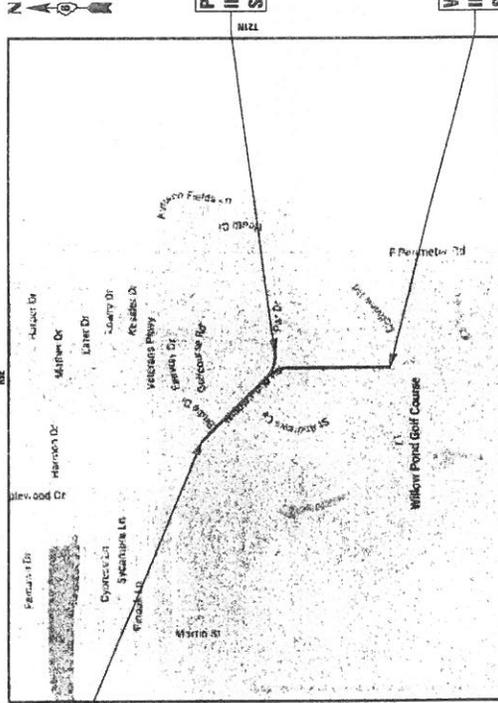
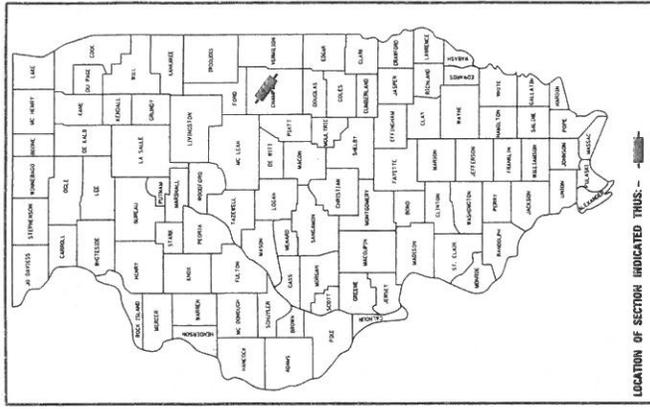
FAU 7098 WILLOW POND ROAD RECONSTRUCTION

FROM BIRDIE DRIVE TO GOLFVIEW ROAD

CHAMPAIGN COUNTY

COPYRIGHT 2014 BY BAXTER & WOODMAN, INC.
CHAMPAIGN, ILLINOIS PROFESSIONAL DESIGN FIRM
LICENSE NO. - 184-002232 - EXPIRES 4/30/15

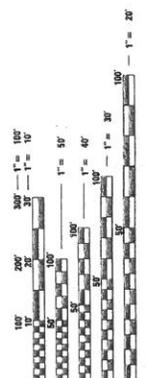
SECTION	COUNTY	TOTAL SHEETS	NO.
	CHAMPAIGN	53	1



**WILLOW POND RD
IMPROVEMENT BEGINS
STA. 100 + 06**

**PAR DR
IMPROVEMENT ENDS
STA. 303 + 05**

**WILLOW POND RD
IMPROVEMENT ENDS
STA. 124 + 81**



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES IN MAKING MEASUREMENTS ON REDUCED PLANS. THE ABOVE SCALES MAY BE USED.

JULIE, DESIGN STAGE REQUEST
D/C. NO. A219118



CONTACT JULIE AT 811 OR 800-892-0123
WITH THE FOLLOWING:
COUNTY - CHAMPAIGN
CITY/TOWNSHIP - RANTOUL
SEC. & 1/4 SEC. NO. - 1 SW 1/4 12IN RBE
48 HOURS 12 working days BEFORE YOU DIG

SECTION 1, 12IN, RBE OF THE THIRD PRINCIPAL MERIDIAN
RANTOUL TOWNSHIP
GROSS LENGTH = 2789 FT. = 0.524 MILE
NET LENGTH = 2769 FT. = 0.524 MILE

BAXTER & WOODMAN
Consulting Engineers

APPROVED _____ 20
VILLAGE OF RANTOUL, DIRECTOR OF PUBLIC WORKS



PROJECT MANAGER
LICENSE EXPIRES 11-30-2015

- REFERENCE -

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
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ITEM: Construction Engineering Services with Baxter & Woodman for the Willow Pond Road Reconstruction	DEPARTMENT: Public Works
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AGENDA SECTION:	AMOUNT: \$70,796.00 (Not to Exceed)
------------------------	--

ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: March 20, 2018
--	-----------------------------

SUMMARY HIGHLIGHTS:

This Agenda Item provides for an engineering service agreement with Baxter & Woodman to provide the construction engineering (CE) services for the Willow Pond road reconstruction. This work consists of the removal and placement of hot-mix asphalt, along with other roadway improvements, from between Fairway / Birdie Drives to Golfview Road.

Following the Request For Qualifications (RFQ) process for the Flessner Avenue intersection design, Baxter & Woodman was selected in 2014 to design three (3) roadway improvement projects, including the Willow Pond Roadway. Based on their overall performance in the design and construction engineering phases for the other two projects (Sangamon Avenue reconstruction and the Neighborhood Street improvement project), it is recommended that their services be utilized for the construction engineering phase of this roadway improvement.

The design engineering was supported through Community Development (CD) funds and completed in late 2014. Funding for construction has been allocated within the Village's FY2019 Budget. The proposal is in a not-to-exceed amount of \$70,796.00.

It is proposed that the advertising for construction begin in April/May in order to allow for a summer 2018 construction schedule.

RECOMMENDED ACTION: Authorize an engineering service agreement with Baxter & Woodman to provide the construction engineering (CE) services for the Willow Pond road reconstruction in the not-to-exceed amount of \$70,796.00.

DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: Rick Snider
--	--

AGENDA PAGE NUMBER:

March 19, 2018

Mr. Gregory Hazel, P.E.
Public Works Director
Village of Rantoul
200 West Grove Avenue
Rantoul, IL 61866

***Subject: Village of Rantoul – Willow Pond Road Reconstruction
(Birdie Drive to Golfview Road)
Construction Engineering Services***

Dear Mr. Hazel:

Baxter & Woodman, Inc. is pleased to submit this proposal to the Village to provide Construction Services for the subject project.

PROJECT SUMMARY

The improvements consist of hot-mix asphalt pavement removal; aggregate base repairs; curb and gutter removal and replacement; sidewalk removal and replacement; hot-mix asphalt pavement; parkway restoration; pavement markings; and other incidental and miscellaneous items of work in accordance with the Plans, Standard Specifications, and Special Provisions. The Project will utilize Village funds.

SCHEDULE

It is assumed that construction services will begin in June of 2018 and be completed by October of 2018. The project's construction schedule is based on 40 Working Days.

CONSTRUCTION SCOPE OF SERVICES

1. Act as the Village's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
 - A. Prepare Contract Documents, Performance/Payment Bonds, and Notice to Proceed.
Review Contractor insurance documents

- B. Attend and prepare minutes for the preconstruction conference, creation of project files and construction documents, and review the Contractor's proposed construction schedule, list of subcontractors and material suppliers.
 - C. Attend a public informational meeting for the Project prior to construction.
3. CONSTRUCTION ADMINISTRATION
- A. Attend bi-weekly construction progress meetings.
 - B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Village agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Village further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
 - C. Prepare construction contract change orders and work directives when authorized by the Village.
 - D. Review the Contractor's requests for payments as construction work progresses, and advise the Village of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - E. Research and prepare written response by Engineer to request for information from the Village and Contractor.
 - F. Project manager or other office staff visit site as needed.
 - G. Provide the services of a materials testing company, as a sub consultant, to perform soil and aggregate stability testing, proportioning and testing of the Portland cement concrete and bituminous mixtures in accordance with the IDOT's Bureau of Materials manuals of instructions for proportioning. Review laboratory, shop and mill test reports of materials and equipment furnished by the Contractor.

4. FIELD OBSERVATION AND DOCUMENTATION

- A. Engineer's site observation shall be at the times agreed upon with the Village. Engineer will provide (1) Resident Engineer on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, (for up to 420 hours) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Village to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts of omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- B. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- C. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide daily reports to the Village on the construction progress and working days charged against the Contractor's time for completion.

5. PROJECT CLOSEOUT

- A. Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Engineering Services. Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with an electronic copy within ninety (90) days of the Project completion.
- B. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- C. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- D. Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.

ENGINEERING FEE

	Planned Hours	Compensation	Sub-Consultant	Mileage Expenses	Total Compensation
Overall Project Total	568	\$67,030.00	\$1,888.00	\$1,878.00	\$70,796.00
Project Initiation	36	\$5,020.00		\$225.00	\$5,245.00
Construction Administration	72	\$10,960.00		\$561.00	\$11,521.00
Field Observation & Documentation	420	\$46,200.00	\$1,888.00	\$867.00	\$48,955.00
Project Closeout	40	\$4,850.00		\$225.00	\$5,075.00

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including mileage direct costs which in total will not exceed \$70,796.00. See attached for fee breakdown, sub-consultant proposal, and company billing rates.

We appreciate the opportunity to work with the Village of Rantoul on this important project and we are available to begin work immediately upon your notice to proceed. If you find this proposal acceptable, please sign one copy and return for our files.

Please do not hesitate to contact Matthew Abbeduto at 815-444-3352 or via email at mabbeduto@baxterwoodman.com if you have any questions or need additional information.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Craig D. Mitchell, P.E.
Vice President

Attachment

VILLAGE OF RANTOUL, ILLINOIS

AUTHORIZED BY: _____

TITLE: _____

DATE: _____

L:\Crystal Lake\RANTL\140688-Willow Pond Road CS\Contracts\Work\60-Construction\140688.60 Proposal.doc

Village of Rantoul										
Plan Number: 140688.60-B										
Plan Name: Willow Pond Road Reconstruction Construction Engineering Services										
Level	Emp	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation			
		Overall Project Total								
CS105	Project Initiation	568.00	67,030.00	67,030.00	1,888.00	1,878.00	70,796.00			
	001 Review / Prepare Contract Documents	36.00	5,020.00	5,020.00	0.00	225.00	5,245.00			
	Sr Engineer III	4.00	620.00	620.00	0.00	0.00	620.00			
	002 Public Meeting	16.00	2,280.00	2,280.00	0.00	112.50	2,392.50			
	Sr Engineer I	8.00	1,040.00							
	Sr Engineer III	8.00	1,240.00							
003	Preconstruction Meeting	16.00	2,120.00	2,120.00	0.00	112.50	2,232.50			
	Engineer III	8.00	880.00							
	Sr Engineer III	8.00	1,240.00							
CS110	Construction Administration	72.00	10,960.00	10,960.00	0.00	561.00	11,521.00			
	001 Progress Meetings	30.00	4,650.00	4,650.00	0.00	561.00	5,211.00			
	Sr Engineer III	30.00	4,650.00							
	002 Manage Project	24.00	3,720.00	3,720.00	0.00	0.00	3,720.00			
	Sr Engineer III	24.00	3,720.00							
003	Vist Site	10.00	1,550.00	1,550.00	0.00	0.00	1,550.00			
	Sr Engineer III	10.00	1,550.00							
004	Design Assistance	8.00	1,040.00	1,040.00	0.00	0.00	1,040.00			
	Sr Engineer I	8.00	1,040.00							
CS140	Field Observation & Documentation	420.00	46,200.00	46,200.00	1,888.00	867.00	48,955.00			
	Engineer III	420.00	46,200.00							
CS150	Project Closeout	40.00	4,850.00	4,850.00	0.00	225.00	5,075.00			
	001 Punchlist Verification / Final Documentation / Process Record Drawings	30.00	3,300.00	3,300.00	0.00	225.00	3,525.00			
	Engineer III	30.00	3,300.00							
	002 Manage Project	10.00	1,550.00	1,550.00	0.00	0.00	1,550.00			
	Sr Engineer III	10.00	1,550.00							



Midwest Engineering and Testing, Inc.

geotechnical · environmental · materials engineers

501 Mercury Drive

Champaign, IL 61822-9649

www.metgeotech.com

217-359-2128

FAX 217-359-8446

PROPOSAL AGREEMENT

March 8, 2018

Mr. Matthew Abbeduto
Baxter and Woodman Consulting Engineers
8840 West 192nd Street
Mokena, IL 60448

Re: Proposal for Material Testing Services
Willow Pond Road Reconstruction
Birdie Drive to Golfview Road
Rantoul, Illinois
MET Proposal No. 8060

Dear Mr. Abbeduto:

Midwest Engineering and Testing, Inc. (MET) proposes to provide technical personnel to perform the requested materials testing services in accordance with the project specifications as scheduled by the client on an on-call basis. Services should be scheduled 24 hours in advance by calling our office. We anticipate testing services to be provided will include footing bearing inspections, rebar inspection, concrete sampling and testing, and soil backfill testing.

Services will be performed on a unit rate basis in accordance with the unit rates indicated on the Unit Fee Schedule and pursuant to the General Conditions attached and considered a part of this service contract. Required testing services not included on the attached Unit Fee Schedule can be quoted upon request. All technical field time will be charged on a portal-to-portal basis. The individual signing below warrants that he/she has full authority to enter into this contract and bind the client and agrees to this fee schedule as the basis of payment, and to all terms and conditions.

Please sign and return one complete copy of this agreement to MET, and retain one copy for your file. If you have questions regarding the Proposal Agreement, please contact us at your convenience. We are looking forward to working with you on this project.

Attachments: Unit Fee Schedule
 General Conditions
 Estimate Worksheet

Client Signature

Date

Printed Name



Midwest Engineering and Testing, Inc.

geotechnical - environmental - materials engineers

501 Mercury Drive

Champaign, IL 61822-9649

217-359-2128

FAX 217-359-8446

**2018 STANDARD FEE SCHEDULE
CONSTRUCTION TESTING AND ENGINEERING FEES**

FIELD TESTING SERVICES

Technical services for on-site monitoring and testing of construction materials, including concrete placement, field density testing for soil compaction, spread footing inspection, pile inspection, caisson inspection, asphalt placement, asphalt and concrete batch plant inspection, structural steel bolting, visual welding inspection, and roofing inspection.

Engineering Technician	\$ 45.00 Per Hour	Nuclear Density Gauge	\$ 50.00 Per Day
Senior Engineering, Technician	\$ 50.00 Per Hour	Concrete Coring Machine	\$ 75.00 Per Day
Field Engineer or Geologist	\$ 90.00 Per Hour	Floor Flatness Meter	\$125.00 Per Day
Certified Welding Inspector (CWI)	\$ 125.00 Per Hour	Concrete Maturity Meter	\$100.00 Per Day

ENGINEERING SERVICES

Engineering services for on-site monitoring and evaluation, construction materials testing, job site meetings, report preparation and review, and consultation.

Staff Engineer or Geologist	\$ 90.00 Hour	Principal Engineer	\$ 150.00 Hour
Project Engineer	\$ 125.00 Hour	Senior Geologist	\$ 150.00 Hour

LABORATORY TESTING SERVICES

Concrete Cylinder Compression Test	\$ 15.00 Each	Moisture Density Relationship:	
Concrete Beam Flexural Test	\$ 25.00 Each	Standard Proctor	\$ 125.00 Each
Grout Cube Compression Test	\$ 15.00 Each	Modified Proctor	\$ 145.00 Each
Grain size - Dry Sieve Analysis	\$ 75.00 Each	One Point Confirmation Test	\$ 75.00 Each
Grain size - Wash Test	\$ 50.00 Each		
Grain size - Hydrometer	\$ 125.00 Each	Concrete Relative Humidity Sensors	\$ 50.00 Each
Atterberg Limits	\$ 75.00 Each	Concrete Moisture Calcium Chloride	\$ 50.00 Each
Concrete Cylinder Molds	\$ 2.50 Each	Asphalt Core Density	\$ 25.00 Each
Maturity Meter Sensors	\$ 50.00 Each	Concrete Core Compression Tests	\$ 25.00 Each

REMARKS - Personnel charges will be based on a portal-to-portal basis; a minimum charge of 4 hours will apply for all Field Testing Services. A transportation charge of \$0.65 per mile will be added for travel to and from the site, and other job related travel for project locations outside of Champaign-Urbana. An overtime multiplier of 1.5 will be used for services performed on Saturday, Sunday or holidays; for work scheduled outside the hours of 7:00 a.m. to 5:00 p.m.; or for more than eight (8) hours per day. Services and fees not listed will be quoted upon request. The above prices include up to four (4) copies of the report distributed as requested. Payment for invoices will be due within 15 days of receipt of invoice. Interest will be added at a rate of 1 1/2% per month of delinquency. Proposal estimates and verbal quotations will remain valid for 60 days, at which time they may be subject to change or withdrawal.

GENERAL CONDITIONS

Midwest Engineering and Testing, Inc. (MET)

General Testing Services

Item 1. Scope of work. Midwest Engineering and Testing, Inc. (MET) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of MET's proposal, Standard Fee Schedule, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The hiring of MET signifies the acceptance of this proposal and the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the Fee Schedule or elsewhere in the agreement can be provided. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client agrees to impart the terms of this agreement to any third party to whom client releases any part of MET's work. MET shall have no obligations to any party other than those expressed in this agreement.

Item 2. Site Access. The client will provide for the right-of-access to the work site. In the event the work site is not owned by the Client, client represents to MET that all necessary permissions for MET to enter the site and conduct the work have been obtained. While MET shall exercise reasonable care to minimize damage to the progeny the client understands that some damage may occur during the normal course of work, that MET has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

Item 3. Personnel Responsibility. The presence of MET field representatives will be for the purpose of providing observation and field testing, and does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor(s) for this project should be so advised. The contractor should also be informed that neither the presence of, nor the observation and testing by MET personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that MET will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

Item 4. Observations and Tests. The term "observation" implies only that MET would observe the applicable portions of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements. Client shall cause all tests and observation of the site, materials and work performed by MET or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and MET's recommendations. No Claims for loss, damage or injury shall be brought against MET by client or any third party unless all tests and observations have been so performed and unless MET's recommendations have been followed.

Item 5. Accuracy of Test Locations and Elevations. The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

Item 6. Degree of Certainty of Compliance. With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observations and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for the Scope of Services requested by our client and as scheduled by the client or client's representative. The degree of certainty for compliance with project specifications is much greater with full-time observation and testing than it is with intermittent observation and testing.

Item 7. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise MET of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by MET employees or subcontractors or which in any other way may be pertinent to MET's proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of MET site personnel and/or the public. MET may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

Item 8. Reports and Ownership of Documents. MET will furnish three copies of the report to client. Additional copies will be furnished to the owner or others at the rate specified in the schedule. All reports, boring logs, field data, field notes, laboratory test data, calculations,

estimates, and other documents prepared by MET as instruments of service, shall remain the property of MET, unless there are other contractual agreements. MET will retain final reports relating to the services performed for a period of 5 years following submission of the report. Client agrees to return upon demand and will not use for any purpose whatsoever all reports and other work furnished to client or his agent which are not paid for.

Item 9. Confidentiality. MET shall hold Confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". MET shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns, or for protection of MET against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by MET is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MET.

Item 10. Standard of Care. MET will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with that level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil, groundwater and other materials can vary between sampling and testing points and with time, and that the interpretation of data, and opinions and recommendations made by MET are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. MET will not be responsible for the interpretation by others, of data obtained by MET.

Item 11. Limitations of Liability. The client agrees to limit MET's liability to the client and all parties claiming through the client or otherwise claiming reliance on MET's services allegedly arising from MET's professional acts or errors and omissions, to a sum not to exceed MET's applicable insurance limits. In no event shall MET or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on MET's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

Item 12. Insurance. MET represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that MET's employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request. MET shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions.

Item 13. Modifications. This agreement and all attachments pursuant to this agreement represent the entire understanding between the parties, and neither the client nor MET may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 14. Termination. This agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, MET shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place MET's files in order and/or to protect its professional reputation.

Item 15. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month and/or upon completion of said services, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, MET at its option may terminate its services due to clients failure to pay when due. In the event of termination of services prior to completion, client shall compensate MET for all services performed prior to and for such termination.

Item 16. Sample Disposal. Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed of thirty (30) days after submission of MET's report.



Midwest Engineering and Testing, Inc.

501 Mercury Drive
Champaign, IL 61822
217-359-2128
Fax 217-359-8446

Mr. Matthew Abbeduto
Baxter and Woodman Consulting Engineers
MAbbeduto@baxterwoodman.com

Proposal For Construction Testing
Willow Pond Road Reconstruction
Birdie Drive to Golfview Road
Rantoul, Illinois
March 8, 2018
MET Proposal Number 8060

On-site Work Estimate

HMA Testing - Two (2) four (4) hour days
Concrete Testing - Two (2) four (4) hour days
Subgrade Testing - One (1) four (4) hour day
Miscellaneous - Two days to pick up cylinders

ESTIMATE WORKSHEET

Senior Engineering Technician, per hour
Senior Engineering Technician Overtime, per hour
Nuclear Density Gauge, per day
Standard Proctor, per test
Concrete Compression Testing, per test
Trip Charge, per trip
Project Engineer, per hour

<u>Quantity</u>		<u>Unit Fee</u>	<u>Total</u>
24	Hours	\$50.00	\$1,200.00
0	Hours	\$75.00	\$0.00
3	Days	\$50.00	\$150.00
0	Tests	\$125.00	\$0.00
8	Tests	\$15.00	\$120.00
7	Trips	\$15.00	\$105.00
2.5	Hours	\$125.00	\$312.50
			<hr/>
			\$1,887.50

Budget Estimate \$1,887.50

BAXTER & WOODMAN, INC.
 2018 HOURLY BILLING RATES AND EXPENSE ITEMS
 FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Principal	\$190
Senior Engineer III to IV	\$150 to \$175
Senior Engineer I to II	\$125 to \$140
Engineer III to IV	\$105 to \$115
Engineer I to II	\$90 to \$95
Engineering Technician III to V	\$115 to \$145
Engineering Technician I to II	\$60 to \$105
Senior Geologist	\$140
Professional Surveyor I	\$145
Administrative Support I to III	\$70 to \$78
Marketing Professional I to III	\$70 to \$80
Accounting Professional I to III	\$70 to \$80

Hourly rates for inspection services do not include any overtime.
 The Engineer may adjust the hourly billing rate and out-of-pocket expenses on or about January 1 of each subsequent year and will send the new schedule to the Owner.
 Hourly Billing Rates include direct labor and indirect overhead expenses, readiness to serve, and profit, and are for 8 hours/day and 40 hours/week regularly scheduled work hours.
 Personal-owned vehicle Mileage Charges will be reimbursed at the rate set by the U.S. Internal Revenue Service.
 Company-owned/leased vehicle usage will be reimbursed at a rate of \$65.00 per diem or \$32.50 per half diem.
 Traffic Counters \$50/day.
 Miovision Traffic System usage will be reimbursed at a rate of \$600.00 per diem and \$24.00 per hour processing.
 Sub-consultant costs will be reimbursed at their invoice costs plus 5%

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM		PAGE	OF
ITEM: Design engineering agreements with Baxter & Woodman for community road improvements funded through HUD		DEPARTMENT: Public Works	
AGENDA SECTION:	AMOUNT: Design engineering fees: \$111,400.00 – Sangamon Ave \$102,100.00 - Willow Pond Road \$28,200.00 - East Perimeter Road		
ATTACHMENTS: (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS		DATE: June 20, 2014	
<p>SUMMARY HIGHLIGHTS:</p> <p>This Agenda Item provides for three (3) separate engineering agreements with Baxter & Woodman Consulting Engineers to design roadway improvements in areas supported through the Housing and Urban Development (HUD) funds of Community Development (CD). These improvements have previously been identified during the Village's Capital Improvement portion of the budget process, but funds have not yet become available to undertake the design and construction. Community Development has a current fiscal year need to utilize a larger portion of their available funds (by February 2015) and as certain infrastructure improvements (in the CD area only) qualify under the CD programs, Community Development is working with Public Works to identify and develop community improvements. With the limited time left in the CD fiscal year, actual infrastructure design AND construction is not feasible, so the focus has been on design efforts of multiple projects.</p> <p>Baxter and Woodman was selected following the Request For Qualifications (RFQ) process for the Flessner Avenue intersection design. Based on their overall design performance for this project, it is recommended that their services be utilized for the proposed roadway design improvements.</p> <p>The projects that are being proposed include the following:</p> <ol style="list-style-type: none"> 1. \$111,400.00 - Reconstruction of Sangamon Avenue from Marshall Street to Chanute Street (2200'). This will include new pavement, sub-base, curb & gutter, partial sidewalk replacement (ADA compliance), and storm sewer system improvements. The estimated construction cost is \$1,250,000.00. 2. \$102,100.00 - Roadway improvements of Willow Pond Rd from Fairway to Golfview Road (2450'). This will include full depth pavement replacement, new aggregate shoulders, sidewalk repair, and realignment at the intersection of Willow Pond Rd and Par Dr. The estimated construction cost is \$1,300,000.00. 3. \$28,200.00 - Reconstruction of E. Perimeter Road from east of S. Maplewood Drive to Golfview Road (4090'). The estimated construction cost is \$465,300.00. <p>Utilizing the current available CD funds allows the Village to have a series of "shovel ready" projects that may allow the Village to tap other grants and funding sources for the bidding and construction phases.</p> <p>It should be noted that the use of Community Development funds is limited to certain areas of the community (in general, east of the Canadian National Railroad and south of Grove Avenue).</p>			
RECOMMENDED ACTION: Authorize the approval of three (3) engineering agreements with Baxter & Woodman for the design of roadway improvements along Sangamon Ave (\$111,400.00), Willow Pond Road (\$102,100.00) and East Perimeter Road (\$28,200.00).			
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 		VILLAGE ADMINISTRATOR:	
AGENDA PAGE NUMBER:			



June 20, 2014

Mr. G. Gregory Hazel, P.E.
Director of Public Works
Village of Rantoul
200 West Grove Avenue
Rantoul, IL 61866

Subject: Willow Pond Road - Engineering Services

Dear Mr. Hazel:

Baxter & Woodman is pleased to submit this Engineering Services Proposal to assist the Village with improvements to Willow Pond Road.

Project Summary:

The project is located on Willow Pond Road from 300 feet southeast of Fairway Drive to Golfview Road, for a total distance of 2,450 feet. The work includes curb repairs, full depth pavement removal, base repairs, patching, installation of 3' foot aggregate shoulders, sidewalk repairs at intersections only, and HMA resurfacing. Parking areas adjacent to Willow Pond Road will not be improved.

Par Drive will be realigned to be a stop controlled, T-intersection at Willow Pond Road. The intersection will be reconstructed for a distance of approximately 300 feet in each direction.

The Project will utilize CDBG funding.

Scope of Services:

1. DATA COLLECTION

- *Data Collection:* Obtain, review, and evaluate the following information provided by the Village for use in design (if available):
 - Utility Atlases
 - Existing Roadway Plans
 - Aerial Photography
 - Maintenance and flooding records
 - ROW, GIS and property data

- *Field Evaluation:* Perform a field evaluation to determine of the condition of existing pavements, curb and gutters, drainage structures, and sidewalk ramps. Collect and record all necessary field data for roadway, drainage, utility, and pavement analysis.

2. TOPOGRAPHIC SURVEY

- *Topographic Survey:* Perform topographic survey within the project limits at 100-foot intervals. The limits of the survey will be from 300 feet southeast of Fairway Drive to Willow Pond Road and will include 50' along adjacent side streets to anticipate potential profile

changes (3,200-feet total). State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.

- *Photos:* Collect photographs along the project route to assist with design drawings and exhibits.
- *Prevailing Wage:* It is not anticipated that the topographic survey services will require Prevailing Wage for Survey Worker to be paid to technicians performing the work. In the event it is determined that the design topographic survey is covered work under the Illinois Prevailing Wage Act (820 ILCS 130), the Engineers will negotiate an equitable increase in compensation with the Owner to meet the requirements of the Act.
- *Drainage Structures:* Collect drainage structure condition, inverts, size, and flow direction.
- *Terrain Model:* Download and develop digital terrain model for use in design and plan preparation.
- *Right of Way:* Field-locate existing property corners and obtain recorded documents to determine the limits of existing right of way.
- No additional right-of-way or easements are anticipated. Work to complete Plat of Easement or Plat of Dedication is not included.

3. GEOTECHNICAL REPORT

- Hire a geotechnical subconsultant to take up to 5 pavement cores of the surface and base material to determine the composition of the existing pavement material. Provide analysis and recommendations, including subgrade, in a soils report in accordance with IDOT guidelines.

4. MEETINGS

- *Meetings:* The following meetings are anticipated for this Project:
 - Staff (2) (Kickoff, Pre-final)
 - No Village Board Meetings are anticipated for this Project.
 - No public involvement program is anticipated for this Project.

5. PRELIMINARY DESIGN AND ALTERNATIVES ANALYSIS

- *Alternative Analysis:* Analyze alternative alignments, configurations, and geometrics to establish a preferred alternative for the intersection of Willow Pond Road and Par Drive. A maximum of 2 alternatives will be developed further for evaluation.
- *Preliminary Geometric Design:* Determine the preferred geometric layout and cross section throughout the project. Identify design constraints including clear zone, obstructions, drainage limitations, and potential design exceptions.

6. PLAN PREPARATION

- *Estimate of Cost and Time:* Prepare summary of quantities, estimate of time, schedules of

materials and an engineer's estimate of cost.

- *Specifications:* Prepare special provisions in accordance with Village and CDBG guidelines to specify items not covered by the Standard Specifications for Road and Bridge Construction.
- *Roadway Design:* Prepare plan and profile sheets for the roadway design including improvement limits, rehabilitation strategy, curb and gutter and sidewalk improvements, driveway repairs, utility structure adjustments, and pavement markings.
- *Drainage and Utilities Design:* Prepare the ditch, inlet, culvert, and storm sewer design for the proposed improvements. It is assumed that the project outfalls will be maintained and not modified as part of this project.
- *Maintenance of Traffic and Construction Staging:* (Traffic is anticipated to be maintained along the route at all times.) Develop a preferred maintenance of traffic and staging plan and submit to the Village for comment and approval. Prepare construction staging notes, typical sections, and layout to maintain local traffic flow through the construction zone. Confer with Village staff and emergency services to consider local impacts and concerns.
- *Cross Section Design:* Design roadway cross sections at 100-foot intervals and all cross streets, driveways and cross-road culverts. Compute earthwork calculations. Stage construction earthwork calculations are not anticipated.
- *Detailed Drawings:* Complete plan sheets required for bidding including: Cover, General Notes, Summary of Quantities, Schedule of Quantities, Typical Sections, Erosion Control, Removals, and Detail Sheets.
- *Utility Coordination:* Initiate utility coordination by contacting utility companies that have facilities along the project limits and requesting utility atlas maps. Submit pre-final plans to utility companies so conflicts and relocation efforts can be identified. Coordinate utility relocation for conflicts within public right-of-way.
- *QC/QA:* Perform an in-house peer and constructability review by senior staff of the pre-final proposal documents.

7. MANAGE PROJECT

- Plan, schedule, and control the activities that must be performed to complete the Project including budget, schedule, and scope. Coordinate with Village and project team to incorporate Village goals into final Project. Prepare and submit monthly invoices and coordinate invoices from sub-consultants.

Project Schedule

The following project schedule is anticipated:

Notice to Proceed	July 8, 2014
Complete Final Plans	January 30, 2015

Estimate of Hours

Task	Hours
1- Data Collection	40
2- Topographic Survey	129
3- Geotechnical Report	5
4- Meetings	16
5- Preliminary Design and Alternatives Analysis	55
Alternative Analysis	25
Preliminary Geometric Design	30
6- Plan Preparation	566
QC/QA	12
Estimate of Cost and Time	30
Specifications	30
Roadway Design	140
Drainage and Utilities Design	100
Maintenance of Traffic and Construction Staging	44
Cross Section Design	100
Detailed Drawings	80
Utility Coordination	30
7- Manage Project	35
Total Hours	846

Engineering Fee

Fee	
Design Engineering Services	\$97,400
Subconsultants (Geotechnical)	\$4,000
Mileage and Expenses	\$700
Total Fee	\$102,100

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs which in total will not exceed \$102,100.

The attached Standard Terms and Conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files.**

We appreciate this opportunity to assist the Village with its street maintenance program, and we look forward to working with you on this project. Please feel free to call me if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Steve Larson, PE, BCEE
President/CEO

Attachment

VILLAGE OF RANTOUL, IL

ACCEPTED BY: _____

TITLE: _____

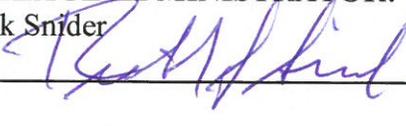
DATE: _____

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**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Village acceptance of the deeds for Parcels A1b-3; A1c; A2c-8; and A3b	DEPARTMENT: Public Works Airport/EDC
AGENDA SECTION:	AMOUNT: \$10.00
ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: May 30, 2018
SUMMARY HIGHLIGHTS: This Agenda Item provides for the formal acceptance of the deeds for Parcels: A1b-3, A1c, A2c-8, and A3b from the United States Air Force. These deeds reflect the following properties: <ul style="list-style-type: none"> • A1b-3 is 909 Pacesetter (Hangar 3's south-side/loading dock area) • A1c is the load out area for Ag Aviation (crop dusters) • A2c-8 is 909 Pacesetter (Hangar 3 structure) • A3b is 801 Pacesetter (Hangar 2 structure) <p>Three (3) of these parcels are components of the real estate transaction approved in March 2018 (Ordinance #2566) and amended in May 2018 (Ordinance #2570). With the Village securing these deeds, the process of working with the Federal Aviation Administration (FAA) for the release of the appropriate parcels from the Airport will accelerate and will allow for the completion of this and other pending real estate transactions. (707 E Veterans Parkway (Building 718) and 1008 Aviation Road (Building 26)).</p>	
RECOMMENDED ACTION: Authorize the Village's acceptance of the deeds for Parcels A1b-3; A1c; A2c-8; and A3b.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. Eric Vences 	VILLAGE ADMINISTRATOR: Rick Snider 

Village of Rantoul

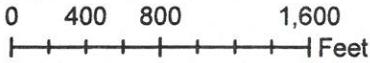
Chanute Parcels

Transfers

- EDC Phase 1 (2014)
- Deeded to Village (1991-2008)
- EDC Phase 1.1 (2015)
- Public Sale
- Dept. of Interior Public Benefit
- Negotiated Sale with Lincoln's Challenge

Future Transfers

- Negotiated Sale (Village)
- EDC Future Transfers
- FAA
- University of Illinois
- Lincoln's Challenge



Village of Rantoul
Public Works Dept.
200 W. Grove Avenue
Rantoul, IL 61866
(217) 892-6526

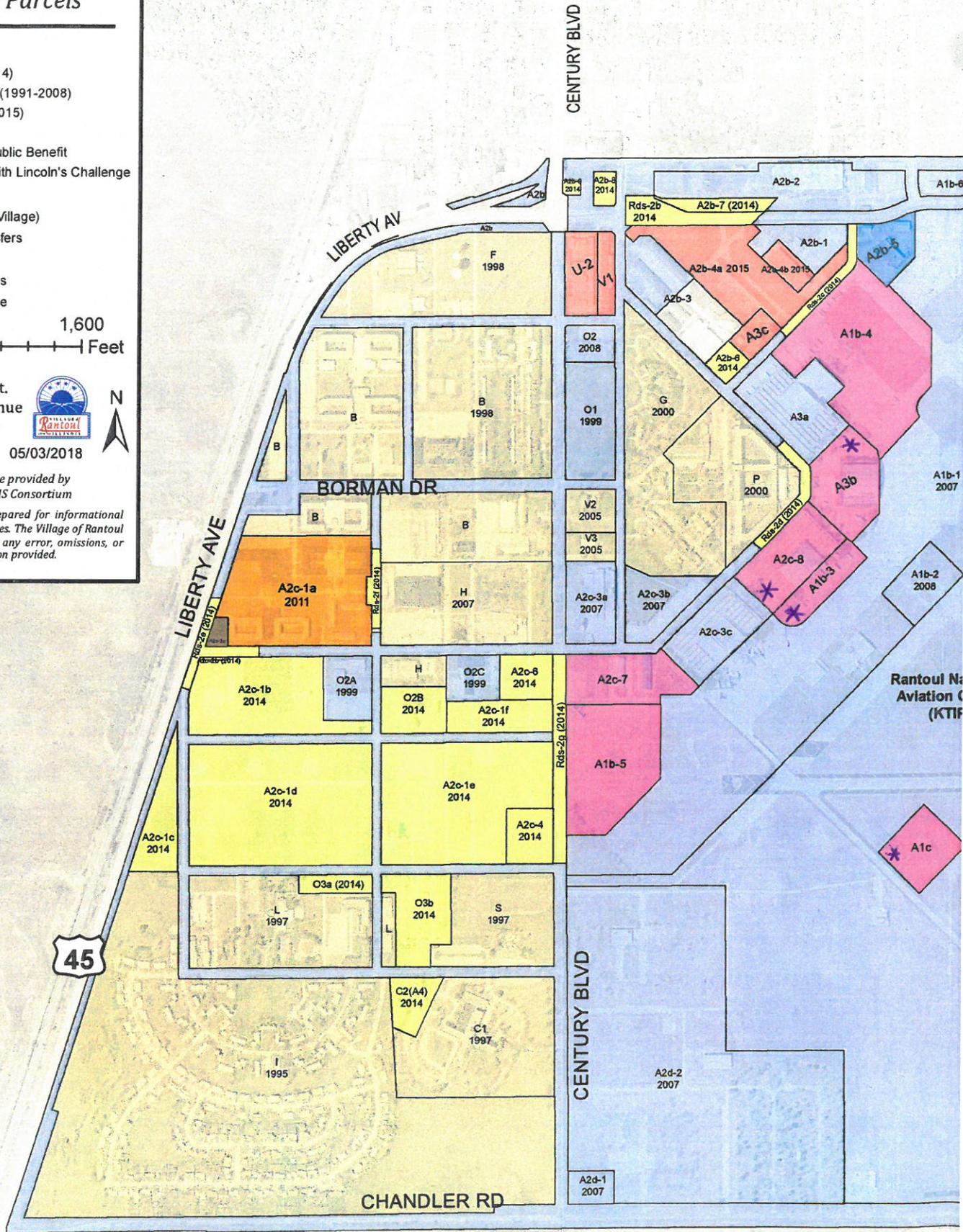


05/03/2018



***2017 Aerial Image provided by
Champaign County GIS Consortium

NOTE: This product was prepared for informational
and general reference purposes. The Village of Rantoul
shall assume no liability for any error, omissions, or
inaccuracies in the information provided.



ORDINANCE NO. 2566

AN ORDINANCE
AUTHORIZING AND APPROVING A CONTRACT FOR THE SALE
OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS
(735, 801 and 909 Pacesetter Drive)

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) is the owner of certain parcels of real estate commonly known as 735, 801 and 909 Pacesetter Drive, Rantoul, Illinois, which are more particularly depicted on Exhibit A attached hereto and incorporated herein by this reference thereto (the “**Real Estate**”); and

WHEREAS, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village has determined that it is necessary, desirable and in the best interests of the Village to sell the Real Estate; and

WHEREAS, there has been presented to and there is now before the meeting of the Corporate Authorities at which this Ordinance is adopted the form of a Contract For Sale of Real Estate by and between the Village, as Seller, and John Van Der Velde, as Buyer (the “**Buyer**”), under and by which such Buyer has agreed to purchase the Real Estate for \$3,400,000.00 (the “**Contract**”).

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

Section 1. That the Contract, including the terms thereof as set forth in the form of such Contract as presented to and now before the meeting of the Corporate Authorities at which this Ordinance is adopted, be and the same is hereby authorized and approved.

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

Section 3. That the conveyance of the Real Estate is hereby authorized to be made to the Buyer upon full and complete performance by the Buyer of its obligations under the Contract, the Corporate Authorities hereby expressly finding that the Real Estate is no longer necessary for, useful to, or in the best interests of the Village to retain.

Section 4. That all actions of the officers, employees and agents of the Village heretofore taken in connection with the Contract and such conveyance of the Real Estate are hereby ratified, confirmed and approved.

Section 5. That from and after the effective date of this Ordinance, the proper officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute and deliver all such supplemental documents and instruments as may be necessary to accomplish the purposes of the Contract and this Ordinance in accordance with the respective terms, conditions and undertakings thereof, including the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the conveyance of the Real Estate in connection with the Contract.

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

PASSED this 13th day of March, 2018.



Village Clerk

APPROVED this 13th day of March, 2018.



Village President

ORDINANCE NO. 2570

**AN ORDINANCE
AUTHORIZING AND APPROVING A
CONTRACT FOR THE SALE OF REAL ESTATE, FIRST AMENDED
AND RESTATED OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS
(735, 801 and 909 Pacesetter Drive and 1 Aviation Center Drive)**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) is the owner of certain parcels of real estate commonly known as 735, 801 and 909 Pacesetter Drive and 1 Aviation Center Drive, Rantoul, Illinois, which are more particularly depicted on Exhibit A attached hereto and incorporated herein by this reference thereto (the “**Real Estate**”); and

WHEREAS, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village has determined that it is necessary, desirable and in the best interests of the Village to sell the Real Estate; and

WHEREAS, there has been presented to and there is now before the meeting of the Corporate Authorities at which this Ordinance is adopted the form of a Contract For Sale of Real Estate, First Amended and Restated by and between the Village, as Seller, and John Van Der Velde, as Buyer (the “**Buyer**”), under and by which such Buyer has agreed to purchase the Real Estate for \$5,150,000.00 (the “**Contract**”), including the related Lease Agreement by and between the Village, as Lessor and the Buyer, as Lessee (the “**Lease**”) in connection with the Contract.

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

Section 1. That the Contract and the Lease, including the terms thereof as set forth in the form of such Contract and Lease as presented to and now before the meeting of the Corporate Authorities at which this Ordinance is adopted, be and the same are hereby authorized and approved.

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

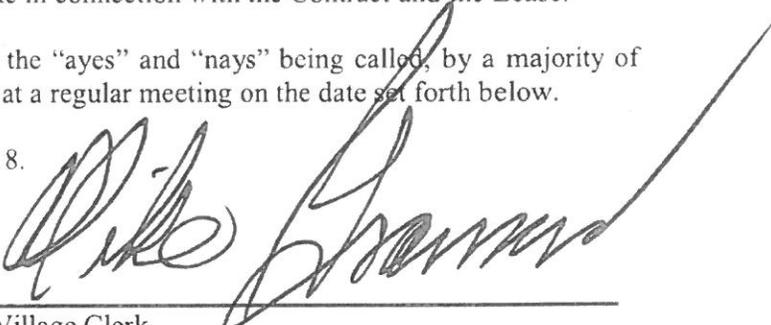
Section 3. That the conveyance of the Real Estate is hereby authorized to be made to the Buyer upon full and complete performance by the Buyer of its obligations under the Contract and the Lease, the Corporate Authorities hereby expressly finding that the Real Estate is no longer necessary for, useful to, or in the best interests of the Village to retain.

Section 4. That all actions of the officers, employees and agents of the Village heretofore taken in connection with the Contract and the Lease and such conveyance of the Real Estate are hereby ratified, confirmed and approved.

Section 5. That from and after the effective date of this Ordinance, the proper officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute and deliver all such supplemental documents and instruments as may be necessary to accomplish the purposes of the Contract, the Lease and this Ordinance in accordance with the respective terms, conditions and undertakings thereof, including the execution, acceptance, delivery, and recordation of any supplemental agreements, deeds, and other instruments pertaining to the conveyance of the Real Estate in connection with the Contract and the Lease.

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

PASSED this 8th day of May, 2018.



Village Clerk

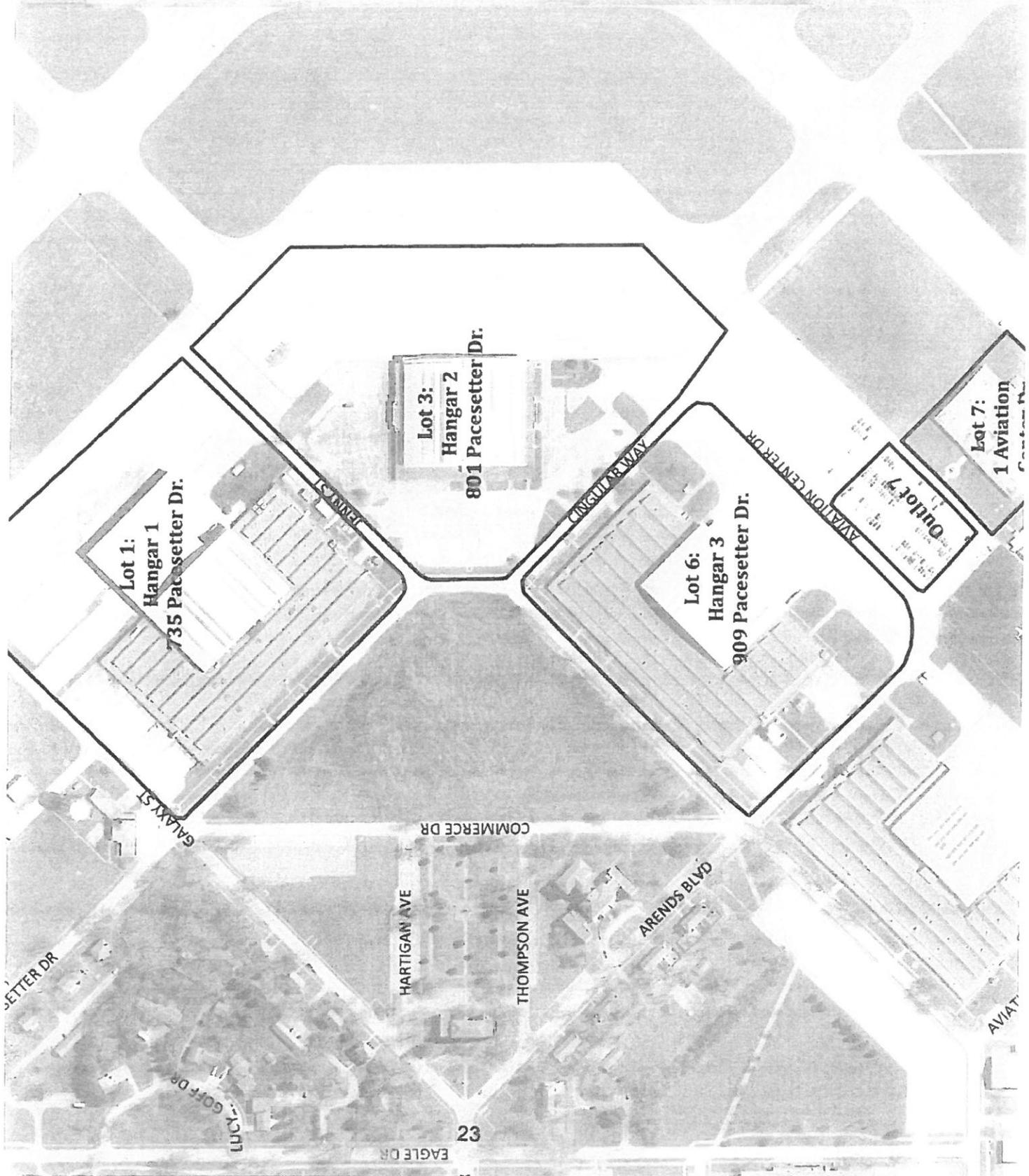
APPROVED this 8th day of May, 2018.



Village President



Exhibit A



Lot 1:
Hangar 1
735 Pacesetter Dr.

Lot 3:
Hangar 2
801 Pacesetter Dr.

Lot 6:
Hangar 3
909 Pacesetter Dr.

Lot 7:
1 Aviation

Outlet

SETTER DR

CHICK GOLF DR

GALAXY ST

EAGLE DR

COMMERCE DR

HARTIGAN AVE

THOMPSON AVE

ARENDS BLVD

CIRCULAR WAY

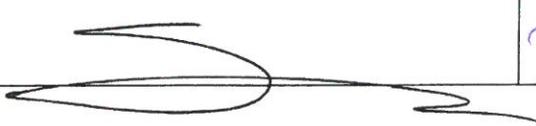
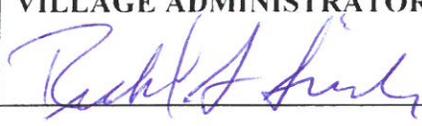
AVIATION CENTER DR

AVIAT

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

PAGE 1 OF 15

ITEM: Recommendation of approval of a General Variance for Jimmy Johns sign	DEPARTMENT: Planning & Zoning
AGENDA SECTION: Planning & Zoning	AMOUNT: -0-
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: May 22, 2018
SUMMARY HIGHLIGHTS: Application 18-V-1 by Bendsen Signs & Graphics, Inc., on behalf of Subwars, LLC, as lessee, with respect to the zoning lot located at 710 W. Champaign Avenue, Rantoul, Illinois for a general Variance under Section 46-222 of the Zoning Ordinance from the provisions of Section 46-205 of the Zoning Ordinance to permit an increase in the distance of the location of a sign directed to users of interstate highways from the centerline of the interstate highway from 2,000 feet to 3,100 feet and a decrease in the distance of the location of such sign from a residential zoning district from 500 feet to 90 feet. A public hearing on the requested variance was held on May 21, 2018 by the Planning & Zoning Commission and there was a recommendation of approval by the Village Board.	
RECOMMENDED ACTION: Planning and Zoning Commission and staff recommend approval.	
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR: 

TO: The Board of Zoning Appeals
of the Village of Rantoul,
Champaign County, Illinois

Planning/Zoning Case Number: 18-1
Date of Filing: 4/11/18
[For Village Use Only]

APPLICATION FOR VARIANCE

1. **Applicant(s):** Set forth the full name(s) of each of the Applicant(s) as appearing on the deed or other instrument of transfer for the property and specify the nature of the legal or equitable ownership interest of the Applicant(s) in the property and the date any such interest was acquired.

Name(s): Austin Apgar / Apgar Investments, LLC

Address(es): 1240 E CR 1250 W CR Tuscola, IL 61953

Daytime Phone #: 217-202-9772

E-mail Address: Austin@apgarfarms.com

Nature	<u>Jimmy John's Sandwich Shop</u>	Property	Interests:
Date	<u>January 25th 2016</u>	Property	Acquired:
		<u>Property</u>	<u>Acquired</u>

2. **Property.** Set forth the legal description, common address and zoning classification of the property. (NOTE: The Village of Rantoul CANNOT fill in the legal description for you.

You can find the legal description on your mortgage or title search. If the legal description is not listed below on this application, then the application will be rejected and you will have to reapply)

Legal Description (Attach additional sheet, if necessary):

Attached Warranty Deed with description

Common Address: 710 W. Champaign Ave

Zoning Classification: C-2

3. **Variance Request:** Set forth specifically the applicable Section(s) of the Zoning Ordinance from which a variance is requested as well as the nature and purpose of such variance.
Section(s):

Nature (e.g., to reduce the side yard requirement from 10 feet to 5 feet, or to vary the height limitation from 35 feet to 38 feet):

Decrease the requirement of 500 feet from any residential zoning district.

Purpose (e.g., to construct, reconstruct, enlarge or modify any structure(s); generally describe any structure(s) so affected):

To enable the business interstate visibility

4. **Reasons for Request.** Set forth in detail the reasons for requesting such variance so as to demonstrate each of the four (4) criteria listed below. (No variance can be granted under the provisions of the Rantoul Zoning Ordinance unless each of these four (4) criteria are satisfactorily demonstrated by the Applicant(s)).

- A. That the variance requested is necessary due to special conditions and circumstances relating to the property or structure(s) involved, or to the use or occupancy thereof, which are not generally applicable to other properties or structures in the same zoning district so that the proposed variance will not serve as a special privilege but will alleviate some demonstrable and unusual condition or circumstance:

This property is adjacent to a residentially zoned property. An interstate sign is allowed for this parcel, but the restriction of 500 feet away from a residential property currently prohibits one.

- B. That the literal interpretation of the provisions of the Zoning Ordinance would impose a hardship by depriving the Applicant(s) of rights commonly enjoyed by other properties or structures in the same zoning district under the terms of the Zoning Ordinance:

Several other neighboring businesses have interstate signs and benefit from the interstate traffic

- C. That the variance requested will not alter the essential character of the neighborhood, impair an adequate supply of light or air to adjacent property, substantially increase congestion in the streets, increase the danger of crime, diminish the value of nearby property, or impair the public health, safety and welfare:

The variance request will not alter the character of the neighborhood.

- D. That the special conditions, circumstances or hardships are not the result of the actions of the Applicant(s):

The existing zoning conditions are not a result of the applicants actions.

5. **Plat Plan.** Submit with this application a plat plan, approximately to scale, of the property showing the lot lines, dimensions, the location of any existing structure(s) and/or any other improvements to be constructed on the property, and the area where the variance is sought. If the plat plan is prepared by the Applicant(s), such plat plan should be on paper no larger than 11 inches x 17 inches. If the plat plan is prepared for the Applicant(s) by a professional architect or engineer, then the plat plan may be on any size paper. At least ten (10) copies of such plat plan shall submitted with this application.
6. **Filing Fee and Cost of Publication.** Attach the filing fee in the form of a check made payable to the Village of Rantoul in the amount of \$50.00. The costs of publishing any notice(s) of the public hearing to be held in connection with this application must also be paid by the Applicant(s) in the form of a check made payable to the Village of Rantoul upon being billed by the Village of Rantoul for such costs.
7. **Authorization or Consent of Others Having Ownership Interests.** If the Applicant(s) signing this application below do not include all persons or entities having a legal or equitable ownership interest in the property, submit with this application the written authorization or consent of any such other persons or entities to make application for the variance requested.

Each of the undersigned, being first duly sworn, do hereby state that each knows the contents of this Application and the matters and things therein set forth, and that the same are true and correct to the best of the knowledge and belief of each of the undersigned.

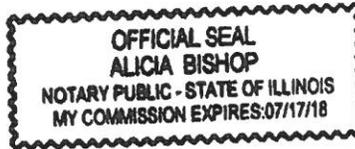
DATED this 17th day of May, 2017.

Amy C. Dumbin, Bendson Signs & Graphics
Applicant(s)

Applicant(s)

Subscribed and sworn to before me this
17th day of May, 2017.

Alicia Bishop
NOTARY PUBLIC



To Whom It May Concern,

I am giving permission to Bendsons Signs and Graphics to act on our behalf when it comes to the signage variance permit for our Jimmy John's in Rantoul. If you have any questions please call me at 217-649-9098.

Sincerely,

Patrick Wampler

Owner Subwars, LLC

Sign:

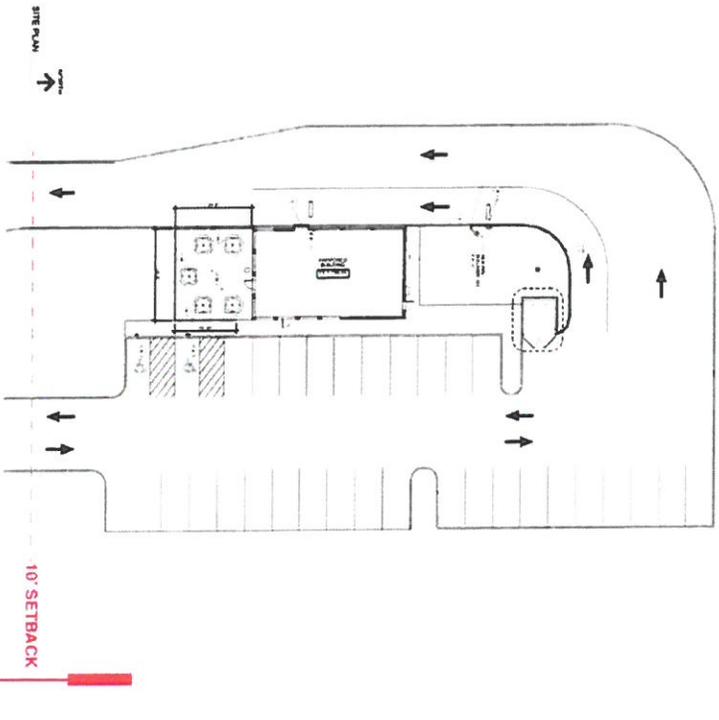
A handwritten signature in black ink, appearing to read "Patrick Wampler", written over a horizontal line.

Date:

5-17-17

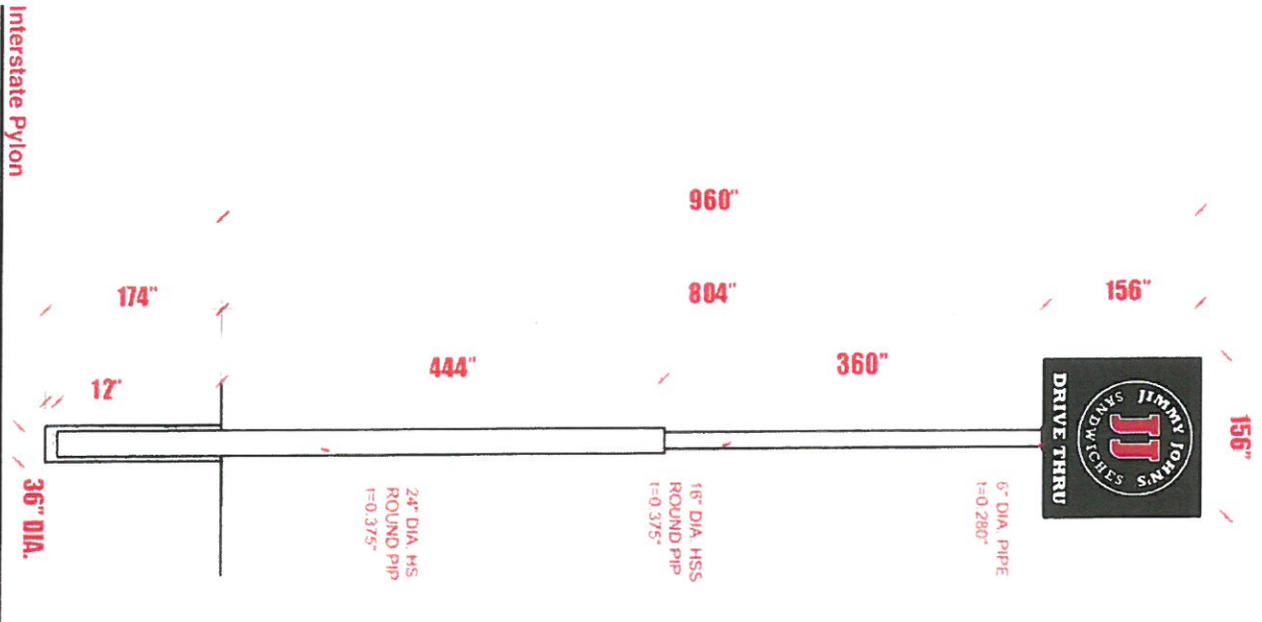
Jimmy John's Distance Measurements for Variance





SIGN F Interstate Sq. Footage: 170

Quantity: One (1) Double sided, extruded, internally illuminated flex face cabinet.
 Vinyl Colors: 3630-22 Black and 3630-83 Regal Red



Interstate Pylon

Bandsen
 Signs & Graphics, Inc.
 2901 North Woodford
 Decatur, Illinois
 62526
 Phone: 217.877.2345
 Fax: 217.877.2347
 www.bsg1946.com

Project: Jimmy John's #3639
Address: 710 W Champaign Ave
 Rantoul, IL 61866
Account Manager: Alicia Bishop
Designer: Kristen Larsen
Scale: NTS
Design No. RANT_100
Date: 06-23-2016
Revisions: N/A

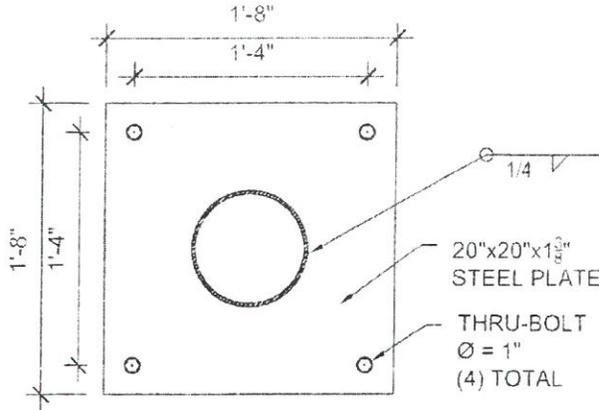
-APPROVALS-	
FRANCHISE OWNER	DATE
PROPERTY OWNER	DATE

This is an original unpublished drawing confidentially submitted for your personal use in connection with a project being planned for you by Bandsen Signs & Graphics, Inc. It is not to be shown or described to other nor is it to be used, reproduce, copied or exhibited in any fashion.

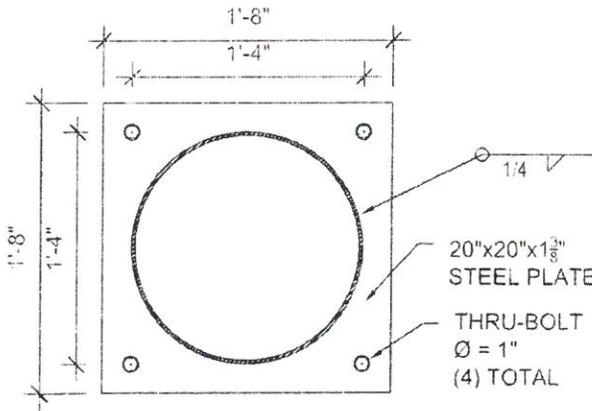
Note: The colors depicted here are a graphics representation. Actual color may vary.
 See color specifications.

PROJECT: JIMMY JOHN'S #3639, 710 W. CHAMPAIGN AVE., RANTOUL, IL
PROJECT #: 11877
CLIENT: BENDSEN SIGNS & GRAPHICS, INC.

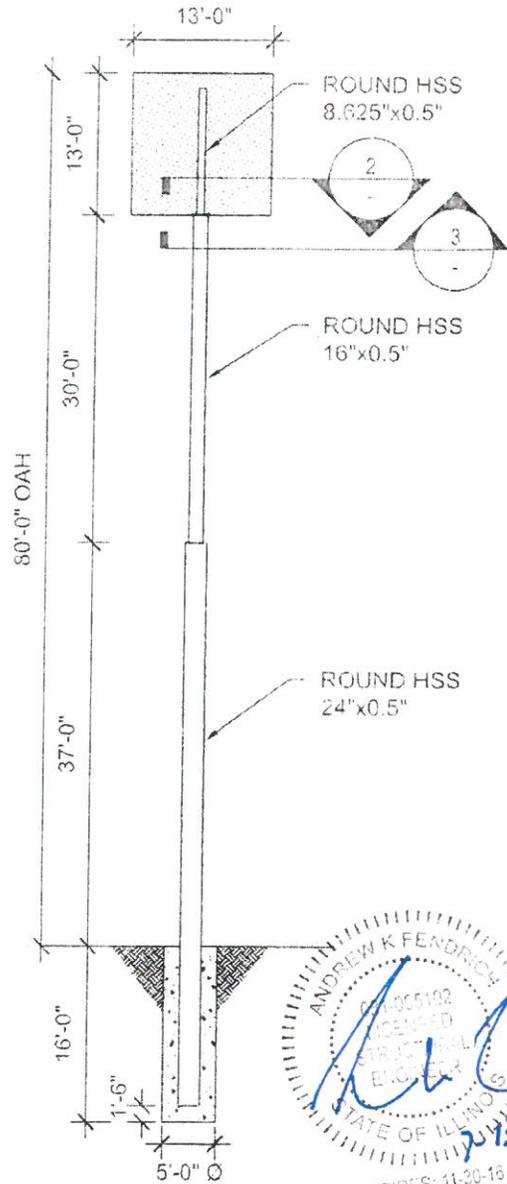
DATE: 7-11-16
ENGINEER: AF
PAGES:



2 TOP MATCH PLATE DETAIL



3 BOTTOM MATCH PLATE DETAIL



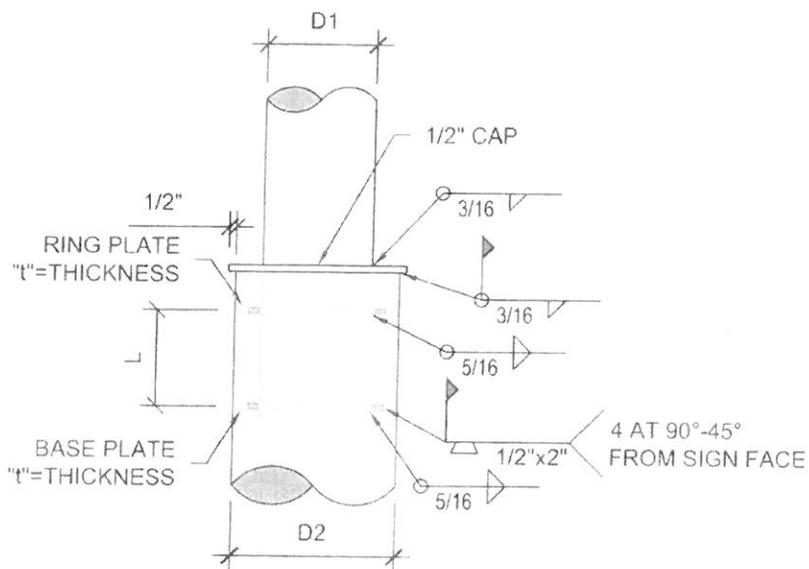
1 ELEVATION VIEW

GENERAL NOTES

1. DESIGN CODE: IBC 2006
2. DESIGN LOADS: ASCE 7-05
3. WIND VELOCITY: 90 MPH EXPOSURE C
4. CONCRETE 2500 PSI MIN.
5. LATERAL SOIL BEARING PER IBC CLASS 4 (150 PSF/FT)
6. ROUND HSS ASTM A500 GR. B $F_y=42$ KSI MIN.
7. PLATE STEEL ASTM A36 $F_y=36$ KSI MIN.
8. THRU-BOLTS ASTM A307 PER AISC
9. PROVIDE 3" CONCRETE COVER MIN. FOR STEEL
10. PROVIDE PROTECTION AGAINST DISSIMILAR METALS
11. EXISTING CONDITIONS MUST BE VERIFIED IN FIELD
12. GENERAL CONTRACTOR SHALL VERIFY THAT ALL EXISTING CONDITIONS ARE ADEQUATELY SUPPORTED AND CONNECTED BEFORE INSTALLATION

PROJECT: JIMMY JOHN'S #3639, 710 W. CHAMPAIGN AVE., RANTOUL, IL
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DATE: 7-11-16
ENGINEER: AF
PAGES:



④ SPLICE DETAIL

NOTES:

1. THIS DETAIL MAY BE USED FOR PIPE AND SQUARE TUBE SECTIONS.
2. $L = 1.5 \times D1$ OR 12" , WHICHEVER IS LARGEST

THICKNESS (t)

FOR $D1$ THRU 16" DIA., USE $t = 1/2"$ PL.
FOR 16" DIA. < $D1$ < 30" DIA., USE $t = 3/4"$ PL.
FOR $D1 > 30"$ DIA., USE $t = 1"$ PL.

SULLAWAY

ENGINEERING

10815 Rancho Bernardo RD., SD, CA 92127
 projectmanager@sullawayeng.com
 Phone: 858-312-5150 Fax: 858-777-3534

PROJECT: JIMMY JOHN'S
 PROJ. NO.: 11877
 CLIENT: BENDSEN SIGNS & GRAPHICS, INC.

DATE: 7/11/16
 ENGINEER: AF

v3.0 building code; IBC 2006

units: pounds, feet unless noted otherwise

Applied Wind Loads; from ASCE 7-05

$F = q_h \cdot G \cdot C_f \cdot A_s$ with $q_h = 0.00256 K_z K_{zt} K_d V^2$ (ASCE 6.5.10 and 6.5.14)

$C_f = 1.800$ (ASCE Fig. 6-20) max. height = 80.0
 $K_{zt} = 1.0$ (unless unusual landscape) $I = 1$ for structural category II
 $K_z =$ from ASCE table 6-3 Exposure = c
 $K_d = 0.85$ for signs
 $V = 90$ mph
 $G = 0.85$ (ASCE 6.5.8) weight = 2.829 kips
 $s/h = 0.163$ $M_{DL} = 0.00$ k-ft
 $B/s = 1.00$

Pole Loads	structure component	height at section c.g.	K_z	q_h	pressure $q_h \cdot G \cdot C_f$	Area	shear	Wind Moment M_w
	1	7.5	0.85	14.98	22.92	30.0	688	5157
	2	17.5	0.876	15.44	23.62	10.0	236	4134
	3	22.5	0.9208	16.23	24.83	10.0	248	5587
	4	27.5	0.96	16.93	25.91	10.0	259	7125
	5	32.5	1.00	17.55	26.85	10.0	268	8726
	6	36.00	1.02	17.93	27.43	4.0	110	3950
	7	38.5	1.03	18.18	27.82	4.0	111	4273
	8	50	1.09	19.23	29.42	26.6	782	39123
	9	63.5	1.14	20.17	30.86	9.3	287	18245
	10	73.5	1.18	20.88	31.94	169.0	5398	396742

sums: 282.90 8388 493.06 (M_w) k-ft arm = 58.78

$P_u = 3.39$ kip

$M = 493.06$ k-ft $M = \sqrt{(M_{DL}^2 + M_w^2)}$

$M_u = \sqrt{(1.2M_{DL}^2 + 1.6M_w^2)} = 788.90$ k-ft

Pole Design section; pipe

$M_u \geq \phi M_n$ with $M_n = f_y Z$ $f_y = 42$ ksi $\phi = 0.9$

H	M_u (k-ft)	Z req'd. (in)	Size(in)	t (in)	Z	
at grade	788.90	250.44	30	0.375	329.1	use HSS 24x0.5 $\phi M_n = 869.9$ kip-ft
splice at 37 ft	343.96	109.2	18	0.375	116.5	use HSS 16x0.5 $\phi M_n = 353.6$ kip-ft
at 67 ft	56.14	17.8	8	0.322	20.8	use HSS 8.625x0.5 $\phi M_n = 97.6$ kip-ft

Footing Design footprint: round

$\omega = 1.3$ (IBC 1605.3.2)

IBC Table 1806.2, sections 1806.3.4, 1807.3.2

$P = 10.90$ kip

$S1 = S \cdot x \cdot d / 3$

$A = 2.34 \cdot x \cdot P / (S1 \cdot x \cdot b)$

$S = 400$

$S1 = 1600$

$d = 0.5 \cdot x \cdot A \cdot (1 + (1 + 4.36 \cdot h/A)^{.5})$

IBC 1807.3.2.1

$A = 3.19$

footing: 5' - 0" dia.

16' - 0" deep

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PROJECT: JIMMY JOHN'S

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Thru-Bolts $\phi = 1"$

Mu = kip-ft = 674 kip-in
 Vu = lb = 8.64 kips
 Tension / Bolt = 21.0525 kips
 Shear / Bolt = 2.16 kips **4 Bolt Shear**
 T_{capacity} = 26.51 kips
 V_{capacity} = 15.90 kips
 Combine T&V = 0.93 **OK**

Fnt	=	<input type="text" value="45"/>	ksi
Fnv	=	<input type="text" value="27"/>	ksi
ϕ	=	<input type="text" value="1"/>	in
Ab	=	<input type="text" value="0.79"/>	in ²
n	=	<input type="text" value="2"/>	Bolts
s	=	<input type="text" value="16"/>	in
ϕ	=	<input type="text" value="0.75"/>	

20x20x1.375" Steel Base Plate

Attached Member Depth = in
 Shape Coefficient = (Circle)
 Bolt to Face Distance = in
 Arm = 4.8 in
 Mu = 202.104 kip-in
 b = in
 t = in
 Z = 7.56 in³
 Mn = 272.25 kip-in
 ϕ Mn = 245.025 kip-in **OK**

Fy	=	<input type="text" value="36"/>	ksi
ϕ	=	<input type="text" value="0.9"/>	

20x20x1.375" Steel Base Plate

Attached Member Depth = in
 Shape Coefficient = (Circle)
 Bolt to Face Distance = in
 Arm = 4.9 in
 Mu = 206.3145 kip-in
 b = in
 t = in
 Z = 7.56 in³
 Mn = 272.25 kip-in
 ϕ Mn = 245.025 kip-in **OK**

Fy	=	<input type="text" value="36"/>	ksi
ϕ	=	<input type="text" value="0.9"/>	

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PROJECT: JIMMY JOHN'S

DATE: 7/11/16

PROJ. NO.: 11877

ENGINEER: AF

CLIENT: BENDSEN SIGNS & GRAPHICS, INC.

v3 building code: IBC 2006

units: pounds, feet unless noted otherwise

Check Buckling for Round HSS Section

Pole Design-AISC

section; HSS(>12")

weight= 2.829 kips

 $F_y = 42$ ksi $\phi = 0.9$ $E = 29,000$ ksi

H	M_u (k-ft)		Size(in)	t (in)	Z	S	
at grade	788.90	250.44	24	0.5	276.2	212.4	spec wt= 0.289 kcf

r= 8.31

signage wt: 2.829 k

A= 36.91

pipe weight 2.368 k

D/t= 48.0

h (L) = 37

P= 5.197 k

KL/r= 106.9

P_r= 6.24 k

K= 2

 $F_{cr} = 21.32$ for $KL/r < \sqrt{E/f_y}$

AISC Chap. E3

 $F_e = 25.9$ ksi (E3-4) $F_{cr} = 22.74$ for $KL/r > \sqrt{E/f_y}$ $4.71\sqrt{E/f_y} = 125.9$ use $F_{cr} = 21.32$ for $D/t < 0.07 E/F_y$ section is compact0.07 $E/F_y = 48$ for $D/t < 0.31 E/F_y$ section is non-compact0.31 $E/F_y = 214$ Section is **compact** $P_n = F_{cr} A_g = 787.1$ k $P_c = \phi P_n = 708.4$ k $M_n = (0.021E/(D/t) + F_y) S = 975.9$ k (non-compact)

(F8-2)

 $M_n = F_y Z = 966.6$ k-ft (compact) $M_n = F_{cr} S = 377.5$ k-ft (slender - slender sections NOT USED)use $M_n = 966.6$ k-ft $M_c = \phi M_n = 869.9$ k-ft $P_r/P_c = 0.0088$

AISC Chap. H1

 $P_r/2P_c = 0.0044$ $P_r/P_c + 8/9 * M_r/M_c = 0.815$ For $P_r/P_c < 0.2$; $P_r/2P_c + M_r/M_c = 0.911$ use **0.911**

less than 1?

ok

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PROJECT: JIMMY JOHN'S
 PROJ. NO.: 11877
 CLIENT: BENDSEN SIGNS & GRAPHICS, INC.

DATE: 7/11/16
 ENGINEER: AF

v3

building code: IBC 2006

units: pounds, feet unless noted otherwise

Check Buckling for Round HSS Section

Pole Design-AISC

section; HSS(>12")

weight= 2.829 kips

 $F_y = 42$ ksi $\phi = 0.9$ $E = 29,000$ ksi

H	M_u (k-ft)	Size(in)	t (in)	Z	S	
at grade	347.63	110.36	16	0.465	112.3	85.7
				$r = 5.49$		
				$A = 22.69$		
				$h(L) = 30$		
	D/t= 34.4					spec wt= 0.289 kcf
	KL/r= 131.0					signage wt; 2.829 k
	K= 2					pipe weight 1.181 k
	Fe= 17.2 ksi (E3-4)			$F_{cr} = 15.15$	for $KL/r < \sqrt{E/f_y}$	P= 4.010 k
	$4.71\sqrt{E/f_y} = 125.9$			$F_{cr} = 15.12$	for $KL/r > \sqrt{E/f_y}$	$P_r = 4.81$ k
				use $F_{cr} = 15.12$		AISC Chap. E3
	for D/t < 0.07 E/Fy section is compact			0.07 E/Fy= 48		
	for D/t < 0.31 E/Fy section is non-compact			0.31 E/Fy= 214		
	Section is compact					
	$P_n = F_{cr} A_g = 343.2$ k			$P_c = \phi P_n = 308.9$ k		
	$M_n = (0.021E/(D/t) + F_y)S = 430.5$ k (non-compact)					(F8-2)
	$M_n = F_y Z = 392.9$ k-ft (compact)					
	$M_n = F_{cr} S = 108.0$ k-ft (slender - slender sections NOT USED)					
	use $M_n = 392.9$ k-ft					
	$M_c = \phi M_n = 353.6$ k-ft					
	$P_r/P_c = 0.0156$					AISC Chap. H1
	$P_r/2P_c = 0.0078$					
	$P_r/P_c + 8/9 * M_r/M_c = 0.889$					
	For $P_r/P_c < 0.2$; $P_r/2P_c + M_r/M_c = 0.991$					
	use 0.991			less than 1?		ok

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 PROJ. NO.: 11877
 CLIENT: BENDSEN SIGNS & GRAPHICS, INC.

DATE: 7/11/16
 ENGINEER: AF

v3

building code: IBC 2006

units: pounds, feet unless noted otherwise

Check Buckling for Round HSS Section

Pole Design-AISC		section; HSS(>12")		weight= 2.829 kips		E= 29,000 ksi	
	$F_y = 42$ ksi		$\phi = 0.9$				
H	M_u (k-ft)	Size(in)	t (in)	Z	S	spec wt=	0.289 kcf
at grade	56.14	17.82	8.625	0.465	31.0	23.1	2.829 k
				r=	2.89	pipe weight	0.269 k
				A=	11.92	P=	3.098 k
				h (L)=	13	$P_r =$	3.72 k
	D/t= 18.5			$F_{cr} = 21.02$	for $KL/r < \sqrt{E/f_y}$		AISC Chap. E3
	KL/r= 108.0			$F_{cr} = 22.27$	for $KL/r > \sqrt{E/f_y}$		
	K= 2			use $F_{cr} = 21.02$			
	$F_e = 25.4$ ksi (E3-4)						
	$4.71\sqrt{E/f_y} = 125.9$						
	for $D/t < 0.07 E/F_y$ section is compact		$0.07 E/F_y = 48$				
	for $D/t < 0.31 E/F_y$ section is non-compact		$0.31 E/F_y = 214$				
	Section is compact						
	$P_n = F_{cr} A_g = 250.6$ k			$P_c = \phi P_n = 225.5$ k			(F8-2)
$M_n = (0.021E/(D/t) + F_y)S = 146.1$	k (non-compact)						
$M_n = F_y Z = 108.5$	k-ft (compact)						
$M_n = F_{cr} S = 40.4$	k-ft (slender - slender sections NOT USED)						
use $M_n = 108.5$	k-ft						
$M_c = \phi M_n = 97.6$	k-ft						AISC Chap. H1
	$P_r/P_c = 0.0165$						
	$P_r/2P_c = 0.0082$						
	$P_r/P_c + 8/9 * M_r/M_c = 0.528$						
For $P_r/P_c < 0.2$; $P_r/2P_c + M_r/M_c = 0.583$							
use 0.583	less than 1?						ok

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
--------------------	-----------------------------------

ITEM: Change Order 505 Condit Roof Project	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: \$117,760
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: June 1, 2018

SUMMARY HIGHLIGHTS:
 This Agenda item provides for a change order to the roof project at 505 Condit. During the tear off it was discovered that much of the plywood and insulation was saturated and rotted on the entire southwest facing half of the roof. Code requires rotten wood to be replaced in order to maintain the structural integrity of the roof. Attached you will find a report prepared by Filotto Construction detailing the findings and recommended action. The additional cost will be submitted to insurance for evaluation. It is likely not going to be covered as part of the wind damage claim, in which case this project will be funded from TIF 1.

RECOMMENDED ACTION: Authorize the change order to the original contract with Filotto Construction Inc., in the amount of \$117,760.00 for the additional work at 505 Condit.

DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. Eric Vences	VILLAGE ADMINISTRATOR: Rick Snider
---	--

AGENDA PAGE NUMBER:



2111 Oakland Ave
Crest Hill IL 60403
Office: 815-740-5461
Fax: 815-740-5463

May 30th, 2018

Submitted to:
Rantoul Nat' Aviation Center
Village of Rantoul
6 Aviation Center Drive
Rantoul, IL 61866
ATT: Eric Vences

RE: 505 E. Condit Roof Replacement Project

During the progress of the roof replacement project at 505 E Condit Road we have encountered a large magnitude of damaged/saturated decking beneath the shingles. Majority of this was found on the south west side of the building (see below)



National Roofing
Contractors Association

United Union Of Roofers
Local 11

Members of:

Contractors Association
Of Will And Grundy Counties

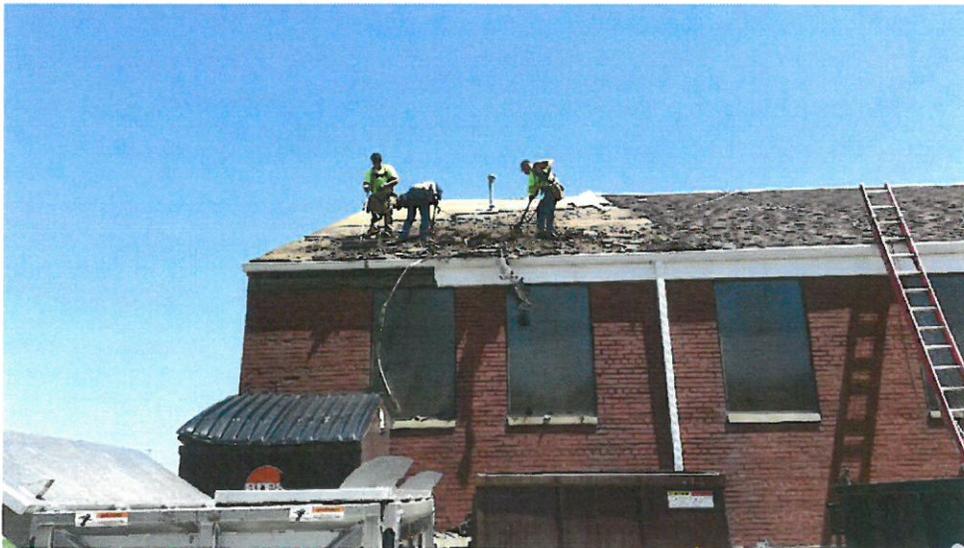
Chicago Roofing
Contractors Association



2111 Oakland Ave
Crest Hill IL 60403
Office: 815-740-5461
Fax: 815-740-5463

May 30th, 2018

The original roof deck consists of the following: 1 layer 3/8 plywood, 2 layers of 1" fiberboard insulation, and an 2x6 tongue and groove deck. Throughout demo we have found that the 3/8 plywood, and 2 layers of fiberboard insulation are unsalvageable due to a long period of water infiltration.



Members of:

National Roofing
Contractors Association

United Union Of Roofers
Local 11

Contractors Association
Of Will And Grundy Counties

Chicago Roofing
Contractors Association

May 30th, 2018



We were then directed by the Village of Rantoul inspection department that we are to remove the plywood and 2 layers of 1" insulation and replace it with 1" insulation and 7/16 OSB on the entire southwest elevation. The inspection department required this to fulfill code. It was then agreed that the additional costs would be based on the original contract square foot prices given on the bid form (\$4.00/sqft). The southwest elevation measures 360' long with a 40' rafter = 14,400sf. These costs are as follows:

Item	Cost/sqft	Total sqft	Total
1" fiberboard	\$ 4.00	14,400	\$ 57,600.00
7/16 OSB	\$ 4.00	14,400	\$ 57,600.00
Total		28,800	\$115,200.00

National Roofing
Contractors Association

United Union Of Roofers
Local 11

Members of:

Contractors Association
Of Will And Grundy Counties

Chicago Roofing
Contractors Association



2111 Oakland Ave
Crest Hill IL 60403
Office: 815-740-5461
Fax: 815-740-5463

May 30th, 2018

After a quarter of the way through the side we then discovered that the 2x6 tongue and groove deck underneath the insulation has also been damaged from water infiltration over the years. We were told to remove all the existing 1" fiberboard insulation and plywood and temporarily tarp the roof so the inspection department can deem exactly how much of the tongue and groove deck we are to replace. We are still investigating this condition. I will know more tomorrow after we inspect the deck.



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May 30th, 2018

We also ran into a couple bad spots on the north-east roof section. These are the costs:

Item	Cost/sqft	Total sqft	Total
1" fiberboard	\$ 4.00	320	\$ 1,280.00
3/8 plywood	\$ 4.00	320	\$ 1,280.00
Total		640	\$ 2,560.00



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May 30th, 2018

Summary:

Total costs to date:

1" fiberboard insulation: $14,720\text{sf} \times \$4.00/\text{sqft} = \$58,880.00$

Plywood: $14,720\text{sf} \times \$4.00/\text{sqft} = \$58,880.00$

Total: \$117,760.00

Sincerely,

Kevin Filotto
Project Manager

National Roofing
Contractors Association

United Union Of Roofers
Local 11

Members of:

Contractors Association
Of Will And Grundy Counties

Chicago Roofing
Contractors Association

ORDINANCE NO. ____

AN ORDINANCE
AMENDING SECTION 14-66 OF THE RANTOUL CODE

VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 12th day of June, 2018, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. ____

AN ORDINANCE
AMENDING SECTION 14-66 OF THE RANTOUL CODE

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

Section 1. Adoption. Section 14-66, entitled “Purchase or contract work of authorized amounts”, of Article III, entitled “PURCHASING”, of Chapter 14, entitled “Finance”, of the Rantoul Code, as supplemented and amended, be and the same is hereby further amended as set forth in the title, headings and text thereof as attached hereto and hereby incorporated herein by this reference thereto.

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

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

Section 4. Publication. The Village Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form.

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

PASSED this 12th day of June, 2018.

Village Clerk

APPROVED this 12th day of June, 2018.

Village President

Sec. 14-66. - Purchase or contract work of authorized amounts.

The purchasing director is hereby authorized to make any purchase or to undertake any contract work or to authorize any purchase to be made or any contract work to be undertaken whose total actual or estimated cost does not exceed the amounts set forth below, provided that funds for any such purchase or contract work are provided for in the annual budget and provided, further, that any such purchase or contract work made or undertaken in accordance with the provisions of this article:

- (a) \$10,000.00 for purchases paid for with tax or other governmental revenues or the proceeds of any debt instrument payable from such tax or other governmental revenues;
- (b) \$30,000.00 for purchases paid for with enterprise revenues or the proceeds of any debt instrument payable from such enterprise revenues; and
- (c) \$40,000.00 for purchases of aircraft fuel.

After recordation please send a copy of recorded deed to:
AFCEC/CITE
2261 Hughes Avenue Suite 155
JBSA Lackland, TX 78236-9853

Space Above Reserved for Recorder's Use Only

QUITCLAIM DEED

(Parcels A1b-3, A1c, A2c-8, and A3b at the Former Chanute Air Force Base, Illinois)

I. PARTIES

THIS QUITCLAIM DEED (this “**Deed**”) is made and entered into as of _____, 2018 (the “**Effective Date**”), by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force (the “**Grantor**”), under and pursuant to the powers and authority contained in the Base Closure and Realignment Act of 1988, Pub. L. No. 100-526, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, and the VILLAGE OF RANTOUL, a municipality duly authorized and existing under the constitution and laws of the State of Illinois (the “**Grantee**”). Unless otherwise specifically stated, when used in this Deed, “Grantor” includes the assigns of the Grantor, and “Grantee” includes the successors and assigns of the Grantee.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid by the Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby release and forever quitclaim to the Grantee whose address for notice is Village of Rantoul, 333 South Tanner Street, Rantoul, Illinois, 61866, all of the right, title, interest, claim and demand that the Grantor has in and to the real property situated, lying and being in the County of Champaign, State of Illinois, consisting of 22.63 acres, more or less (Parcels A1b-3, A1c, A2c-8, and A3b), as more particularly described in **Exhibit A** to this Deed.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected or located thereon or in anywise appertaining thereto (together with the real property described on **Exhibit A**, the “**Property**”).

IV. EXCEPTIONS

AND EXCEPTING THEREFROM any and all equipment and other facilities associated with environmental remediation (collectively “**Remedial Systems**”), if any, owned by Grantor or its agents, whether above, on, or below the ground surface of the Property. The Remedial Systems include groundwater monitoring wells, piezometers, extraction/reinjection wells, treatment equipment/systems, the treated groundwater discharge/outfall structure; soil vapor monitoring wells; piping associated with wells, electric (power) lines and conduit associated with equipment, fiber optic/other communication lines and conduit associated with equipment; the cap, vent wells, fencing, settlement monuments, and the drainage channel/piping/systems associated with the landfill.

V. RESERVATIONS

All reservations stated in Section VII below.

VI. CONDITION

A. The Grantee shall accept the conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, privileges, benefits, agreements, and encumbrances, whether or not of record.

B. Except to the extent provided in this Deed, required by applicable federal law or state law for which the Grantor has waived its sovereign immunity in writing, the Grantee shall (i) accept the Property “as is, where is” without any representation, promise, agreement, or warranty, whether express or implied, on the part of the Grantor, or regarding the making of any alterations, improvements, repairs, or additions and (ii) be liable for any latent or patent defects in the Property.

VII. NOTICE, DESCRIPTION, ASSURANCES, ACCESS RIGHTS AND COVENANTS FOR SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (“CERCLA”) (42 U.S.C. § 9620(h)(3))

Consistent with Section 120(h)(3)(A) of CERCLA (42 U.S.C. § 9620(h)(3)(A)), the Grantor provides the notices and covenants, and retains the access rights stated below:

A. Notice pursuant to Section 120(h)(3)(A)(i)(I) and (II) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of CERCLA (42 U.S.C. 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, on the Property (as defined in Section 120(h)), is provided in **Exhibit B**.

B. Description of Remedial Action Taken, if any, pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

A description of the remedial action taken, if any, on the Property is provided in **Exhibit B**.

C. Covenants pursuant to Section 120(h)(3)(A)(ii) and (B) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):

The Grantor warrants that:

1. All remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to Section 120(h)(3)(A)(i)(I) of CERCLA remaining on the Property has been taken before the date of this Deed; and

2. Subject to Section 120(h)(3)(B), any additional remedial action found to be necessary after the date of this Deed shall be conducted by the Grantor.

D. Access Rights pursuant to Section 120(h)(3)(A)(iii) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(iii)):

1. The Grantor retains and reserves for any of its agencies and their respective officers, agents, employees, contractors and subcontractors, a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a response action is found to be necessary on the part of the Grantor, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test pitting, installing monitoring or pumping wells or other treatment facilities, response action, or any other action necessary for the Grantor to comply with its obligations in this Deed. Such easement and right of access shall be binding on the Grantee and shall run with the land.

2. In exercising such easement and right of access, the Grantor shall provide the Grantee with reasonable notice of its intent to enter upon the Property and exercise its rights under this Deed, which notice may be severely curtailed or even eliminated in emergency situations. The Grantor shall use reasonable means to avoid and to minimize interference with the Grantee's quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the Grantor. Excluding the reasonable charges for such utility services, no

fee, charge, or compensation will be due the Grantee for the exercise of the easement and right of access hereby retained and reserved by the Grantor.

3. The Grantee shall not have any claim at law or equity against the Grantor or any officer or employee of the Grantor based on actions taken by the Grantor or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Deed in exercising such easement and right of access: provided, however, that nothing in this Subparagraph VII.D.3 shall be considered as a waiver by the Grantee of any remedy available to it under the Federal Tort Claims Act or other applicable federal law.

E. Environmental Restrictive Covenants. The following environmental restrictive covenants are being created to protect human health and the environment against residual contaminant(s) as a component of the remedial action, if any, taken in Section VII.B:

Within the Institutional Control (IC) boundaries of Site SS076 which are depicted on **Exhibit C**:

(a). The Grantee shall not extract ground water for any purpose other than remediation or monitoring.

(b). The Grantee shall not conduct or allow others to conduct activities that would cause disturbance of any equipment or systems associated with groundwater remediation or monitoring.

(c). The Grantee shall not conduct or allow others to conduct activities that would limit access to any equipment or system associated with groundwater remediation or monitoring.

(d). The Grantee shall not conduct or allow others to conduct activities that would cause disturbance to soil without (i) the prior written approval of the Grantor and (ii) obtaining a dig permit through the State of Illinois Joint Utility Locating Information for Excavators System.

F. Release of Environmental Restrictive Covenants.

The Grantee may request from the Grantor a modification or release of one or more of the environmental restrictive covenants in whole or in part in this Section, subject to the notification and concurrence or approval of the State of Illinois and the Grantor. In the event the request of the Grantee for modification or release is approved by the Grantor and the State of Illinois, the Grantor shall modify or release the covenant (a “**Covenant Release/Modification**”). All costs associated with the Covenant Release/Modification shall be the sole responsibility of the Grantee, without any cost whatsoever to the Grantor. The Grantor shall deliver the Covenant Release/Modification to the Grantee in recordable form.

In the event the Grantor, with the concurrence or approval of the State of Illinois determines any of the environmental restrictive covenants contained in this Section should be modified or is no longer necessary, then the Grantor may record a document modifying or removing such covenant.

VIII. RELATED COVENANTS

A. Limitation on Warranty. The warranty set forth in Paragraph VII.C above is limited to response actions found to be necessary to protect human health and the environment from “hazardous substances” (as such term is defined in CERCLA) used by the Grantor and existing on the Property on the date of this Deed. The obligation of the Grantor under such warranty does not extend to response actions required as a result of an act or omission of the Grantee, which act or omission (1) introduces new or additional contamination, (2) constitutes a breach of any environmental restrictive covenant set forth in this Deed, or (3) increases the cost of the required response action by its failure to provide timely notice of encountering contamination or by its improper management of any contamination or contaminated soil or water existing on the Property on the date of this Deed.

B. Notice of Contaminants. If the Grantee encounters what it believes to be a hazardous substance or hazardous waste during development activities on the Property, the Grantee shall immediately cease such activities in the affected area and implement controls for the exposed hazardous substance or hazardous waste to minimize the potential airborne release or migration of or exposure to such substance and promptly notify the Grantor. The Grantor shall promptly inspect the discovered substance and determine if a response or other mitigation is warranted by Grantor under CERCLA or other applicable federal laws. If such substance warrants a response or mitigation that is the responsibility of the Grantor under this Deed, then the Grantor shall take such actions. The Grantee shall not resume development activities in the affected area until it receives written notice that it may do so from the Grantor.

C. Access to Property. Grantor may exercise the right of access reserved to the Grantor in Paragraph VII.D to perform remedial action or corrective action on the Property or on adjoining or nearby lands under applicable federal laws other than CERCLA (collectively, the “**Access Right**”).

The Access Right also may be exercised by agencies of the State of Illinois and their respective officers, agents, employees, contractors and subcontractors.

IX. OTHER COVENANTS AND NOTICES

A. Asbestos Containing Materials (“ACM”). The Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground that may contain ACM. The Grantee shall comply with all federal, state, and local laws relating to ACM. The Grantee shall use due care during Property development activities that may uncover pipelines or other buried ACM. The Grantee shall notify the Grantor promptly of any potentially friable ACM that constitutes a release (or potential release) under CERCLA. The Grantor’s responsibility under this Deed for friable ACM is limited to friable ACM in demolition debris associated with past Grantor activities and is limited to the actions, if any, to be taken in accordance with the covenant contained in this Paragraph IX.A. The Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. Except as otherwise provided by federal law, the Grantor assumes no liability for property damage or personal injury,

illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity which occurs, after the Effective Date of this Deed and causes or leads to contact of any kind whatsoever with ACM on the Property.

B. Lead-Based Paint and Lead-Based Paint-Containing Materials and Debris (collectively “LBP”).

1. LBP was commonly used prior to 1978 and may be located on the Property. The Grantee shall exercise caution during any use of the Property that may result in exposure to LBP.

2. The Grantee shall be solely responsible for managing LBP, including LBP in soils, in accordance with all applicable federal, state, and local laws and regulations. The Grantor shall have no liability for property damage or personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, contact, disposition, or other activity involving LBP on the Property which occurs after the Effective Date of this Deed. The Grantee shall notify the Grantor promptly of any discovery of LBP in soils that appears to be the result of past Grantor activities and that is found at concentrations that may require remediation. The Grantor hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action for which it is responsible under federal law that it determines is necessary.

C. Pesticides. Registered pesticides have been applied to the Property and may continue to be present thereon. Where a pesticide was applied by the Grantor or at the Grantor’s direction, to the best of the Grantor’s knowledge, the pesticide was applied in accordance with its intended purpose and consistent with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA – 7 U.S.C. §136, et. seq.) and other applicable laws (a “**Properly Applied Pesticide**”). If the acts or omissions of the Grantee cause a release of a Properly Applied Pesticide, the Grantee assumes all resulting responsibility and liability therefor as may be required under applicable law.

D. Perfluorooctanesulfonate (PFOS) and Perfluorooctanoate (PFOA). PFOS and PFOA have been detected in the Wisconsinian groundwater system underlying Parcel A3b which is more particularly described by metes and bounds in **Exhibit A**, at levels above the 2016 lifetime health advisory of the United States Environmental Protection Agency. Subsequent to recordation of this Deed in Champaign County, Illinois (“County”), an Environmental Covenant executed by Grantee, as Grantor, and the Illinois Environmental Protection Agency and United States Air Force, as Agencies, also will be recorded in the County whereby ~~the State of Illinois will prohibit~~ consumption of Wisconsinian groundwater underlying Parcel A3b will be prohibited.

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E. Non-Discrimination. The Grantee shall not to discriminate on the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes.

F. Historic Preservation Covenant. Facility 2 (Gymnasium) and Facility 29 () are located on Parcel (), and Facility 7 (Hanger 2) is located on [Parcel A3b] within the Chanute AFB Historic District depicted on Exhibit (the "Historic Property"). The Grantee shall preserve and maintain the Historic Property in a manner that preserves the overall character of the Chanute AFB Historic District, including but not limited to, its structures (to include exterior facades and fenestration, scale, color, use of materials, and mass), and any views from, to, and across the Historic Property, which are attributes that contribute to defining the character of the Chanute AFB Historic District of which the Historic Property is a part, in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and the Guidelines for Rehabilitating Historic Buildings (National Park Service 1990) in order to preserve and enhance those qualities that make the History Property eligible for inclusion in the National Register of Historic Places. This covenant shall be a binding servitude upon the Historic Property and shall run with the land.

- (1) No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken on the Historic Property that would materially affect the integrity or the appearance of the attributes described above without the prior written permission of the Illinois State Historic Preservation Officer ("Illinois SHPO"), and signed by a fully authorized representative thereof. Should the Illinois SHPO object to the proposed treatment of buildings and/or sites within thirty (30) days of receipt of the request and cannot resolve the differences, the Grantee shall request the comments of the Advisory Council on Historic Preservation ("Council") to resolve the dispute. The Council will provide comments within thirty (30) days of receipt of the request from the Grantee. The Grantee shall consider the Council's comments in reaching its decision on the treatment. The Grantee will report its decision to the Council, and if practicable, it will do so prior to initiating the treatment.
- (2) Upon acquisition of any standing historic Structures, Grantee shall take prompt action to secure all of them from the elements, vandalism, and arson, and undertake any emergency stabilization that may be required. Grantee shall make every effort to retain or reuse, to the extent practicable, the historic structures.
- (3) Should any historic properties (structures, artifacts, etc.) be discovered during implementation of an undertaking, the Grantee shall stop work promptly and obtain the comments of the Illinois SHPO regarding appropriate treatment of the findings and the site. The final mitigation plan shall be approved by the Illinois SHPO.
- (4) The Grantee shall allow the Illinois SHPO, or his or her designee, at all reasonable times and upon reasonable advance notice to Grantee, to inspect the Historic Property in order to ascertain whether Grantee is with the conditions of this preservation covenant
- (5) The Grantee shall provide the Illinois SHPO and the Council with a written summary of actions taken to implement the provisions of this preservation covenant within one (1) year after the Effective Date of the transfer of the Historic Property. Similar reports shall be submitted to the Illinois SHPO and the Council each January thereafter until the Grantor has disposed of the entire Chanute AFB Historic District.
- (6) Failure of the Illinois SHPO to exercise any right or remedy granted under this preservation covenant shall not have the effect of waiving or limiting the exercise by

the Illinois SHPO of any other right or remedy or the invocation of such right or remedy at any other time.

(7) With the prior written approval of the Illinois SHPO, the Grantee may modify, remove, or release any or all of the foregoing restrictions for reasons including, but not limited to, economic factors, lack of structural integrity, or imminent threat to human health or safety. Prior to such action, Grantee will notify the Council of the proposed modification, removal, or release, and allow the Council thirty (30) days to comment.

This preservation covenant is binding on Grantee in perpetuity. The restrictions, stipulations and covenants contained herein shall be inserted by Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any lesser estate in the Historic Property, or any part thereof.

X. AIRPORT COVENANTS AND OBLIGATIONS

A. Airport Obligations. The conveyance of the Property is subject to the terms, restrictions, reservations, covenants, and conditions set forth in Subparagraphs 1 through 18 of this Paragraph X.A., which shall run with the land and be enforceable by Grantor, acting through the Administrator of the Federal Aviation Administration (“FAA”), or his or her successor in function (the “**Administrator**”) against the Grantee:

1. Use by the Grantee.

(a) Use as Public Airport. The Property shall be made available as an airport for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the Property within the meaning of the term “exclusive right” as used in Subparagraph 3.

(b) Maintenance in Safe and Serviceable Condition. Except as provided in subsection 1(d) below, the entire “landing area”, as defined in 49 U.S.C. § 40102(a)(28), as amended, and the Federal Aviation Regulations pertaining thereto, and all structures, improvements, facilities and equipment in which any interest is transferred shall be maintained for the use and benefit of the public at all times in safe and serviceable condition so as to assure its efficient operation and use; provided, however, that such maintenance shall be required as to structures, improvements, facilities, and equipment only during the useful life thereof as determined by the Administrator. In the event materials are required to rehabilitate or repair any of the Property, they may be procured by demolition of other portions of the Property which have outlived their use as airport property in the opinion of the Administrator. Notwithstanding any other provision of this instrument: (i) with the prior written approval of the FAA, the Grantee may close or otherwise limit use or access to any portion of the Property that it deems appropriate if such closure or use limitation is related to airport property operating considerations or is based upon insufficient demand for such portion of the Property; and (ii) with respect to any such portion of the Property, the Grantee shall be under no obligation to maintain the same other than as may be required to maintain adequate public safety conditions.

(c) Aerial Approaches and Compatible Land Use. Insofar as it is within its power and to the extent reasonable, the Grantee shall adequately clear and protect the aerial approaches to the Property. The Grantee shall either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Property which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations, as applicable, according to the currently approved airport layout plan. In addition, the Grantee shall not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the airport property, in any portion of a runway approach area in which the Grantee has acquired, or may hereafter acquire a property interest permitting it to so control the use made of the surface of the land.

(d) Disposal without Consent. No property included in the Property shall be used, leased, sold, salvaged, or disposed of by the Grantee for other than airport purposes without the written consent of the Administrator. This consent shall be granted only if the Administrator determines that the property can be used, lease, sold, salvaged, or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation, or maintenance of the Property. The term "property" as used herein, is deemed to include revenues or proceeds (including any insurance proceeds) derived from the Property.

2. Public Use for All Types, Classes and Kinds of Aeronautical Use.

(a) The airport on the Property shall be available for public use on fair and reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical use.

(b) Any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport shall include provisions requiring the contractor to, (i) furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and (ii) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(c) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

(d) Each air carrier using the airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at the airport.

(e) Each air carrier using the airport (whether as a tenant, non-tenant, or subtenant of another air carrier, tenant signatory or non-signatory) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all air carriers which make similar use of the airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as a tenant or signatory shall not be unreasonably withheld, provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

(f) The Grantee shall not prohibit or prevent, directly or indirectly, any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

(g) In the event the Grantee exercises any of the rights and privileges referred to in subsection (iii) above, the services involved shall be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Grantee under the provisions of subsection (iii) of this Subparagraph 2 of Paragraph X.A.

(h) The Grantee may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(i) The Grantee may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

3. Exclusive Rights. The Grantee shall not grant an exclusive right for the use of the airport to any person providing, or intending to provide, aeronautical services to the public. For purposes of this subparagraph, the provision of services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

(a) It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services; and

(b) If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between a single fixed-based operator and an airport.

The Grantee also shall not, either directly or indirectly, grant an exclusive right to any person, firm, or corporation to conduct any aeronautical activities at the airport, including but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity. Any exclusive right to conduct an aeronautical

activity now existing at the airport must be terminated before the grant of any assistance under 49 U.S.C. § 47107.

4. Operation and Maintenance.

(a) The Grantee shall operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Administrator. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the Grantor, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal, state, and local agencies for maintenance and operation. The Grantee shall not cause or permit any activity or action on the Property which would interfere with its use for airport purposes.

(b) In furtherance of this assurance, the Grantee shall have in effect at all times arrangements for: (i) operating the airport's aeronautical facilities whenever required; (ii) promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and (iii) promptly notifying the Administrator of any condition affecting aeronautical use of the airport.

(c) Nothing contained in this Deed shall be construed to require (i) operation of an airport for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operations and maintenance; or (ii) the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Grantee.

5. Reports and Inspections. The Grantee shall submit to the Administrator such annual or special financial and operations reports as the Administrator may reasonably require. A report of the airport budget will be available to the public at reasonable times and places.

6. Airport Layout Plan.

(a) The Grantee shall keep up to date at all times an airport layout plan of the airport showing (i) boundaries of the airport and all proposed additions thereto, together with the boundaries of all off-site areas owned or controlled by the Grantee for airport purposes and proposed additions thereto; (ii) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (iii) the location of all existing and proposed non-aviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Administrator which approval shall be evidenced by the signature of a duly authorized representative of the Administrator on the face of the airport layout plan. The Grantee shall not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Administrator and which might, in the opinion of the Administrator, adversely affect the safety, utility or efficiency of the airport.

(b) If a change or alteration in the airport or its facilities is made which the Administrator determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Administrator, the Grantee shall, if requested, by the Administrator (i) eliminate such adverse effect in a manner approved by the Administrator; or (ii) bear all costs of relocating such property to a site acceptable to the Administrator and all costs of restoring or replacing such property to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

7. Preserving Rights and Powers.

(a) The Grantee shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Deed without the written approval of the Administrator. Grantee shall act promptly in a manner acceptable to the Administrator to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance.

(b) Grantee shall not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the Property without the written approval of the Administrator.

(c) The Grantee shall take steps satisfactory to the Administrator to ensure that the airport will continue to function as a public-use airport in accordance with assurances included in this Deed.

(d) If an arrangement is made for management and operation of the airport by any agency or person other than the Grantee, the Grantee shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with 49 U.S.C. § 47107, all applicable regulations and the terms, conditions and assurances in this Deed.

8. Airport Revenues. All revenues generated by the airport from the Property and any local taxes on aviation fuel established after December 30, 1987, shall be expended by Grantee for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport.

9. If at any time it is determined by the Administrator that there is any outstanding right or claim of right in or to the Property, the existence of which creates an undue risk of interference with the operation of the airport or the performance or compliance with covenants and conditions set forth in this Deed, the Grantee shall, to the extent practicable, acquire, extinguish, or modify such right or claim of right in a manner acceptable to the Administrator.

10. As part of the consideration for the transfer, the Grantee covenants and agrees that:

(a) The Grantee shall comply with all requirements imposed by or pursuant to the regulations of the United States Department of Transportation ("DOT") (49 CFR Part 21) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended;

(b) The covenant in Subparagraph 10(a) shall be subject in all respects to the provisions of said regulations;

(c) The Grantee will promptly take and continue to take such action as may be necessary to effectuate the covenant in Subparagraph 10(a);

(d) The Grantor shall have the right to seek judicial enforcement of the covenant in Subparagraph 10(a);

(e) The Grantee shall: (i) obtain a written agreement from any person, including any legal entity, who, through contractual or other arrangements with the Grantee, is authorized to provide services or benefits at the airport, to comply with the covenant in Subparagraph 10(a); and (ii) upon request, furnish the original of such agreement to the Administrator; and

(f) The covenant in Subparagraph 10(a) shall run with the land and be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor against the Grantee.

11. Use by the Grantor.

(a) Use by Grantor Aircraft. The Grantee shall make all of the airport facilities developed with federal financial assistance and all those usable for landing and takeoff of aircraft available to the Grantor for use by Grantor aircraft in common with other aircraft at all times without charge; provided, however, if the use by Grantor aircraft is substantial, a charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Administrator, or otherwise agreed to by the Grantee and the agency of Grantor using the airport, substantial use of an airport by Grantor aircraft will be considered to exist when:

(i) operations of such aircraft are in excess of those which, in the opinion of the Administrator, would unduly interfere with use of the landing areas by other authorized aircraft; or

(ii) during any calendar month:

(1) Five (5) or more Grantor aircraft are regularly based at the airport or on land adjacent thereto;

(2) The total number of movements (counting each landing as a movement) of Grantor aircraft is 300 or more; or

(3) The gross accumulative weight of Grantor aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

(b) National Emergency. During any national emergency declared by the President of the United States or the Congress thereof, including any existing national emergency, the Grantor shall have the right to make exclusive or non-exclusive use and have exclusive or non-exclusive control and possession, without charge, of the airport, as it then exists, or of such portion thereof as it may desire. However, the Grantor shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use non-exclusively or over which it may have non-exclusive control and possession. The Government shall also pay a fair rental for use, control or possession, exclusively or non-exclusively, of any improvements to the Property made without Government aid and never owned by the Government.

12. Reservations.

(a) Land for Federal Facilities. Within four months after receipt of a written request from the Administrator, the Grantee shall furnish without cost to the Government any portion of the Property which the Administrator considers necessary or desirable for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities. The construction, operation, and maintenance of facilities or equipment for such uses on the identified Property shall be at Government expense.

(b) The Government shall have a non-exclusive right of access to the roadways on the Property open to public use and the roadways identified on Exhibit [A] from (i) any property owned or controlled by the Government at the former Chanute Air Force Base, and (ii) roadways on property contiguous to the Property upon such reasonable terms and conditions as the Grantee may impose. These rights of access shall be consistent with the requirements for airport security of the airport set forth in 14 CFR Part 107.

13. Miscellaneous. The Grantee shall take whatever action may be required by the Administrator to assure the complete release of the Government from any and all liability for restoration or other damage under any lease or other agreement covering the use by the Government of any of the Property; however, no such release shall deprive the Grantee of any right it otherwise may have to receive reimbursement for substantial damage of the airport by a federal agency under Section 17 of the Federal Airport Act, or any successor statute.

14. Reservations and Restrictions.

(a) In the event that any of the aforesaid terms, conditions, reservations, or restrictions are not met, observed, or complied with by the Grantee, whether caused by the legal inability of the Grantee to perform any of the obligations herein set out or otherwise, the title, right of possession and all other rights transferred by this Deed to the Grantee, or any portion thereof, shall at the option of the Grantor, acting by and through the FAA, revert to the Grantor in its then-

existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Administrator, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with, or if the Grantee shall have commenced the actions necessary to bring it into compliance with such terms, conditions, reservations and restrictions in accordance with a compliance schedule approved by the Administrator, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the Grantee.

(b) Consistent with Subparagraph 1(d) of this Paragraph X.A, the Property may be transferred only with the written approval of the Administrator and upon assumption by the transferee of all the obligations imposed in this Deed other than those excepted in writing by the Administrator; provided, however, the Administrator shall have no authority to release the Grantee from any of the provisions of Sections III, V, VI, and VII of this Deed.

15. Grantee Obligations. The Grantee shall take title subject to such rights, if any, as third persons may have in the Property on the Effective Date by virtue of any grant from the Government or others and shall assume all duties, obligations, and liabilities of the Government or any agency thereof thereunder and hold the same harmless from all claims arising [from] such transfer of title.

16. Government Rights. The Government shall have the right to remove from the Property within a reasonable time (which shall not be construed to mean any period less than one (1) year after the Effective Date) any property not transferred by this Deed. During such period, the Government shall have a right of ingress to and egress from the Property for the purposes of using, disposing of by sale or otherwise, and removing such property.

17. Payment in Cash of Taxes, Assessments, etc. All taxes, assessments, and similar charges made against the Property for which the Grantor is liable shall be prorated as of the Effective Date.

18. Waiver of Any Existing Option. The Grantee must obtain for the benefit of the Government, in form satisfactory to it, a waiver of any existing option granted to purchase the Property or any portion thereof.

B. The Grantee shall not discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the facility on the Property is used primarily for religious purposes. The United States shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

C. The Grantee warrants that no person or agency has been employed or retained to solicit or obtain Grantor's execution of this Deed upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except bona fide employees or bona fide

commercial agencies retained by Grantee for the purpose of doing business. For breach or violation of this warranty, the United States shall have the right to annul this Deed, without liability, or in its discretion to require the Grantee to pay to it the full amount of such commission, percentage, brokerage, or contingent fee.

D. No member of, or delegate to, Congress or Resident Commissioner shall acquire any of the rights or benefits granted in this Deed; provided, however, this prohibition shall not extend to a corporation in which any such person has an ownership interest if the right or benefit is granted to a corporation for its general benefit.

XI. NOTICE ADDRESS:

Any notice required or permitted to be given to the Grantor pursuant to this Deed shall be given or served by personal delivery or by mailing the same by certified mail, postage prepaid, return receipt requested, addressed as follows:

Department of the Air Force
Deputy Assistant Secretary of the Air Force
(Installations)
1665 Air Force Pentagon
Washington, D.C. 20330-1665

With copies to:

Department of the Air Force
Attn: Chief Counsel, SAF/GCN-SA

Mailing Address:
2261 Hughes Ave., Suite 155
JBSA – Lackland, TX 78236-9821

Delivery Address:
3515 S. Gen McMullen, Door 2
San Antonio, TX 78226-1858

Department of the Air Force
Attn: Division Chief, AFCEC/CIB

Mailing Address:
2261 Hughes Ave., Suite 155
JBSA - Lackland, TX 78236-9821

Delivery Address:
3515 S. Gen McMullen, Door 2
San Antonio, TX 78226-1858

Or to such other address or addresses as the Grantor may from time to time designate in the Real Property Records of Champaign County, Illinois.

XII. BINDING EFFECT AND BENEFIT

Each covenant in this Deed shall be deemed to touch and concern the land and shall run with the land.

XIII. LIST OF EXHIBITS

The following exhibits are attached to and made a part of this Deed by this reference:

- Exhibit A – Legal Description of the Property
- Exhibit B - Notice of Hazardous Substances Released/ Description of Remedial Action Taken
- Exhibit C – Depiction of Site SS076

Exhibit D – Chanute AFB Historic District

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force effective on the Effective Date.

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force

By: _____
Stephen G. TerMaath
Chief, BRAC Program Management Division
Installations Directorate
Air Force Civil Engineer Center

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF BEXAR

This document was acknowledged before me this ____ day of _____, 2018 by STEPHEN G. TERMAATH, Chief, BRAC Program Management Division, Installations Directorate, Air Force Civil Engineer Center.

Notary Public, State of Texas

(seal)

My Commission Expires: _____

ACCEPTANCE

The Grantee accepts this Deed effective on the Effective Date and agrees to be bound by all terms, covenants, conditions, restrictions, and reservations contained in it.

DATE: _____, 2018

(Grantee Name)

By: _____
Name: _____
Title: _____

[Attest:

(Name and Title or Position)]

ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF CHAMPAIGN

This document was acknowledged before me this ____ day of _____, 2018, by _____ of the Village of Rantoul, Illinois.

Notary Public, State of Illinois
My Commission Expires: _____

EXHIBIT A
Legal Description of Property

PARCEL A1b-3

A tract of land being a part of Section 11, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows, with bearings on Illinois State Plane Coordinate System - East Zone:

Commencing at a corner labeled as 294 on the East Line of Pacesetter Drive as shown and described on a Quitclaim Deed recorded as Document No. 2007R22404 in the Champaign County Recorder's Office, proceed South $44^{\circ} 27' 27''$ West along an Easterly Line of said Pacesetter Drive, 16.64 feet; thence South $45^{\circ} 28' 33''$ East, 445.14 feet to a corner on the Westerly Line of Parcel A1b-1 as shown and described in a Quitclaim Deed recorded as Document No., 2007R22403 in said Recorder's Office, said corner also being the True Point of Beginning; thence continue South $45^{\circ} 28' 33''$ East along said Westerly Line of Parcel A1b-1, a distance of 165.00 feet; thence South $44^{\circ} 29' 34''$ West along said Westerly Line of Parcel A1b-1, a distance of 659.93 feet; thence around the arc of a circular curve to the right along said Westerly Line of Parcel A1b-1, said curve having a radius of 135.00 feet, a chord bearing of South $89^{\circ} 25' 31''$ West, a chord length of 190.81 feet for an arc length of 211.91 feet; thence North $45^{\circ} 32' 05''$ West along said Westerly Line of Parcel A1b-1, a distance of 30.24 feet; thence North $44^{\circ} 29' 34''$ East, 795.11 feet to said True Point of Beginning, encompassing 2.922 acres more or less.

EXHIBIT A
Legal Description of Property
PARCEL A1c

Commencing at the Southwest corner of the Northwest Quarter of Section 11, Township 21 North, Range 9 East of the Third Principal Meridian; thence North 89° 28' 44" East, along the South line of said Northwest Quarter, 2525.23 feet to the Point of Beginning; thence North 45° 31' 02" West, 197.08 feet; thence North 43° 43' 26" East, 404.04 feet to a point of intersection with the East line of said Northwest Quarter and the West line of the Northeast Quarter of said Section 11; thence continuing North 43° 43' 26" East, 9.53 feet; thence South 44° 46' 05" East, 476.71 feet; thence South 43° 53' 44" West, 131.80 feet to a point of intersection with the South line of said Northeast Quarter and the North line of the Southeast Quarter of said Section 11; thence continuing South 43° 53' 44" West, 275.52 feet; thence North 45° 31' 02" West, 62.99 feet to a point of intersection with the West line of said Southeast Quarter and the East line of the Southwest Quarter of said Section 11; thence continuing North 45° 31' 02" West, 215.32 feet to a point of intersection with the North line of said Southwest Quarter and the Point of Beginning. Parcel A1c contains 4.485 Acres more or less, all situated in Champaign County, Illinois.

EXHIBIT A
Legal Description of Property

PARCEL A2c-8

A tract of land being a part of Sections 2 and 11, all in Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows, with bearings on Illinois State Plane Coordinate System - East Zone:

Commencing at a corner labeled as 294 on the East Line of Pacesetter Drive as shown and described on a Quitclaim Deed recorded as Document No. 2007R22404 in the Champaign County Recorder's Office, proceed South $44^{\circ} 27' 27''$ West along an Easterly Line of said Pacesetter Drive, 16.64 feet to the True Point of Beginning; thence South $45^{\circ} 28' 33''$ East, 445.14 feet to a corner of the Westerly Line of Parcel A1b-1 as shown and described in a Quitclaim Deed recorded as Document No., 2007R22403 in said Recorder's Office; thence South $44^{\circ} 29' 34''$ West, 795.11 feet to a point on said Westerly Line of Parcel A1b-1; thence North $45^{\circ} 32' 05''$ West along said Westerly Line of Parcel A1b-1 and a Northeasterly Line of Parcel A1c-3c as shown and described in a Quitclaim Deed recorded as Document No. 200722402 in said Recorder's Office, 444.65 feet to a point on said Easterly Line of Pacesetter Drive; thence North $44^{\circ} 27' 27''$ East along said Easterly Line of Pacesetter Drive, 795.57 feet to said True Point of Beginning, encompassing 8.123 acres more or less.

EXHIBIT A

Legal Description of Property

PARCEL A3b

A tract of land being a part of Sections 2 and 11, all in Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows, with bearings on Illinois State Plane Coordinate System - East Zone:

Beginning at a corner labeled as 294 on the East Line of Pacesetter Drive as shown and described in a Quitclaim Deed recorded as Document No. 2007R22404 in the Champaign County Recorder's Office, proceed North $00^{\circ} 34' 10''$ West along said East Line of Pacesetter Drive, 235.86 feet; thence North $45^{\circ} 33' 46''$ West along an Easterly Line of said Pacesetter Drive, 16.90 feet to the Southwest Corner of Parcel A3a as shown and described in a Quitclaim Deed recorded as Document No. 2007R22402 in said Recorder's Office; thence North $44^{\circ} 27' 29''$ East along the Southeasterly Line of said Parcel A3a, 423.64 feet; thence South $41^{\circ} 01' 36''$ East, 346.93 feet to a corner on the Westerly Line of Parcel A1b-1 as shown and described in a Quitclaim Deed recorded as Document No. 2007R22403 in said Recorder's Office; thence South $00^{\circ} 34' 10''$ East along said Westerly Line of Parcel A1b-1, a distance of 396.50 feet; thence South $43^{\circ} 58' 19''$ West along said Westerly Line of Parcel A1b-1, a distance of 299.95 feet; thence North $45^{\circ} 28' 33''$ West, 445.14 feet to a point on an Easterly Line of said Pacesetter Drive; thence North $44^{\circ} 27' 27''$ East along said Easterly Line of Pacesetter Drive, 16.64 feet to said True Point of Beginning, encompassing 7.098 acres more or less.

EXHIBIT B

Notice of Hazardous Substances Released/ Description of Remedial
Action Taken

(see following page)

NOTICE OF HAZARDOUS SUBSTANCES STORED/DISPOSED

No hazardous substances have been stored or disposed of on the Property.

NOTICE OF HAZARDOUS SUBSTANCE RELEASED

Notice is hereby given that the information set out below provides notice of hazardous substances that are known to have been released on the Property. The information contained in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Section 9620(h).

IRP Site DP063 (Hangar 3 Carbon Tetrachloride Disposal Area)						
Substance	Regulatory Synonym(s)	CAS Registry Number	Quantity (kg/lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentration Remaining
Benzo(a)anthracene		56-55-3	Unknown	Unknown	N/A	Soil: 9,000 ug/kg
Benzo(a)pyrene		50-32-8	Unknown	Unknown	N/A	Soil: 5,900 ug/kg
Benzo(b)fluoranthene		205-99-2	Unknown	Unknown	N/A	Soil: 10,000 ug/kg
Benzo(k)fluoranthene		207-08-9	Unknown	Unknown	N/A	Soil: 5,800 ug/kg
Dibenz(a,h)anthracene		53-70-3	Unknown	Unknown	N/A	Soil: 2,000 ug/kg
Indeno(1,2,3-cd)pyrene		193-39-5	Unknown	Unknown	N/A	Soil: 4,100 ug/kg
1,2-Dichloroethane		107-06-2	Unknown	Unknown	N/A	Soil: 31 ug/kg; GW: < 0.5 ug/L
cis-1,2-Dichloroethene		156-59-2	Unknown	Unknown	N/A	GW: < 1 ug/L
1,2-Dichloropropane						Soil: 42 ug/kg
Trichloroethene		75-01-4	Unknown	Unknown	N/A	Soil: 1,900 ug/kg; GW: < 1 ug/L
Vinyl chloride		7440-38-2	Unknown	Unknown	N/A	GW: < 1 ug/L
Iron		7439-89-6	Unknown	Unknown	N/A	Soil: < 30,000 ug/kg
Lead		7439-92-1	Unknown	Unknown	N/A	Soil: < 610 ug/kg
Manganese		7439-96-5	Unknown	Unknown	N/A	Soil: < 2,000 ug/kg

Former Chanute AFB
(FAA PBC - Parcels A1b-3, A1c, A2c-8 and A3b)

Response/Remedial Action:

Site DP063 is an 8.5 acre site located east of, and adjacent to, Building 2 (Hangar 3). The OU-1L RI concluded PAHs, VOCs and lead in soil and VOCs in groundwater above decision criteria required additional evaluation; however, additional evaluation of vapor intrusion was not warranted because the RI determined that the estimated cancer risk to an industrial/office worker from exposure to indoor air potentially impacted by VI is below the risk management range (1×10^{-4} to 1×10^{-6}) and the non-cancer hazard index (HI) does not exceed 1. The RI further concluded that VI evaluation using sub-slab soil gas results determined that the potential future estimated cancer risk from indoor air potentially impacted by VI is less than 1×10^{-6} for both the industrial/office worker and hypothetical resident. Non-cancer hazard estimates are less than 1 in all cases (AR 3404). The Group 4 FS (AR 3636) concluded that remedial action was required for PAHs in soil and VOCs in groundwater. The Group 4 ROD (AR 3670) selected "Alternative 4: Risk-Based Excavation Using 10^{-4} PRGs for Unrestricted Land Use, Off-Site Disposal, Enhanced Reductive Dechlorination (ERD), and Groundwater Monitoring" as the remedy.

Soil remedial actions conducted include:

- Excavation and offsite disposal of approximately 26 yd³ of soil was conducted in 2011; and
- Backfill of the excavated area with approximately 26 yd³ of topsoil was conducted in 2011.

The Groups 3, 4, & 6 RACR (AR 3732) documents site closure with UU/UE determination for the soil media. Regulatory concurrence on achieving soil cleanup goals was received September 18, 2012 (AR 424417).

Groundwater remedial actions conducted include:

- Baseline monitoring and initial groundwater injections in 2011; and
- Periodic groundwater monitoring and reporting.

The RACR for Seven Sites documents site closure with UU/UE determination for the groundwater media (AR 422070). Regulatory concurrence on achieving groundwater cleanup goals was received September 29, 2014 (AR 424477).

SS066 (Aircraft Washrack near Hangar 2)						
Substance	Regulatory Synonym(s)	CAS Registry Number	Quantity (kg/lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentration Remaining
Benzo(a)anthracene		56-55-3	Unknown	Unknown	N/A	Soil: 2,480 ug/kg
Benzo(a)pyrene		50-32-8	Unknown	Unknown	N/A	Soil: 2,510 ug/kg
Benzo(b)fluoranthene		205-99-2	Unknown	Unknown	N/A	Soil: 3,560 ug/kg
Indeno(1,2,3-cd)pyrene		193-39-5	Unknown	Unknown	N/A	Soil: 1,290 ug/kg
Naphthalene		91-20-3	Unknown	Unknown	N/A	Soil: 26,400 ug/kg; GW: 240 ug/L
1,2,4-Trimethylbenzene		95-63-6	Unknown	Unknown	N/A	Soil: 972 ug/kg
n-propylbenzene		103-65-1	Unknown	Unknown	N/A	Soil: 2,840 ug/kg
Trichloroethene		79-01-6	Unknown	Unknown	N/A	Soil: 311 ug/kg
Vinyl chloride		75-01-4	Unknown	Unknown	N/A	Soil: 190 ug/kg
Cadmium		7440-43-9	Unknown	Unknown	N/A	Soil: 60.5 mg/kg
Lead		7439-92-1	Unknown	Unknown	N/A	Soil: 1,830 mg/kg
Methylene chloride		75-09-2	Unknown	Unknown	N/A	Soil: 182 ug/kg
Response/Remedial Action:						
<p>Site SS066 is an approximately 0.1-acre site located in the north-central portion of OU-1. The tarmac pavement at SS066 has a series of drain holes (approximately 2 inches in diameter) along a strip measuring approximately 2' x 50'. Aircraft were reportedly washed with a soap and water solution and the washwater entered the drain holes and passed into the storm sewer. It is believed the washrack was used until 1971 when the runways were closed to military aircraft. The OU-1P RI concluded PAHs and metals in solids found in the washrack drain sump, VOCs in soils, and naphthalene in groundwater above decision criteria required additional evaluation; however, vapor intrusion was not evaluated because there are no buildings on the site (AR 3231). The Group 2 FS (AR 3700) concluded that there were no soil contaminants of concern (COCs) and remedial action for groundwater was not warranted based on evaluation of site data that indicated a very limited extent of groundwater area impact, naphthalene concentrations in soil below decision criteria, one small exceedance of naphthalene in groundwater (less than 2 times the decision criteria), and the expected natural attenuation of naphthalene in groundwater. The Group 2 ROD (AR 460382) concluded that the development of remedial alternatives for site SS066 was unnecessary and selected "No Further Action" as the remedy for site SS066 because no action was necessary to protect human health or the environment based on a risk management analysis.</p>						

IRP Site SS073 (Building 809 Former Navaid Station)						
Substance	Regulatory Synonym(s)	CAS Registry Number	Quantity (kg/lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentration Remaining
Trichloroethene		79-01-6	Unknown	Unknown	N/A	GW: < 1 ug/L
Tetrachloroethene		127-18-4	Unknown	Unknown	N/A	Soil: 2,370 ug/kg; GW: < 1 ug/L
Response/Remedial Action:						
<p>Site SS073 is approximately 3.95-acres and located in the central portion of OU-1, southeast of the intersection of the main east-west and northeast-southwest runways. The OU-1P RI concluded VOCs in soil and groundwater above decision criteria required additional evaluation (AR 3231). The Group 2 FS (AR 3700) concluded concentrations of PCE in soil did not need to be evaluated for direct contact because the cumulative carcinogenic risk is below the lower end of the NCP risk management range (1×10^{-4} to 1×10^{-6}) and the non-cancer target hazard criterion of 1 for workers and residential receptors. Further evaluation also concluded the maximum concentration of residual PCE in soil was less than the soil-to-groundwater migration criterion. Therefore, no action was necessary for soil. However, the Group 2 FS concluded remedial action was required to address PCE contamination in groundwater. The Group 2 ROD (AR 460382) selected “Alternative 3: Enhanced Reductive Dechlorination (ERD) and Groundwater Monitoring” as the remedy.</p> <p>Groundwater remedial actions conducted include:</p> <ul style="list-style-type: none"> • Baseline monitoring and initial groundwater injections in 2012; • Remedial process optimization injections in 2013 and 2015; and • Periodic groundwater monitoring and reporting. <p>The RACR for Sites ST051, SS073, SS035, and ST037 (AR 569622) documents site closure with UU/UE determination for the groundwater media for site SS073. Regulatory concurrence was received December 2017 (AR 569622).</p>						

IRP Site SS076 (Building 7 Hangar 2, OU-1)						
Substance	Regulatory Synonym(s)	CAS Registry Number	Quantity (kg/lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentration Remaining
cis-1,2-Dichloroethene		156-59-2	Unknown	Unknown	N/A	GW: 0.322 ug/L
Carbon tetrachloride		56-23-5	Unknown	Unknown	N/A	Soil: 157 ug/kg; GW: < 1 ug/L
Chloroform			Unknown	Unknown	N/A	GW: 0.3 ug/L

Tetrachloroethene		127-18-4	Unknown	Unknown	N/A	Soil: 983 µg/kg; GW: < 1 ug/L
Trichloroethene		79-01-6	Unknown	Unknown	N/A	Soil: 68.3 µg/kg; GW: < 1 ug/L
Vinyl chloride		75-01-4	Unknown	Unknown	N/A	GW: 8.24 ug/L
Response/Remedial Action:						
<p>Site SS076 is comprised of approximately 3.9-acres located in the north-central portion of OU-1. The site is comprised of the southern portion of Building 7 (Hangar 2), the southeastern corner of Building 2 (Hangar 3), and pavement with patches of maintained grass and trees. The OU-1L RI concluded VOCs in soil and groundwater above decision criteria required additional evaluation. The RI also concluded that PCE and carbon tetrachloride in sub-slab soil gas required additional evaluation (AR 3404). The Group 4 FS (AR 3636) concluded that remedial action for soil was not required because the cumulative carcinogenic risk is below the lower end of the NCP risk management range (1×10^{-4} to 1×10^{-6}) and the non-cancer target hazard criterion of 1 and no constituents were detected above the soil-to-groundwater migration; however, remedial action was required to address VOC contamination in groundwater and carbon tetrachloride and PCE in indoor air. The Group 4 ROD (AR 3670) selected “Alternative 8: Enhanced Reductive Dechlorination (ERD) and Groundwater Monitoring for Unrestricted Land Use” as the remedy. Groundwater remediation began in 2011 and is ongoing.</p> <p>Groundwater remedial actions conducted include:</p> <ul style="list-style-type: none"> • Baseline monitoring and initial groundwater injections in 2011; • Remedial process optimization injections in 2012, 2014, and 2015; and • Periodic groundwater monitoring and reporting. <p>Ongoing remedial activities for groundwater at site SS076 achieved an Operating Properly and Successfully determination in September 2017 (AR 564909). Regulatory concurrence was received September 29, 2017 (AR 565063).</p>						

EXHIBIT C Depiction of Site SS076

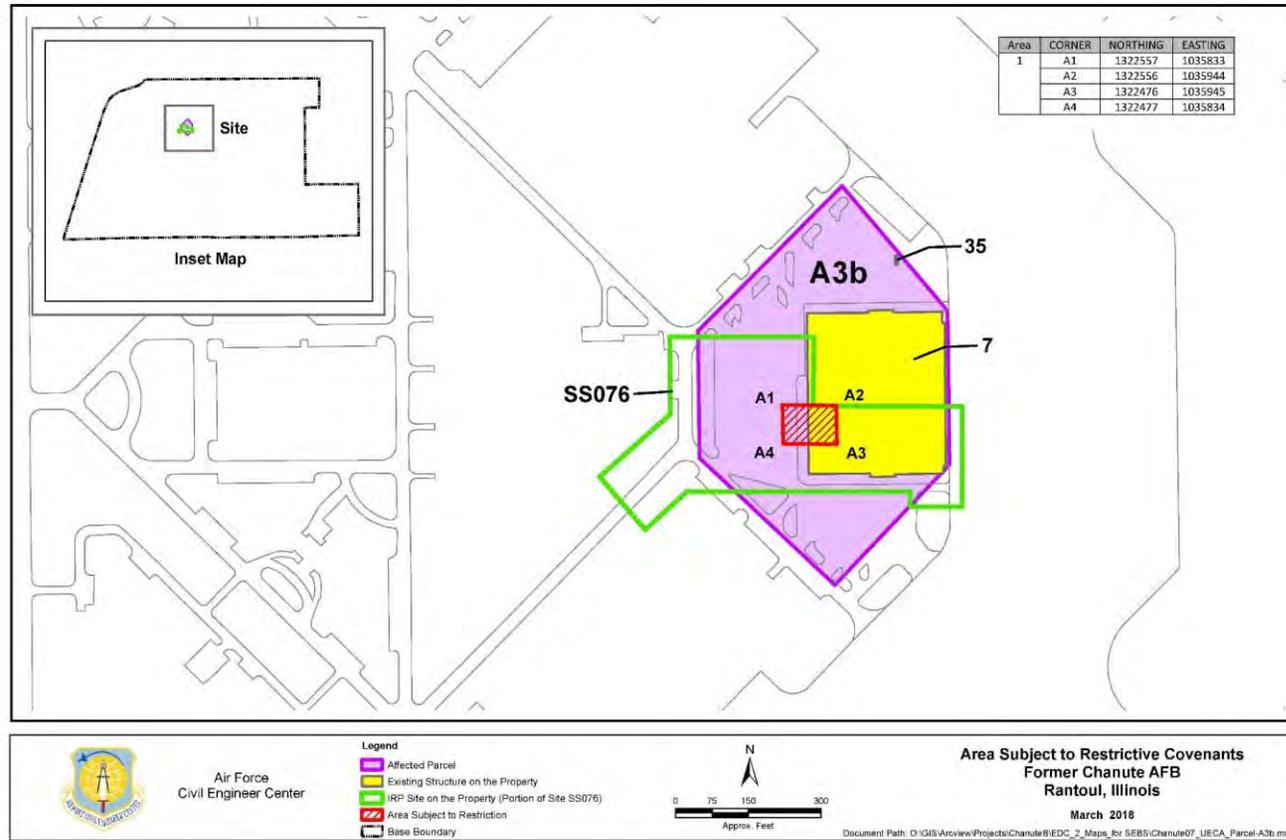


EXHIBIT D
CHANUTE AFB HISTORIC DISTRICT

ORDINANCE NO. 2571

**AN ORDINANCE
SUPPLEMENTING AND AMENDING ORDINANCE NO. 2462,
AN ORDINANCE ESTABLISHING A NEW ENTERPRISE ZONE IN AND
FOR THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS**

WHEREAS, on December 8, 2015, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village of Rantoul, Champaign County (the “**Municipality**”) passed and approved Ordinance No. 2462, entitled “An Ordinance Establishing a New Enterprise Zone in and for the Village of Rantoul, Champaign County, Illinois” (the “**Designating Ordinance**”), which such Designating Ordinance designated and established an enterprise zone (the “**Enterprise Zone**”) for the Municipality under and pursuant to the State of Illinois Enterprise Zone Act (the “**Act**”) and the Designating Ordinance; and

WHEREAS, on January 31, 2017, the Illinois Department of Commerce and Economic Opportunity (“**DCEO**”) issued an Enterprise Zone Certificate for the Enterprise Zone which provided that such Enterprise Zone shall be in effect for an initial fifteen (15) calendar years expiring on December 29, 3031; and

WHEREAS, the Corporate Authorities of the Municipality now find it necessary, desirable and in the best interests of the Municipality to supplement and amend the Designating Ordinance to add additional territory to the area of Enterprise Zone and to establish additional incentives for single-family residential projects within the area of the Enterprise Zone as supplemented and amended hereby.

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

That Sections 2, 3 and 6 of the Designating Ordinance be and the same are hereby supplemented and amended to provide as follows:

Section 2. Designation and Description of Zone Area. The Municipality hereby establishes a revised enterprise zone as defined in the Act (the “**Revised Enterprise Zone**”) pursuant to the authority granted to the Municipality by the Act and the approval by the DCEO. The boundaries of the Revised Enterprise Zone, which establish a revised “Zone Area”, are those set forth on the map attached hereto and incorporated by reference herein and marked **Exhibit A**.

Section 3. Findings. The Municipality hereby makes the following findings as a basis for determining that the Revised Enterprise Zone established by this ordinance qualifies as an “Enterprise Zone” in accordance with the provisions of the Act:

- (a) That due and sufficient public notice was published in *The Rantoul Press*, a newspaper of general circulation within the area of the Revised Enterprise Zone on February 28, 2018, and a public hearing concerning the Revised Enterprise

Zone was conducted on March 13, 2018 in the Board Room of the Municipal Building, 333 S. Tanner Street, Rantoul, Illinois, which address is located within the Revised Enterprise Zone established herein.

- (b) The Revised Enterprise Zone is a contiguous area;
- (c) The Revised Enterprise Zone comprises a minimum of one-half square mile and not more than twelve square miles in total area;
- (d) The Revised Enterprise Zone satisfies at least three of the tests for eligibility as set forth in the Act for designation as an “Enterprise Zone”; and
- (e) The Revised Enterprise Zone addresses a reasonable need to encompass areas within the Municipality.

Section 6. Incentives and Benefits Offered in the Zone Area. Following designation of the Revised Enterprise Zone by the DCEO, the Municipality, in an effort to facilitate the successful development of the Revised Enterprise Zone, hereby establishes the following incentives within the Revised Enterprise Zone for the period of the Revised Enterprise Zone:

- (a) *Real estate tax abatement.* That portion of real property taxes levied and imposed by the Municipality upon a parcel or parcels of real estate located within the Revised Enterprise Zone and upon which there has been the construction of new improvements or upon which there has been an expansion, rehabilitation or remodeling of existing improvements shall be abated; provided, however, that any abatement of taxes on any parcel or parcels within any redevelopment project area created pursuant to the Economic Development Project Area Tax Increment Allocation Act of 1995 or the Real Property Tax Increment Allocation Redevelopment Act (collectively, the “**TIF Acts**”) shall not be eligible for abatement under this subsection (a); and, provided further, that any abatement of taxes on any parcel or parcels shall not exceed an amount determined in accordance with the following provisions and shall be limited to the following projects:

Commercial, Industrial and Manufacturing Projects. New, expanded, rehabilitated or remodeled commercial (i.e., retail or service businesses) projects and new, expanded, rehabilitated or remodeled industrial or manufacturing projects shall receive abatement of one hundred (100) percent of the total increased EAV on the parcel or parcels for a period of five (5) years. A minimum of \$200,000 in improvement costs (\$66,667 of EAV) is required to be eligible for this abatement. Mixed-use projects shall only be eligible if at least 50% of the building square footage is dedicated to a commercial, industrial or manufacturing use.

Single-Family Residential Projects. Newly constructed single-family residential projects (single-family homes, townhomes, zero-lot-line units and duplexes) shall receive abatement of the following percentages of the total increased EAV on the parcel or parcels for a period of five (5) years:

Years 1-3: 100%
Year 4: 66%
Year 5: 33%

A minimum of \$75,000 in improvement costs (\$25,000 of EAV) is required to be eligible for this abatement.

- (b) *Sales tax exemption.* The Municipality hereby authorizes claims for point-of-sale exemption of the Municipality's share of the Illinois Retailers' Occupation Tax by each retailer whose place of business is located within the Municipality's corporate limits who makes a sale of building materials to be incorporated into real estate located in the Revised Enterprise Zone for projects eligible for real property tax abatement under this Section. Receipts from such sales may be deducted when calculating the tax imposed pursuant to the Municipal Retailers' Occupation Tax Act. The incentive provided by this subsection (b) shall commence the first day of the calendar month following the month in which the Revised Enterprise Zone is designated and certified, and shall continue for the term of the Revised Enterprise Zone. The provision of this incentive by the Municipality shall automatically invoke the exemption of the State of Illinois on building materials sold and eligible in connection with such sale for exemption in accordance with Section 5k of the Retailers' Occupation Tax Act (35 ILCS 120/5k), as supplemented and amended.

In order to receive this exemption (which is provided through the building materials retailer), the following criteria must be met:

1. The building materials must be purchased through a legitimate building materials retailer or distributor; and
2. The building materials must be affixed to the real estate; and
3. Only projects that require a building-related permit by the Municipality will be eligible to receive the exemption; and
4. Evidence of the project's location and eligibility within the Zone Area must be presented to the retailer at time of purchase in the form of a certificate of eligibility provided by the Zone Administrator along with a copy of any required building-related permit; and
5. Certificates of eligibility will be valid for twelve (12) months from the date of issuance. Certificates may be extended for an additional period of twelve (12) months upon application to the Zone Administrator. Such extensions shall be granted no more than two (2) times for any one project and are subject to a determination by the Zone Administrator that they are needed to complete the project and are not necessitated by the failure of the applicant to diligently pursue construction; and
6. Within the Revised Enterprise Zone all projects which would normally be required to have a building-related permit will still be required to obtain the appropriate permit.

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

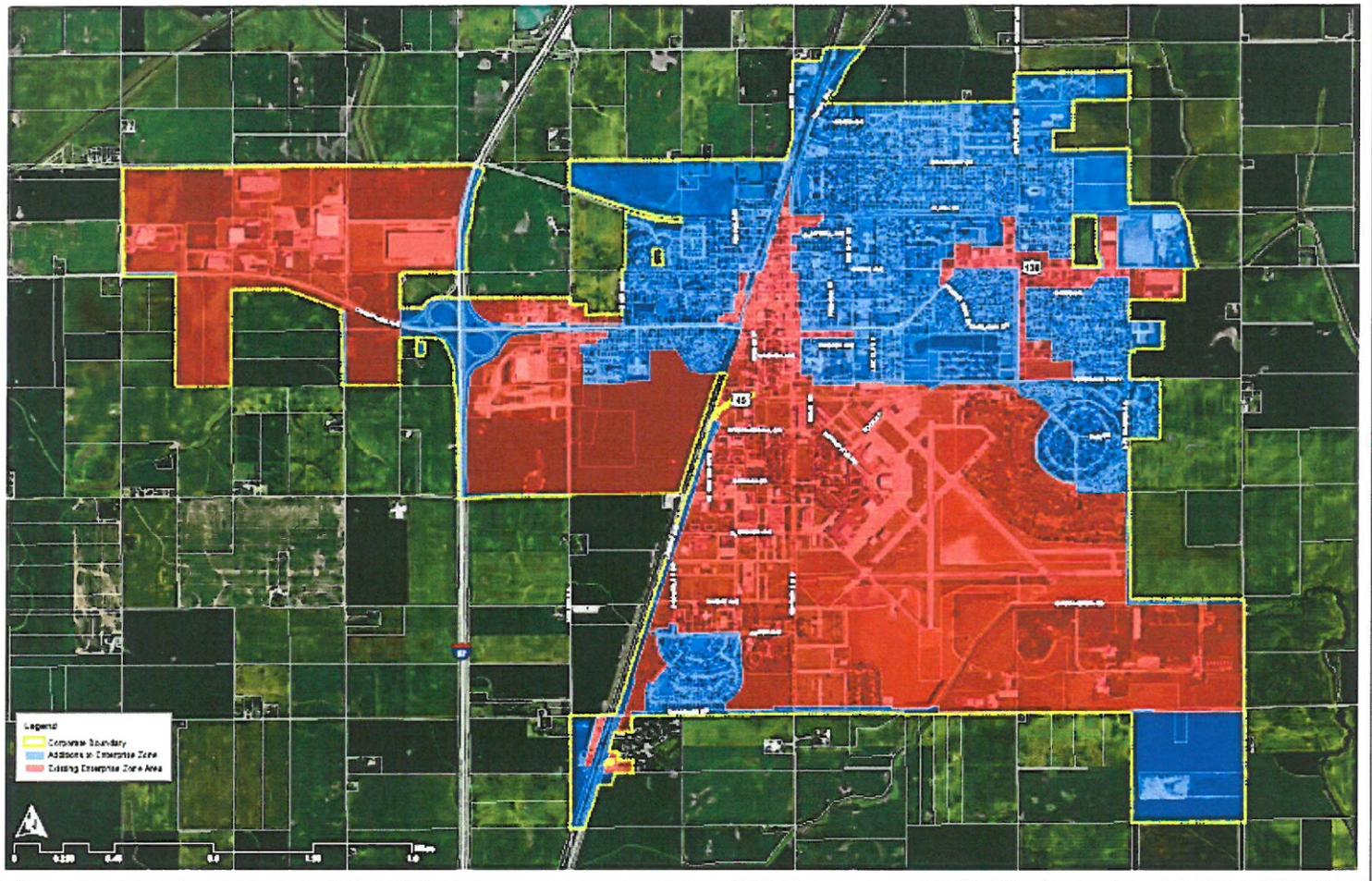
PASSED this 12th day of June, 2018.

Village Clerk

APPROVED this 12th day of June, 2018.

Village President

Exhibit A



ORDINANCE NO. 2573

AN ORDINANCE
ASCERTAINING THE PREVAILING RATE OF WAGES
FOR PUBLIC WORKS OF THE VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS, AS OF JUNE, 2018

WHEREAS, pursuant to the Prevailing Wage Act (820 ILCS 130/1 et seq.), as supplemented and amended (the “Act”), the President and Board of Trustees (the “Corporate Authorities”) of the Village of Rantoul, Champaign County, Illinois (the “Village”), during the month of June of each calendar year, are required to investigate and ascertain the “prevailing rate of wages”, in Champaign County, Illinois, the “Locality” in which the physical work upon “Public works” of the Village is to be performed. As used in this Ordinance, all quoted words and terms shall have the meanings as respectively ascribed to them in the Act.

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

Section 1. Determination of Prevailing Rate of Wages. To the extent, and only as required by the Act, the “prevailing rate of wages” in this “Locality” for laborers, workers or mechanics engaged in the “Construction” of “Public works” coming under the jurisdiction of the Village is hereby ascertained by the Corporate Authorities to be as of September 1, 2017, as subsequently revised, the same as the “prevailing rate of wages” for “Construction” in the Champaign County area as last determined by the Department of Labor of the State of Illinois (the “Department”) as of September 1, 2017, as subsequently revised, a copy of such determination being attached hereto and hereby incorporated herein by this reference. As required by the Act, any and all revisions of the “prevailing rates of wages” by the Department shall supersede such last determination of the Department as of September 1, 2017, as subsequently revised, and shall apply to any and all contracts for the “Construction” of “Public Works” within the Village from and after the date of any such revision.

Section 2. Application. Nothing contained in this Ordinance shall be construed or deemed to apply the “prevailing rate of wages” as herein ascertained to any work or employment except the “Construction” of “Public works” within the Village to the extent required by the Act.

Section 3. Posting, Providing, Mailing and Publication. The Village Clerk of the Village is hereby directed to:

(a) publicly post or keep available for inspection in the municipal building of the Village by any interested party a copy of this Ordinance or any revisions of such “prevailing rate of wages” by the Department;

(b) promptly mail a copy of this Ordinance to any employer, to any association of employers and to any person or association of employees who have filed their names and addresses with the Village requesting copies of any determination and stating the particular rates and the particular class of workers whose wages will be affected by such rates;

(c) promptly file a certified copy of this Ordinance with the Department; and

(d) cause to be published in the *Rantoul Press*, a newspaper of general circulation within the Village, the following notice, to-wit:

NOTICE OF DETERMINATION OF
PREVAILING WAGE RATE

Public notice is hereby given that the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois did, on June 12, 2018, adopt an ordinance, entitled:

AN ORDINANCE ASCERTAINING THE PREVAILING RATE OF WAGES FOR PUBLIC WORKS OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS OF JUNE, 2018,

a copy of which such Ordinance, together with the prevailing rate of wages as determined thereby and attached thereto, is on file in the office of the Village Clerk. Such determination of the prevailing rate of wages is now effective and will be provided to any interested person or entity who requests a copy of such Ordinance.

Section 4. Contracts for Public Works. A copy of this Ordinance or the most recent revision of the “prevailing rate of wages” by the Department shall be attached to all specifications for contracts by the Village for the “Construction” of “Public works”.

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

PASSED this 12th day of June, 2018.

Village Clerk

APPROVED this 12th day of June, 2018.

Village President

**Prevailing Wage rates
for Champaign County
effective Sept. 1, 2017**

Trade Title	Region	Type	Class	Base Wage	Fore-man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	BLD		31.56	32.81	1.5	1.5	2	6.30	15.40	0.00	0.90
ASBESTOS ABT-MEC	ALL	BLD		22.40	23.40	1.5	1.5	2	6.80	6.55	0.00	0.50
BOILERMAKER	ALL	BLD		39.50	42.50	2	2	2	7.07	12.47	0.00	0.40
BRICK MASON	ALL	BLD		31.50	33.08	1.5	1.5	2	8.57	13.51	0.00	0.85
CARPENTER	ALL	BLD		36.04	38.29	1.5	1.5	2	8.45	12.35	0.00	0.54
CARPENTER	ALL	HWY		36.20	37.95	1.5	1.5	2	8.45	12.95	0.00	0.52
CEMENT MASON	ALL	BLD		32.60	34.60	1.5	1.5	2	8.57	9.84	0.00	0.50
CEMENT MASON	ALL	HWY		33.71	35.21	1.5	1.5	2	8.57	9.84	0.00	0.50
CERAMIC TILE FNISHER	ALL	BLD		30.48	30.48	1.5	1.5	2	8.57	9.94	0.00	0.10
ELECTRIC PWR EQMT OP	ALL	ALL		43.76	54.80	1.5	1.5	2	6.81	12.25	0.00	0.44
ELECTRIC PWR GRNDMAN	ALL	ALL		29.96	54.80	1.5	1.5	2	6.40	8.39	0.00	0.30
ELECTRIC PWR LINEMAN	ALL	ALL		48.61	54.80	1.5	1.5	2	6.96	13.61	0.00	0.49
ELECTRIC PWR TRK DRV	ALL	ALL		31.42	54.80	1.5	1.5	2	6.44	8.80	0.00	0.31
ELECTRICIAN	ALL	BLD		39.09	41.09	1.5	1.5	2	6.95	9.05	0.00	0.59
ELECTRONIC SYS TECH	ALL	BLD		30.83	32.83	1.5	1.5	2	6.95	8.77	0.00	0.40
ELEVATOR CONSTRUCTOR	ALL	BLD		43.43	48.86	2	2	2	15.28	15.71	3.47	0.60
FENCE ERECTOR	ALL	ALL		32.21	34.11	1.5	1.5	2	8.84	10.02	0.00	0.90
GLAZIER	ALL	BLD		35.91	37.91	1.5	1.5	2	6.25	9.16	0.00	0.68
HT/FROST INSULATOR	ALL	BLD		31.23	32.23	1.5	1.5	2	7.51	6.16	0.00	0.25
IRON WORKER	ALL	ALL		32.61	34.51	1.5	1.5	2	10.64	11.67	0.00	0.90
LABORER	ALL	BLD		29.06	30.31	1.5	1.5	2	6.30	15.40	0.00	0.80
LABORER	ALL	HWY		30.85	31.85	1.5	1.5	2	6.30	15.48	0.00	0.80
LATHER	ALL	BLD		36.04	38.29	1.5	1.5	2	8.45	12.35	0.00	0.54
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	BLD		30.48	30.48	1.5	1.5	2	8.57	9.94	0.00	0.10

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations CHAMPAIGN COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Engineer or Rock Crusher Plant, Concrete Plant Engineer,

Ditching Machine with dual attachment, Tractor Mounted Loaders, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart- Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Class 3. Power Cranes, Truck or Crawler Crane, Rough Terrain Crane (Cherry Picker), Tower Crane, Overhead Crane.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

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

CERTIFICATION OF ORDINANCE

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

I do further certify that the attached constitutes a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 12th day of June, 2018, insofar as same relates to the adoption of Ordinance No. 2573, entitled:

AN ORDINANCE ASCERTAINING THE PREVAILING RATE OF WAGES FOR PUBLIC WORKS OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS OF JUNE, 2018,

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Rantoul, Champaign County, Illinois, this 12th day of June, 2018.

(SEAL)

Village Clerk

NOTICE OF DETERMINATION OF
PREVAILING WAGE RATE

Public notice is hereby given that the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois did, on June 12, 2018, adopt an ordinance, entitled:

AN ORDINANCE ASCERTAINING THE PREVAILING RATE OF WAGES
FOR PUBLIC WORKS OF THE VILLAGE OF RANTOUL, CHAMPAIGN
COUNTY, ILLINOIS, AS OF JUNE, 2018,

a copy of which such Ordinance, together with the prevailing rate of wages as determined thereby and attached thereto, is on file in the office of the Village Clerk. Such determination of the prevailing rate of wages is now effective and will be provided to any interested person or entity who requests a copy of such Ordinance.

/s/Michael P. Graham, Village Clerk

**Village of Rantoul
Freedom of Information Act
Public Service Directory**

Village Freedom of Information Office
333 South Tanner Street, Room 102
Rantoul, IL 61866
(217) 892-6802

I, the undersigned, hereby certify that I am the duly qualified and acting Clerk of the Village of Rantoul, Illinois, and that as such officer I am the custodian of the records and files for said Village;

I do further certify that the document hereto attached is a full, true, and correct copy of the Freedom of Information policies and procedures implemented by the Village of Rantoul; and that the information contained herein is provided in accordance with Section 4 of the Illinois Freedom of Information Act, 5 ILCS 140/4, and in compliance with the provisions of Resolution No. 9-09-1081 of the Village of Rantoul.

Mike Graham
Rantoul Village Clerk

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Village of Rantoul Government Information

Government Structure
Community Demographics
Government Facilities
Organizational Chart
Boards, Committees & Commissions
Department Contacts

VILLAGE OF RANTOUL GENERAL VILLAGE INFORMATION

Mission Statement

It is the mission of the Village of Rantoul to enhance the economic, physical, cultural, and spiritual qualities of life for citizens, businesses, and industries of Rantoul by meeting today's challenges and focusing on the future.

Vision Statement

Rantoul is a multicultural community that values its citizens, community groups, schools, and businesses. A community with a strong emphasis on quality education and one that enjoys a positive image among our citizens and visitors. Rantoul is a vibrant, growing community with safe, attractive residential areas and profitable commercial and retail establishments. Rantoul is considered a center for Technology Development firms, a home for a variety of national, regional and local sporting events and a regional center for Aviation-related services.

General Government Information

The Village of Rantoul is a home rule municipality operating under a village president/board of trustees form of government.

The Village President (commonly referred to as the "Mayor") is elected for a four-year term. The Village President serves as the presiding chairman at all Village Board meetings and is entitled to full voting rights only to break ties or when items require a special majority for approval. The President also retains veto power over certain actions of the Board, which can only be overridden by a two-thirds majority of the village trustees. The Village President appoints the Administrative Officer and all department heads, subject to the approval of the Village Board.

The Village Board of Trustees is the legislative body of Village government, determining all matters of Village policy and approving all Village ordinances, resolutions, and major contracts and expenditures. The Village Board is comprised of six trustees, each of whom is elected at-large for four-year overlapping terms. The Village Board meets regularly on the first and second Tuesdays of each month at 6:00 P.M. All meetings are held in the Louis B. Schelling Memorial Board Room (Room 400) of the Rantoul Municipal Building, unless otherwise noted.

The Village Clerk is elected at-large for a four-year term during the same election cycle as the Village President. The Village Clerk is the official custodian of all Village records and the chief official responsible for the administration of all Village elections. The Village Clerk serves as secretary to the Village Board, attending all meetings to keep a permanent record of its proceedings in the form of a journal. By the appointment of the Village Board, the Village Clerk is also designated as the Freedom of Information Officer for the Village of Rantoul and is responsible for processing all requests for public information in accordance with state statutes and local policies.

The Village of Rantoul is presently staffed by 153 employees. Currently, the Village has a total annual operating budget of approximately \$34.2 million (FY 2010-2011).

Demographics

According to the 2000 census, the population of Rantoul is 12,918. Of that population, the racial makeup of the Village is as follows: 76.7% White; 16.9% African American; 2.7% Hispanic or Latino; 1.8% Asian; 0.5% Native American; 0.05% Pacific Islander; and 0.9% from other races. The population is spread out with 28.6% under the age of 18; 9.5% from 18 to 24; 32.2% from 25 to 44; 18.2% from 45 to 64; and 11.4% who are 65 years of age and older.

The median household income in the Village is \$36,904, with a median family income of \$43,543. Per capita income is \$17,948. Approximately 10.7% of the population falls below the poverty line. The Village has 6,161 housing units with an 86.5% occupancy rate. Of the occupied housing units, 50.8% are owner-occupied and 49.2% are rental units.

Rantoul is located 122 miles south of the City of Chicago, with a total land area of 7.3 square miles. The Village is situated along Interstate 57 and is also served by U.S. Route 45 and U.S. Route 136, as well as the Canadian National Railroad.

Facilities

The operations of the Village of Rantoul are housed in several facilities located throughout the community:

Village of Rantoul Municipal Building

Location: 333 South Tanner Street
Rantoul, IL 61866
Phone: (217) 892-6800
Divisions: Administrative Offices; Finance; Utility Billing; Information Technology; Code Enforcement; Inspection, Planning & Zoning; Community Development; Human Resources; Neighborhood Services, Village Board Room; Village Clerk’s Office

Rantoul Business Center

Location: 601 South Century Boulevard
Rantoul, IL 61866
Phone: (217) 892-6881

Rantoul Electric Plant

Location: 200 West Grove Avenue
Rantoul, IL 61866
Phone: (217) 892-6510
Divisions: Public Works Administration; Electric; Gas; Streets

Village of Rantoul Water Treatment Facility

Location: 101 Belle Avenue
Rantoul, IL 61866
Phone: (217) 892-6540
Divisions: Water

Village of Rantoul Water Pollution Control Facility

Location: 1625 East Grove Avenue
Rantoul, IL 61866
Phone: (217) 892-6563
Divisions: Wastewater; Systems Maintenance; Animal Pound

Rantoul Police Department

Location: 109 East Grove Avenue
Rantoul, IL 61866
Phone: (217) 892-5622
Divisions: Police; Animal Control; ESDA

Rantoul Recreation Department Administrative Offices

Location: 100 East Flessner Avenue
Rantoul, IL 61866
Phone: (217) 893-5702
Divisions: Recreation; Central Maintenance

Forum Fitness Center

Location: 200 West Flessner Avenue
Rantoul, IL 61866
Phone: (217) 893-5752

Rantoul Youth Center

Location: 1306 Country Club Lane
Rantoul, IL 61866
Phone: (217) 893-5779

Hap Parker Family Aquatic Center

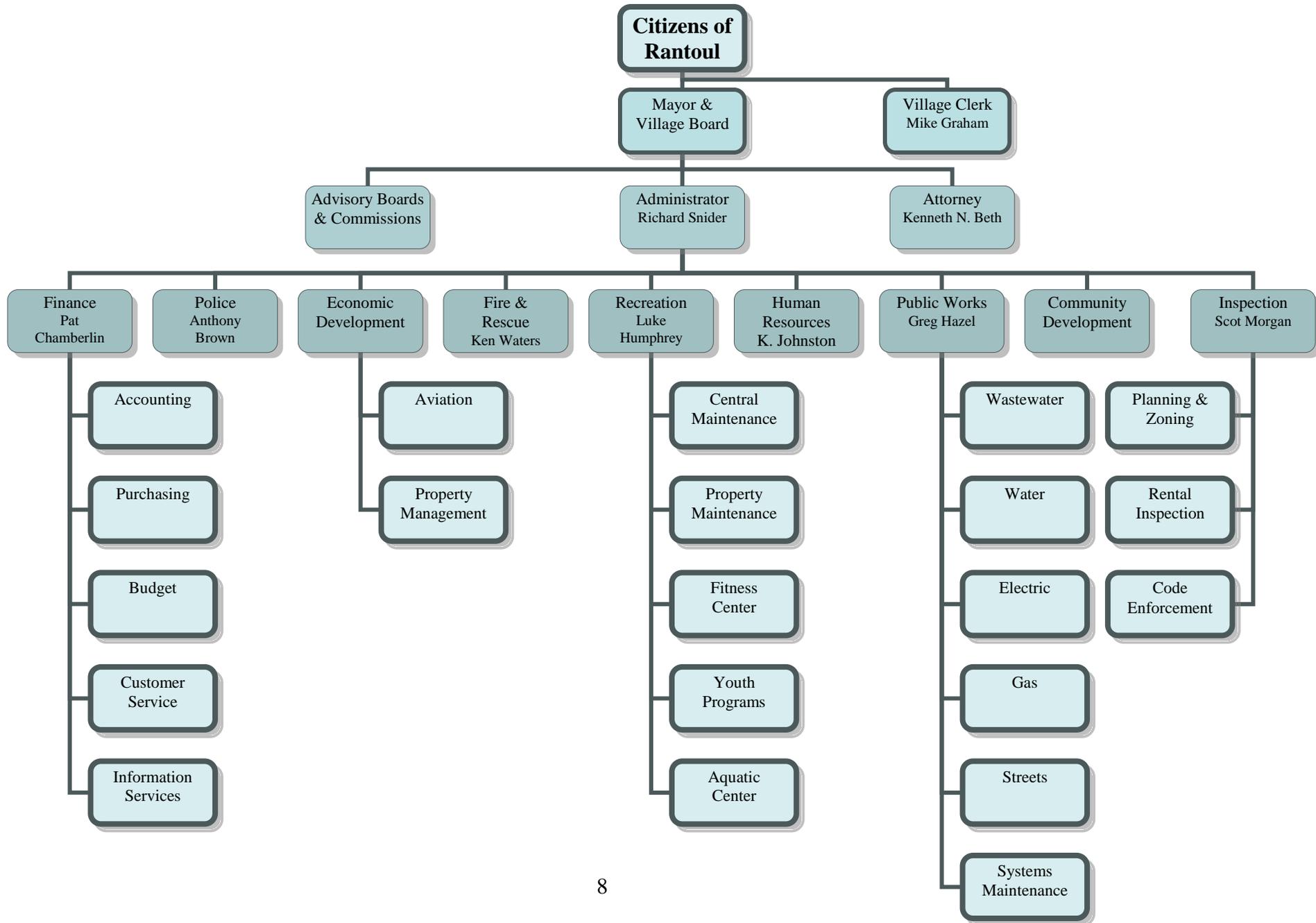
Location: 200 West Flessner Avenue
Rantoul, IL 61866
Phone: (217) 893-5780

Rantoul Fire Department Facilities

Locations: Station No. 1 – 101 East Grove Avenue
Station No. 2 – 500 North Maplewood Drive
Station No. 3 – 1008 South Perimeter Road
Phone: (217) 893-568801
Divisions: Fire Protection

Frank Elliott Field – Airport

Location: 2 Aviation, Suite A110
Rantoul, IL 61866
Phone: (217) 892-6895



**VILLAGE OF RANTOUL
BOARDS, COMMITTEES & COMMISSIONS
MEMBER LIST AS OF DECEMBER 2015**

(Click Names for Email Link)

Rantoul Village Board of Trustees

All members are elected at-large for 4-year terms. The Village Board regularly meets on the first and second Tuesdays of each month at 6:00 PM in the Louis B. Schelling Memorial Board Room of the Rantoul Municipal Building, 333 South Tanner Street.

Mayor: [Charles Smith](#)
Residence: 1800 Gleason Drive, Rantoul
Home Phone: 892-6854
Village Office: Municipal Building
Office Phone: 892-6854
Took Office: May 2013
Current Term Expires: May 2021

Village Clerk: [Mike Graham](#)
Residence: 216 B E. Sangamon, Avenue, Rantoul
Home Phone: 893-1722
Village Office: Municipal Building
Office Phone: 893-9250
Took Office: October 2010
Current Term Expires: May 2021

Trustee: [Jennifer Fox](#)
Residence: 316 Indian Hills Court, Rantoul
Home Phone: 892-8980
Took Office: May 2011
Current Term Expires: May 2019

Trustee: [Hank Gamel](#)
Residence: 1027 Cambridge Drive, Rantoul
Home Phone: 372-4393
Took Office: May 2011
Current Term Expires: May 2019

Trustee/Mayor Pro Tem: [Sam Hall](#)
Residence: 401 E. Sangamon Ave., Rantoul
Home Phone: 778-2686
Took Office: May 2017
Current Term Expires: May 2021

Trustee: [Mike Runyon](#)
Residence: 325 Deerfield Dr., Rantoul
Home Phone: 202-5150
Took Office: May 2018
Current Term Expires: May 2019

Trustee: [Chad Smith](#)
Residence: 404 Indian Hills, Rantoul
Home Phone: 892-0798
Took Office: April 2013
Current Term Expires: May 2019

Trustee: [Terry Workman](#)
Residence: 725 Mikel Dr., Rantoul
Home Phone: 493-7337
Took Office: May 2017
Current Term Expires: May 2021

Citizens Advisory Board

All members are appointed by the Mayor with the approval of the Village Board for 4-year terms.

Chairman: [Cynthia Rouse](#)
Residence: 342 Illinois Drive, Rantoul
Phone: 893-1936
Term Expires: May 2021

Member: [Susan Combest](#)
Address: 1212 Aspen Drive, Rantoul
Phone: 419-6567
Term Expires: May 2021

Member: [Pam Cheek](#)
Address: 329 E. Campbell Avenue, Rantoul
Phone: 892-8138
Term Expires: May 2019

Member: [Marcia Jackson](#)
Address: 405 Moraine, Rantoul
Phone: 892-9766
Term Expires: May 2018

Member: [Sherrie Johnson](#)
Address: 117 Oakcrest Drive, Rantoul
Phone: 898-2211
Term Expires: May 2018

Board of Fire & Police Commissioners

All members are appointed by the Mayor with the approval of the Village Board for 3-year terms. Commission meets on an as-needed basis.

Commissioner: [Ken Calhoun](#)
Address: 1617 Symington Drive, Rantoul
Phone: 892-2989
Term Expires: 2020

Commissioner: [David Sherrick](#)
Address: 322 W. Grove Avenue, Rantoul
Phone: 202-3984
Term Expires: 2018

Commissioner: [Brian Schurter](#)
Address: 425 E. Champaign Avenue, Rantoul
Phone: 893-3322
Term Expires: 2019

Liquor Advisory Committee

All members are appointed by the Mayor with the approval of the Village Board for 4-year terms. Committee meets on an as-needed basis.

Chairman: [Ron Loy](#)
Address: 505 W. Champaign Avenue, Rantoul
Phone: 893-9180
Term Expires: 2021

Member: [Herman Fogal](#)
Address: 1622 Golfview Circle, Rantoul
Phone: 892-2000
Term Expires: 2021

Member: [Hank Gamel](#)
Address: 1027 Cambridge Dr.
Phone: 372-4393
Term Expires: 2021

Member: [Wayne Mathis](#)
Address: 586 Hazelcrest, Rantoul
Phone: 893-1884
Term Expires: 2021

Micro Loan Fund Review Committee

All members are appointed by the Mayor with the approval of the Village Board for 3-year terms. Committee meets on an as-needed basis.

Chairman: [Charles Smith](#)
Address: 333 S. Tanner Street, Rantoul
Phone: 892-6854
Term Expires: 2021

Member: [Brian Schurter](#)
Address: 425 E. Champaign Avenue, Rantoul
Phone: 893-3322
Term Expires: 2020

Member: [Koleen Roseman](#)
Address: 412 W. Champaign Avenue, Rantoul
Phone: 568-7311
Term Expires: 2020

Member: [Dennis Long](#)
Address: 201 E. Champaign Avenue, Rantoul
Phone: 892-2143
Term Expires: 2019

Member: [Jim Smith](#)
Address: 1231 E. Grove Avenue, Rantoul
Phone: 892-4121
Term Expires: 2019

Member: [Connie Nelson](#)
Address: 426 E. Champaign Avenue, Rantoul
Phone: 892-4887
Term Expires: 2018

Planning and Zoning Commission

All members are appointed by the Mayor with the approval of the Village Board for 4-year terms. Commission meets on the fourth Monday of each month, or as otherwise noted.

Chairman: [Allen Jones](#)
Address: 583 Pinecrest Place, Rantoul
Phone: 893-4338
Term Expires: 2019

Secretary: [Ken Waters](#)
Address: 582 Hazelcrest, Rantoul
Phone: 892-2396
Term Expires: 2019

Commissioner: [Mike Daugherty](#)
Address: 400 Moraine Drive, Rantoul
Phone: 893-8201
Term Expires: 2019

Commissioner: [Jim Johnson](#)
Address: 1117 Oakcrest Drive, Rantoul
Phone: 893-2210
Term Expires: 2020

Commissioner: [Ron Loy](#)
Address: 505 W. Champaign Ave, Rantoul
Phone: 893-9180
Term Expires: 2020

Commissioner: [Brenda Crane](#)
Address: 513 W. Champaign Avenue, Rantoul
Phone: 841-0387
Term Expires: 2021

Member: [Mark Wilkerson](#)
Address: 1016 North Drive, Rantoul
Phone: 893-9449
Term Expires: 2021

Police Pension Board

Two members are appointed by the Mayor with the approval of the Village Board. Two members are elected by the members of the Police Department. One member is elected by the pensioners of the Police Department. All members serve 2-year terms. Board meets quarterly.

President: [Sgt. Marc Beach](#)
Address: 109 E. Grove Avenue, Rantoul
Phone: 893-0988

Vice President: [Officer Matt Bross](#)
Address: 109 E. Grove Avenue, Rantoul
Phone: 893-0988

Member: [Mike Daugherty](#)
Address: 400 Moraine Drive, Rantoul
Phone: 893-8201
Term Expires: 2019

Member: [Mike Tittle](#)
Address: 408 W. Morris, Thomasboro
Phone: 841-1757
Term Expires: 2018

Member: [Gwen McMorris](#)
Address: 714 Mikel Drive, Rantoul
Phone: 892-2143
Term Expires: 2018

Revolving Loan Fund Review Committee

All members are appointed by the Mayor with the approval of the Village Board for 3-year terms. Committee meets on an as-needed basis.

Chairman: [Charles Smith](#)
Address: 333 S. Tanner Street, Rantoul
Phone: 892-6854
Term Expires: 2021

Member: [Brian Schurter](#)
Address: 425 E. Champaign Avenue, Rantoul
Phone: 893-3322
Term Expires: 2020

Member: [Koleen Roseman](#)
Address: 412 W. Champaign Avenue, Rantoul
Phone: 568-7311
Term Expires: 2020

Member: [Dennis Long](#)
Address: 201 E. Champaign Avenue, Rantoul
Phone: 892-2143
Term Expires: 2019

Member: [Jim Smith](#)
Address: 1231 E. Grove Avenue, Rantoul
Phone: 892-4121
Term Expires: 2019

Member: [Connie Nelson](#)
Address: 426 E. Champaign Avenue, Rantoul
Phone: 892-4887
Term Expires: 2018

Scholarship Committee

All members are appointed by the Mayor with the approval of the Village Board. Committee meets on an as-needed basis.

Member: [Charles Smith](#)
Address: 333 S. Tanner Street, Rantoul
Phone: 892-6854
Term Expires: 2017

Member: [Margurette Carter](#)
Address: 1044 Englewood Drive, Rantoul
Phone: 893-0490
Term Expires: 2017

Member: [Herman Fogal](#)
Address: 1622 Golfview Circle, Rantoul
Phone: 893-0068
Term Expires: 2017

Member: [Dennis Long](#)
Address: 201 E. Champaign Avenue, Rantoul
Phone: 892-2143
Term Expires: 2017

Storm Drainage Committee

All members are appointed by the Mayor with the approval of the Village Board for 4-year terms. Committee meets on an as-needed basis.

Chairman: [Ron Loy](#)
Address: 505 W. Champaign Avenue, Rantoul
Phone: 893-9180
Term Expires: 2017

Member: [Joe Bolser](#)
Address: 706 E. Grove Avenue, Rantoul
Phone: 892-4365
Term Expires: 2017

Member: [John Reale](#)
Address: 1625 Carolina Drive, Rantoul
Phone: 893-1280
Term Expires: 2017

Tree Commission

All members are appointed by the Mayor with the approval of the Village Board for 2-year terms. Commission meets on an as-needed basis.

Commissioner: [J D Roessler](#)
Address: 605 Glenwood Drive, Rantoul
Phone: 892-4262
Term Expires: 2017

Commissioner: [Leonard Wirges](#)
Address: 931 Briarcliff, Rantoul
Phone: 892-2318
Term Expires: 2017

Commissioner: [Lorraine Wirges](#)
Address: 931 Briarcliff, Rantoul
Phone: 892-2318
Term Expires: 2017

**VILLAGE OF RANTOUL
DEPARTMENT CONTACT INFORMATION**

Department	Contact	Location	Telephone
Accounting	<u>Angela Schultz</u>	333 S. Tanner	892-6831
Administration	<u>Richard Snider</u>	333 S. Tanner	892-6801
Airport	<u>Corky Vericker</u>	2 Aviation, Suite A110	892-6895
Community Development	<u>Ken Turner</u>	333 S. Tanner	892-6824
Comptroller	<u>Pat Chamberlin</u>	333 S. Tanner	892-6850
Economic Development	<u>Rebecca Motley</u>	333 S. Tanner	892-6822
ESDA	<u>Dan Russell</u>	109 E. Grove	893-0988
Fire	<u>Ken Waters</u>	333 S. Tanner	892-8401
Human Resources	<u>Katherine Johnston</u>	333 S. Tanner	892-6856
Information Technology	<u>Christopher Huston</u>	333 S. Tanner	892-6803
Inspection	<u>Scott Morgan</u>	333 S. Tanner	892-6825
Mayor	<u>Charles Smith</u>	333 S. Tanner	892-6854
Police	<u>Anthony Brown</u>	109 E. Grove	893-0988
Public Works	<u>Greg Hazel</u>	200 W. Grove	892-6512
Recreation	<u>Luke Humphrey</u>	100 E. Flessner	893-5701
Utility Billing	<u>Carla Toliver</u>	333 S. Tanner	892-6857
Village Clerk/ FOI Office	<u>Mike Graham</u>	333 S. Tanner	892-6823

Village of Rantoul
FOIA Policies & Procedures

Village of Rantoul
Request for Inspection or Copying of Public Records
Rules & Regulations in Accordance with the Freedom of Information Act
(5 ILCS 140)
REVISED SEPTEMBER 2009

Sec. 1 Introduction

The Illinois Freedom of Information Act (5 ILCS 140 et. seq.), as supplemented and amended since its effective date of July 1, 1984, requires all public bodies in the state to make non-exempt public records available for inspection and copying. The Village of Rantoul not only strives to comply with this law, but also fully endorses the fundamental concept that all persons are entitled to full, accurate, and complete information regarding the affairs of the Village and the official acts and policies adopted by Village officials and public employees. The Village of Rantoul recognizes that its desire for the active and informed participation of its citizens in the public policy process necessitates as full and as free an access to this information as possible. In determining the parameters of public access to information, the Village of Rantoul also understands its obligations to protect legitimate privacy interests and maintain the efficiency of its administrative operations.

Pursuant to Section 3 of the Act, the Rantoul Village Board shall have the authority to promulgate rules and regulations pertaining to the availability of records and procedures to be followed in conformity with the provisions of the Freedom of Information Act. The rules and regulations contained herein have thus been established by the Village of Rantoul to ensure that its obligations under the law and its philosophical obligation to its citizens to promote openness and transparency are satisfactorily met. These rules are intended to serve as procedural guidelines for citizens and employees and officers of the Village in expediting the process of obtaining access to public records. In any instance in which these procedures shall conflict with language contained in the Illinois Freedom of Information Act as now existing or hereafter amended, the terms of the Act shall prevail.

Sec. 2 Procedures for the Request of Inspection or Copying of Records

Requests for the inspection and copying of non-exempt public records pursuant to FOIA may be made in person at the Rantoul Municipal Building, 333 S. Tanner Street, Rantoul, Illinois, Mondays through Fridays, between the hours of 8:00 A.M. and 5:00 P.M., except on holidays. Requests for the inspection and copying of Village Police Department records may be made in person at the Rantoul Police Department, 109 E. Grove Avenue, Rantoul, IL.

The Village of Rantoul shall also accept FOIA requests received via facsimile, [electronic mail](#), and through the United States mail. The Village is only responsible for responding to requests that it actually receives and is not responsible for transmission or delivery errors for FOIA requests that are submitted through these alternative means. Any requests received by the Village after normal business hours shall be considered received on the following business day.

All requests for public records must be made in writing, preferably upon a Village of Rantoul Freedom of Information Request Form. If a requesting party is unable to obtain one of these forms, the Village will accept any legible written request, provided that such written request is clearly and concisely stated and contains the name, address, and telephone number of the requestor.

To ensure that each FOIA request is acted upon in a complete and timely fashion, the requestor should ensure that the public record being sought is clearly identified in his/her request. Requestors should provide as much known information about the requested record as possible (e.g. type of record, approximate date of record, department where record may be located, etc.). The request should indicate whether the records are to be inspected, copied, and/or certified. The Village of Rantoul is not obligated to respond to requests that are overly broad or that would place an undue burden upon its operations; nor is the Village obligated to interpret or advise requestors as to the meaning or significance of public records that may be provided.

If the request is being made for a commercial purpose, the requestor must disclose that fact to the Village at the time the request is made. It is a violation of the Act to knowingly obtain a public record for a commercial purpose without such disclosure.

Sec. 3 Fee Schedule

Pursuant to 5 ILCS 140/6, the Village of Rantoul is given the authority to charge reasonable fees for the duplication and/or certification of public records produced in compliance with FOIA requests. The Freedom of Information Officer is given the authority to grant a waiver or reduction of fees for copying records if the requestor's stated purpose is to obtain information regarding the health, safety, and welfare of the general public and is not for the principal purpose of personal or commercial benefit. In determining the amount of any such waiver or fee reduction, the Village will also consider the number of records requested and the actual costs of copying.

Unless otherwise waived, copying fees must be paid in advance of the records being made available to the requestor. Fees are as follows:

8.5" x 11" documents:	\$0.15/page
8.5" x 14" documents:	\$0.15/page
11" x 14" documents:	\$0.15/page
Audio Tape:	\$5.00/unit
Compact Disc:	\$5.00/unit
Microfilm:	\$1.00/page
Certification:	\$1.00/document

For each request form filed, citizens shall be furnished with the first fifty (50) pages of standard, black and white copies at no charge. Fees will not be waived for the first fifty

(50) pages of colored copies or copies exceeding 11" x 14" in area, unless a waiver or fee reduction is granted by the Freedom of Information Officer as a means of furthering the public interest.

Fees to copy blueprints, oversized documents, pamphlets, manuals and any other records which are to be copied by an outside service shall be based on the actual costs incurred by the Village. Information regarding these fees will be provided to the requestor before copying. Additional fees for accident records may apply, as allowable by law.

Sec. 4 Village Response to Requests for Inspection or Copying of Records

In accordance with the law, the Village of Rantoul will respond to all non-commercial requests within five (5) working days of receipt. Responses will be provided to any commercial requests within twenty-one (21) working days of receipt. In processing requests for information made under the Act, the Village shall give priority first to any non-commercial requests pending before it. The Village must respond in one of the following methods:

A. Approval of Request

If the requested records are available and determined to be non-exempt, the Village will advise the requestor of the documents which are available and the cost to copy the records. For commercial requests, the Village response will include an estimate of the time required to locate and compile the records requested, as well as the estimated fees to be assessed to the requestor.

If the requestor has asked to inspect the documents, the Village will provide the requestor with notice of a time and location in which the records will be made available for inspection. Any inspection of public records will be conducted during normal business hours at the Rantoul Municipal Building, unless another location is otherwise agreed upon by the Village and the requesting party. The Village may require that an officer or employee of the Village be present during any inspection of public records. A requestor may also be prohibited from bringing bags, brief cases, or other containers into the room in which the inspection takes place. Documents made available for inspection will be held for fourteen (14) working days from the date of the Village's response and, thereafter, will be re-filed.

Fees for copies of records, unless waived, must be paid in advance. All copying of documents shall be done by an officer or employee of the Village of Rantoul. Upon written request, the Village will mail copies of public records to the requestor.

B. Notice of Extension

Under certain circumstances, the Freedom of Information Act allows the Village to provide notice of an extension of time for response to a request. This time period shall not exceed an additional five (5) working days, or a total of ten (10) working days from the receipt of the original request. Any notice of extension must cite the reason why the extension is necessary.

C. Denial of Request

Any denial of any part of a request shall be made in writing and shall state the reason(s) for the denial in accordance with Section 3(g), or if the record is determined to be exempt, pursuant to Section 7 of the Freedom of Information Act.

Section 3(g) of the Act allows the Village to deny a request for a category of records if compliance with the request would place an undue burden upon the Village and there is no way to narrow the scope of the request, and/or the burden on the Village outweighs the public interest in the information. Before denying a request on the basis of this exemption, the Village will contact the requestor to offer him/her an opportunity to confer with the Village in an attempt to reduce the scope of the request to a manageable proportion. Any denial pursuant to Section 3(g) shall specify the reason(s) why it would be unduly burdensome to the Village and the extent to which compliance with the request would burden the operation of the Village. Repeated requests for the same public records by the same person shall be deemed unduly burdensome and shall be denied accordingly.

Section 7 of the Act enumerates a series of records that are considered exempt from public disclosure and, therefore, need not be produced by the Village.

All denials shall include the name and title of the individual or individuals responsible for the denial of the request, and shall include a detailed factual basis for the application of any exemption claimed. Any denial must also include a notice of the requestor's statutory right to petition the office of the Public Access Counselor in the office of the Illinois Attorney General for review of the denial, as well as the right to judicial review under Section 11 of the Act. In accordance with the provisions of the Act, copies of all denials shall be retained by the Freedom of Information Officer and will be indexed according to the type of exemption asserted and, to the extent feasible, according to the type of records requested.

If the Village determines that a FOIA request should be denied by claiming an exemption under subsection (1) (c) or (1) (f) of Section 7 of the Act, the Freedom of Information Officer shall provide written notice to both the requestor and the Public Access Counselor of the Village's intent to deny the request in whole or in part. This notice shall include: a copy of the original FOIA request; the proposed

response from the Village; and a detailed summary of the Village's basis for asserting the exemption. Upon receipt of the notice of intent to deny, the Public Access Counselor shall determine whether or not further inquiry is warranted. Within five (5) working days after receipt of the notice of intent to deny, the Public Access Counselor shall notify the Village and the requestor whether further inquiry is warranted.

Sec. 5 Administrative & Judicial Review Procedures

Any requestor whose request for information has been denied by the Village may exercise his/her statutory right to petition the Public Access Counselor in the office of the Illinois Attorney General for review of said denial. A request for review must be filed with the Public Access Counselor not later than sixty (60) days after the date of the final denial. Any such request for review must be in writing, signed by the requestor, and include copies of the original FOIA request and any responses received from the Village.

Upon receipt of a request for review, the Public Access Counselor shall determine whether further action is warranted. If the Public Access Counselor determines that the alleged violation of the Act is unfounded, he/she shall so advise the requestor and the Village and no further action will be taken with respect to the complaint. In all other cases, the Public Access Counselor shall forward a copy of the request for review to the Village within seven (7) working days after receipt and shall specify the records or other documents that the Village shall furnish to facilitate the review. Within seven (7) working days after receipt of the request for review, the Freedom of Information Officer must provide copies of the records requested and shall otherwise fully cooperate with the Public Access Counselor. To the extent that records produced by the Village for the purposes of review contain information that is claimed to be exempt, the Public Access Counselor shall not further disclose that information.

Within seven (7) working days after it receives the request for review and request for production of records from the Public Access Counselor, the Village may provide an answer to the allegations of the request for review in the form of a letter, brief, or memorandum. The Public Access Counselor shall forward a copy of any such written answer to the person submitting the request for review and the requestor may respond in writing to such answer within seven (7) working days. If the requestor chooses to file a written response to the Village's answering of the allegations, he/she must also provide a copy of that response to the Village.

The Attorney General shall examine the issues and records submitted in conjunction with any request for review and shall, within sixty (60) days, issue to the requestor and to the Village an opinion in response to the request for review. The opinion shall be binding upon both the requestor and the Village, subject to administrative review under Section 11.5. The Public Access Counselor may opt to extend the 60-day time period by up to twenty-one (21) additional working days, provided that he/she sends written notice of such extension to both the requestor and the Village. The Attorney General may exercise his/her discretion and choose to resolve a request for review by mediation or by a means other than the issuance of a binding opinion.

Upon receipt of a binding opinion concluding that a violation of the Act has occurred, the Freedom of Information Officer shall either take necessary action immediately to comply with the directive of the opinion, or shall initiate administrative review under Section 11.5. If the opinion concludes that no violation occurred, the requestor may initiate administrative review under Section 11.5.

Any person denied access to inspect or copy any public record shall also have the right to file suit for injunctive or declaratory relief in the Circuit Court of Champaign County.

Sec. 6 Village of Rantoul FOIA Administrative Procedures

In accordance with Section 3.5 of the Act, the Village Board shall designate an employee or officer of the Village to serve as Freedom of Information Officer. The designated Freedom of Information Officer may, from time to time, designate additional employees or officers to serve as deputy freedom of information officers for particular departments or divisions of the Village as necessary to expedite the FOIA process. Freedom of Information officers and deputies shall be charged with the responsibility for implementing these policies and procedures and processing all requests for information in accordance with the terms of the Act. Deputy Freedom of Information officers shall, at the discretion of the Freedom of Information Officer, be given the authority to act as the primary freedom of information officer for each department or division in which they have been assigned. Each individual designated as a freedom of information officer or deputy shall successfully complete an annual training curriculum through the State of Illinois, as provided in the Act.

All FOIA requests shall be date stamped upon receipt by the Village. Upon receipt, the Freedom of Information Officer shall forward a copy of the request to the appropriate contact employee for the department in which the records are located. Upon forwarding the request to the appropriate department, the Freedom of Information Officer shall also indicate the date by which the request must be approved or denied (five working days from the date of receipt).

The employee responsible for providing the information on behalf of his/her department shall promptly either comply with or deny the request. The employee shall notify the Freedom of Information Officer of his/her action on the request no later than five (5) working days after its receipt. The Freedom of Information Officer shall then respond in writing to the requestor accordingly. If denying the request, the official responsible for the denial must include, in writing, the following information:

1. The statutory exemption used as the basis for the denial and the specific reasons for the denial, including a detailed factual basis and citation to supporting legal authority;
2. The names/titles of each person responsible for the denial;
3. The notice of the requestor's statutory right to petition the Public Access Counselor for review of the denial; and
4. The notice of the requestor's statutory right to judicial review under section 11 of the Act.

If any public record exempt from disclosure contains material which is not exempt, the Village shall delete the exempt information and make the remaining information available for inspection and copying.

If the responsible employee determines that there is not adequate time to gather the requested information, the time limit may be extended by an additional five (5) working days. Extensions should be reserved only for extenuating circumstances. Appropriate reasons for extension include:

1. The requested record is in a place other than the office at which the record is being requested
2. The request requires the collection of a substantial number of specified records
3. The request is understood in categorical terms and requires an extensive search for the records responsive to it
4. The requested records have not been located in the course of routine search and additional efforts are being made to locate them
5. The requested records require examination and evaluation by personnel having the necessary competence and discretion to determine if the records are exempt from disclosure under Section 7 of the Act, or should be revealed only with appropriate deletions
6. The request for records cannot be complied with by the public body within the time limits prescribed by Section 3 of the Act without unduly burdening or interfering with the operations of the public body
7. There is a need for consultation, which shall be conducted with all practicable speed, with another public body or among two or more components of a public body having a substantial interest in the determination or in the subject matter of the request

When additional time is required for any of the aforementioned reasons, the responsible employee shall notify the Freedom of Information Officer as soon as possible, but no later than four (4) working days after receipt of the request. The Freedom of Information Officer shall then immediately send written notice of extension to the requestor, stating the reasons for the extension and the date by which the records will be available or that a denial will be forthcoming. Extensions will not be granted for a period exceeding five (5) working days, except in the most unusual circumstances; provided that any such extraordinary period for extension will first be agreed upon in writing by both the requestor and the Freedom of Information Officer.

All requests for public records made under the FOIA shall be maintained in a file in an office designated by the Freedom of Information Officer and preserved in accordance with the provisions of the Local Records Act. Documents maintained in this file shall include, but not be limited to, the following: the original request, a copy of the written response, a record of written communications with the requestor, and a copy of all other communications. Additionally, all denials of FOIA requests shall, by law, be indexed according to the statutory basis for the individual denial. To the extent practicable, these records should be further subdivided by type or category of record requested.

In accordance with the provisions of Section 4 of the Act, the Freedom of Information Officer shall be responsible for publishing and maintaining a local FOIA manual, pamphlet, or other substantially similar document containing the following information:

1. A brief description of the Village of Rantoul, including, but not limited to:
 - a. a short summary of its purpose
 - b. a block diagram of its functional subdivisions
 - c. the total amount of its operating budget
 - d. the number and location of each of its separate offices
 - e. the approximate number of full- and part-time employees
 - f. the identification and membership of any board, commission, committee or council which operates in an advisory capacity relative to the operation of the public body, or which exercises control over its policies or procedures
2. A brief description of the methods whereby the public may request information and public records
3. A directory designating by titles and addresses those employees to whom requests for public records should be directed
4. A schedule of local fees, as allowable under Section 6 of the Act
5. A reasonably current list of all types or categories of records maintained by the Village of Rantoul
6. A listing of all documents or categories of records that the Village shall immediately disclose upon request
7. A description of the manner in which public records stored by means of electronic data processing may be obtained in a format comprehensible to persons lacking knowledge of computer language or printout format.

All of the foregoing general information shall also be made available for public access on the Village of Rantoul website.

**VILLAGE OF RANTOUL
FREEDOM OF INFORMATION STAFF CONTACT LIST**

FREEDOM OF INFORMATION OFFICER

Mike Graham

216 B E. Sangamon
P.O. Box 982
Rantoul, IL 61866
Phone: (217) 893-9250
Fax: (217) 893-9230

DEPUTY FREEDOM OF INFORMATION OFFICER FOR ADMINISTRATION

Janet Gray

333 S. Tanner Street, Room 102
Rantoul, IL 61866
Phone: (217) 892-6802
Fax: (217) 892-5501

DEPUTY FREEDOM OF INFORMATION OFFICER FOR THE POLICE DEPT.

Sgt. Justin Bouse

109 E. Grove Avenue
Rantoul, IL 61866
Phone: (217) 893-5604

DEPUTY FREEDOM OF INFORMATION OFFICER FOR THE POLICE DEPT.

Sara Simpkins

109 E. Grove Avenue
Rantoul, IL 61866
Phone: (217) 893-5622

Village of Rantoul Index of Public Records

List of Records by Department
List of Records Available Immediately Upon Request

Airport Department

For more information, contact Airport Manager [Corky Vericker](#) (892-6895) or FOIA Officer [Mike Graham](#) (893-9250).

<u>Record Types</u>	<u>Approximate Dates</u>
Airport Inspection Reports (IDOT)	1993-
Airport Operating Certificates (IDOT)	1973-
Airport Rules and Regulations	2000-
Backflow Prevention Device Inspection Records	2009-
Building Code Inspection Records	2006-
Construction Project Records	1992-
Emergency Plans	2007-
Emergency Training Exercise Records	2008-
Event Listings	2007-
Special Events Project Files	2003-
Tenant Lease Listings	200-

Inspection, Planning & Zoning Department

For more information, contact Administrative Assistant [Scott Morgan](#) (892-6843) or FOIA Officer [Mike Graham](#) (893-9250).

<u>Record Types</u>	<u>Approximate Dates</u>
Airbase Hazardous Material Storage Records	1997-
Airbase Housing Occupancy Permits	1995-2005
Airbase Housing Utility Connection Orders	1992-2005
Annexation Records	1965-
Blueprints, Plans, Plats, and Engineering Drawings	1925-
Building Permit Files	1999-
Code Enforcement Daily Inspection Schedules	2007-
Code Enforcement Violation Records	2000-
Comprehensive Plan Development Records	2002-
Contract Licensing Records	1968-
Daily Activities Reports	1985-
Federal Census Records	2008-
Fees/Fines Submittal Ledger Sheets	2008-
Food Handlers Inspection Reports	1985-1998
HVAC Work Orders	2000-
Inspection Fees Ledgers	1966-
Inspection Violation Records	2007-
License Stubs	1993-
Mobile Home Inspection Records	1968-

Inspection, Planning & Zoning Department (continued)

Record Types	Approximate Dates
Building Condemnation Records	1964-
Ordinances	2006-
Owner-Occupied Exemption Forms (Rental Inspection)	2007-
Plan Commission Meeting Notes	1996-
Plan Commission Meeting Sign-in Sheets	1996-
Plan Commission Minutes & Agendas	1962-
Project Manuals	1972-
Requests for Variance	1969-
Residential Rental Annual Registration Applications	2007-
Residential Rental Inspection Records	2007-
Special Use Permit Requests	1971-
Storm Sewer Project Records	1940-
Subdivision Files	1947-
Taxpayer Location Verifications	1999-
Wastewater Plant Project Records	1969-
Zoning Board of Appeals Minutes	1969-

Village Clerk's Office

For more information, contact Deputy Clerk [Janet Gray](#) (892-6802) or FOIA Officer [Mike Graham](#) (893-9250).

Record Types	Approximate Dates
Applications for Authority to Dispose of Local Records	1977-
Base Caretaker Meeting Minutes	1993-1997
Bond Issue Records	1978-
Business License Applications & Records	1993-
Election Records	1993-
Freedom of Information Requests & Denials	2007-
Freedom of Information Policies & Procedures	2007-
Freedom of Information Annual Reports	2008-
Lawsuit Records	1979-
Legal Correspondence	1967-
Mechanic's Liens	1989-
Micro Loan Fund Records	1994-
Official Oaths & Bonds	2006-
Ordinances and Resolutions	1890-
Personnel Committee Meeting Minutes	1996-2000
Petitions	1915-
Railroad Easement Records	1946-

Village Clerk's Office (continued)

<u>Record Types</u>	<u>Approximate Dates</u>
Records Disposal Certificates	2009-
Revolving Loan Fund Records	1994-
Strategic Planning Records	2007-
Utility Franchise Agreements	1965-
Village Board Meeting Audio Recordings	1977-
Village Board Meeting Minutes	1906-
Village Board Meeting Agendas	1987-
Village Board Information Packets	1997-
Village Code Books (1931, 1960, 1977, 2010 editions)	1930-
Village Real Estate Records	1930-

Community Development Department

For more information, contact Director [Ken Turner](#) (892-6824) or FOIA Officer [Mike Graham](#) (893-9250).

<u>Record Types</u>	<u>Approximate Dates</u>
Capital Improvement Plans	1968-
Community Development Resolutions	1975-
Consolidated Plans	1985-
Consultant Interview Files	1989-
E. Central Illinois Area Agency on Aging Records	1987-1988
Engineering Studies	1967-
Enterprise Zone Applications to Illinois DCEO	1986-
Enterprise Zone Project Files	1986-
Enterprise Zone Quarterly Financial Reports	1986-
Environmental Review Records	1974-
Grant Administration Files	1974-
Grant Construction Project Files	1992-
Property Demolition Records	2003-
Rehabilitation Project Records (Housing & Rental)	1978-
Rental Rehabilitation Monthly Payment Records	1983-
Telephone Logs	1983-
TIF District Files	1991-

Finance Department

For more information, contact Comptroller [Pat Chamberlin](#) (892-6850) or FOIA Officer [Mike Graham](#) (893-9250).

Record Types	Approximate Dates
Account Reclassification Approvals	2000-
Airbase Closure Reimbursement Records	1993-
Annual Audits and Financial Statements	1920-
Bankruptcy Notices	1983-
Billed Entity Applicant Reimbursement (BEAR) Records	2008-
Cancelled Bonds and Coupons	1997-
Cancelled Checks, Bank Statements & Deposit Slips	1987-
Cash Post Listings – Utility Billing	2000-
Comprehensive Annual Financial Reports (CAFRs)	1985-
Credit Card Billing Receipt Records	2007-
Employee Earnings Records	1956-
Employee Evaluation Duplicates	1996-
Employee Leave Use Reports	1997-
Employer’s Contribution and Wage Reports	1978-
End-of-Month Reports (Trial balance, revenue, expense)	2006-
Expenditure Approval Listings	2000-
Financial Journals, Ledgers, Registers and Reports	1932-
Flexible Spending Account Disbursements Histories	2007-
Fuel Usage Reports	1996-
Hotel/Motel Tax Monthly Receipts Records	2005-
IMLRMA Annual Payroll Audit Records	2001-
IMLRMA Quarterly Man-hour Reports	2001-
Illinois Municipal Retirement Fund (IMRF) Records	1983-
Insurance Policies and Claims	1995-
Interdepartmental Billing Sheets	2007-
Low-Income Home Energy Assistance Program Records	2006-
Motor Fuel Tax (MFT) Allotment, Audits, and Projects	1966-
Paid Bills and Invoices	1991-
Parking Ticket Log Sheets	2000-
Parking Violation Records	2000-
Payroll Insurance Audits	2003-
Police Fines Collection Log Sheets	2008-
Police Pension Fund Contribution Ledgers	1961-
Quarterly Payroll Tax Reports	1997-
Replacement Tax Allocation Notices	1980-
Requests for Proposal	1990-
Requests for Taxpayers I.D. (W-9)	1997-
Security Light Agreements and Work Orders	1969-

Finance Department (continued)

Record Types	Approximate Dates
State/Federal Tax Statements and Reports	1995-
Storm Drainage Tax Billing Records	2001-
Treasurer's Reports	1981-
Utility Billing History Records	1969-
Utility Deposit Paid-out Records	1975-
Void Check Approvals	2007-
Workers Compensation Case Files	1995-

Economic Development Department

For more information, contact Administrative Assistant [Eric Vences](#) (892-6896) or FOIA Officer [Mike Graham](#) (893-9250).

Record Types	Approximate Dates
Airbase Maps and Plans	1920-
Airbase Property Lease Inquiry Records	1998-
Airbase Property Tax Number Lists	1998-
Alarm System Agreements	1998-
Asbestos Abatement Project Records	2002-
Biweekly Bill Summary Lists	1997-
Bid Tabulations	2001-
Boiler Inspection Records	2003-
Building Operations Audits	1999-
Certificates of Insurance	1960-
Construction Project Records	1988-
Economic Development Commission Minutes	1984-
Elevator Inspection Records	2001-
Engineering Studies	1993-
EEOC Assurance Records	1999-
Equipment Records	1998-
Fire Alarm Emergency Notification Records	2001-
Insurance Claim Report Copies	2000-
Insurance Policies	1993-1998
Invoice Duplicates	2003-
Key Issue Logs	2004-
Knox Box Location Lists	2008-
Lease Payment Request Records	1994-2005
Precision Aviation Finance Reports	2007-2009
Property Detail Lists	1990-
Property Lease Duplicates	1992-

Economic Development Department (continued)

Record Types	Approximate Dates
Rent Calculation Records	1996-
Security Systems Billing Lists	2002-
Security Systems Description Records	2005-
Utility Bills	2001-2003

Fire Department

For more information, contact Fire Chief [Ken Waters](#) (892-8401) or FOIA Officer [Mike Graham](#) (893-9250).

Record Types	Approximate Dates
Aerial Ladder Test Records	1985-
Agreements	1953-
Air Base Emergency Contact Lists	1993-
Boiler Inspection Records	1999-
Building Pre-Plan Reports	2003-
By-Laws	1978-
Civil Defense Reimbursement Records	1952-1954
Commercial Building Fire Sprinkler Inspection Records	2007-
Compressed Air Sample Test Reports	1983-
Dispatch Tickets	2000-
Duty Schedules	1999-
Eligibility Lists	2001-
Employee Injury Reports	1978-
Equipment Inventory Lists	1997-
Equipment Issue Records	1999-
FCC Licenses	1989-
Fire Alarm Inspection Records	1992-
Fire Extinguisher Inspection Records	1981-
Fire Hydrant Testing Records	2007-
Fire Protection Billing Records	1991-
Fire Protection Contract Address Lists	1989-
Fire Station Construction Project Records	1973-
Firefighter Application and Testing Records	1980-
Firefighter Individual Training Records	2002-
Firefighter Medical Evaluations	1996-
Firefighter Resignations	1983-
Firefighter Service Record Lists	1983-
Gasoline Reports (Monthly fuel usage)	1997-
Hose Testing Records	1961-

Fire Department (continued)

Record Types	Approximate Dates
Incident Reports and Investigation Records	1961-
Insurance Rating Inspection Records	1961-1963
Job Descriptions	2000-
Liability Waivers	1992-
Maps and Commercial Building Plans	1973-
Material Safety Data Sheets	1997-
Mutual Aid Box Alarm System Cards	1989-
National Fire Incident Reporting System Reports	1991-1998
National Fire Protection Association Surveys	1987-
OSHA Safety Violation Notices	1992-
Paid Bills and Invoices	1954-
Personnel Immunization Records	1999-
Personnel Rosters	1990-
Radio Station Logs	1964-1966
Reimbursement Claims to State Fire Marshal	1985-
Requests for Fire Reports (Insurance Companies)	1990-
Retirement Home Records	
Specialized Training Reports	1985-
Standby Duty Signup Sheets	1999-
Tier II Hazardous Materials Storage Location Records	2007-
Training Schedules	2000-
Underground/Aboveground Tank Records	1980-
Vehicle and Equipment Records	1982-

Human Resources Department

For more information, contact Human Resources Manager [Katherine Johnston](#) (892-6858) or FOIA Officer [Mike Graham](#) (893-9250).

Record Types	Approximate Dates
Affirmative Action Data Record Sheets	2007-
Employee Medical Records	1975-
Group Insurance Enrollment Records	1995-2000
Employee Vaccination Sign-in Sheets	2008-
Official Personnel Records	2008-
Position Descriptions	1998-

Information Technology Department

For more information, contact IT Manager [Christopher Huston](#) (892-6803) or FOIA Officer [Mike Graham](#) (893-9250).

Record Types	Approximate Dates
Computer Use Authorization Records	1997-
Software Licenses	1996-

Mayor and Administrative Offices

For more information, contact Executive Assistant [Janet Gray](#) (892-6802) or FOIA Officer [Mike Graham](#) (893-9250).

Record Types	Approximate Dates
Aviation Property Leases	1993-
Contract Files and Correspondence	1985-
Liquor License Files	1985-
Miscellaneous License Applications	1984-

Police Department

For more information, contact Police Chief [Anthony Brown](#) (893-5602) or Deputy FOIA Officers [Sara Simpkins](#) (893-5622) or [Lt. Jeffrey Wooten](#) (893-5604).

Record Types	Approximate Dates
Applications for Authority to Dispose of Local Records	1976-
Abandoned Vehicle Logs	2000-
Administrative Correspondence Files	2004-
Adult Arrest Cards	1970-
Adult Arrest Jackets (including: individual information, fingerprints, photo, booking information, arrest card, arrest reports and court dispositions)	1956-
Adult Case Files	1974-
Adult Prisoner Jail Reports to Dept. of Corrections	1992-
Alarm Notifications Records	2000-2003
Bicycle Registration Records	2004-
Bond Money Transmittals to Circuit Clerk	2003-
Case Files and Shift Summary Microfilm Records	1954-1997
Cash Receipts	2002-
Citizen Ride-Along Release Records	2001-
Confidential Source Files (Police Informants)	1998-
Criminal History Background Checks	2000-
Employment Applications	1999-

Police Department (continued)

Record Types	Approximate Dates
Evidence Photography	1959-
Expungement Orders	1989-
Freedom of Information Act Requests & Denials	2002-
Illinois Uniform Crime Report Management Info. Reports	2003-
Juvenile Arrest Jackets	1981-
Juvenile Case Files	1981-
Juvenile Contact Cards	1994-
Juvenile Prisoner Jail Reports to Dept. of Corrections	2000-
Mug Shot Negatives	2000-
Paid Parking Tickets	2003-
Parking Ticket Logs	2000-
Pawn Shop Receipts	1981-
Personnel Records	1954-
Prison Jail Record Cards	1970-
Radio Transmission Logs	1993-
Radio Transmission Tapes	2004-
Sex Offender Registrations (including: picture, registration form, address verification, criminal history, correspondence)	1996-
Shift Summaries (Incident Logs)	1998-
Solicitor Applications	2001-
State's Attorney 911 Tape Requests	1998-
Stolen Bicycle Reports	1989-
Taxi Cab License Records	2001-
Traffic Accident Reports	1998-
Traffic Citation Records	1998-
Traffic Warrant Bond Ledger	1977-1987
Transient Assistance Records	1994-
Vacation Watch Cards	2004-
Village Complaints	2002-
Warning Tickets	2005-

Recreation Department

For more information, contact Office Manager [Alyssa Frye](#) (893-5702) or FOIA Officer [Mike Graham](#) (893-9250).

Record Types	Approximate Dates
Baseball Program Registration Cards	2009-
Cash Distribution Summaries	2003-
Daily Receipts Balance Sheets	2003-

Recreation Department (continued)

Record Types	Approximate Dates
Facility Rental Agreements	2009-
Fleet Maintenance Work Orders	2005-
Income Receipts	2003-
Invoice Payment Listings	
Program Registration Rosters	1998-
Rantoul Kids' Foundation Vouchers	2009-
Season Pass Payment Records	2008-
Scheduling Calendars	2007-
Summer Schedules	1978-
Vehicle Maintenance Reports	2000-
Vehicle Records (all Village vehicles)	1991-

Utility Billing Office

For more information, contact Customer Service Supervisor [Carla Toliver](#) (892-6857) or FOIA Officer [Mike Graham](#) (893-9250).

Record Types	Approximate Dates
Utility Connection Applications	1958-
Utility Customer Cards	1980-
Utility Disconnect Records	2008-
Utility Payment Receipt Envelopes	2009-
Delinquent Utility Account Collection Records	1981-
Meter Exception Listings	2008-
Meter Readings	1997-
Paid Bill Stubs	1996-
Work Orders	1985-

Public Works Department

For more information, contact Director [Greg Hazel](#) (892-6512), Administrative Assistant [Jolene Pacunas](#) (892-6510), or FOIA Officer [Mike Graham](#) (893-9250).

Record Types	Approximate Dates
<i>Administration</i>	
Application for Authority to Dispose of Local Records	2007-
Answering Service Call Transmittal Records	1995-
FCC Licenses	1994-

Public Works Department (continued)

Record Types	Approximate Dates
Grant Records	2000-
HVAC Billing Report Printouts	1995-
Public Works Monthly Department Reports to Board	1998-
Storm Water Pollution Prevention Plan	2003-

Common Files – All Public Works Divisions

Accounts Payable/Receivable Invoices	1983-
Administrative Correspondence Files	1987-
Bids, Specifications, and Proposals	1991-
Boiler Inspection Records	1993-
Budget Records	1999-
Chain of Custody Records	1995-
Construction Project Records	1985-
Contracts and Agreements	1986-
Employee Leave Requests	1978-
Employee Time Records	1996-
J.U.L.I.E. Notices	1996-
Maps, Plans, Engineering Drawings, and Blueprints	1937-
Material Safety Data Sheets	1987-
Operations Manuals	1987-
Personnel Records (training, evaluations, certifications)	1991-
Policy and Procedures Manuals	1995-
Purchase Orders and Requisitions	1999-
Safety Inspection Records	1995-
Vehicle and Equipment Records	1996-
Work Orders	1993-

Chanute Air Force Base Caretaker (Base Closure)

Administrative Correspondence	1993-2001
Caretaker Budget Records	1993-2001
Caretaker Cash and Investment Record Printouts	1993-1994
Fuel Card Ledgers	1993-2001
Fuel Usage Reports	1993-2001
Vehicle Accident Reports	1994-1996

Public Works Department (continued)

Record Types	Approximate Dates
<i>Chanute Air Force Base Redevelopment</i>	
Building Demolition Lists	2004-
Contracts and Agreements	1986-
Environmental Audits	2006-
Hazardous Material Removal Records	2004-
Site Inspection Records	2006-
<i>Electric Division</i>	
Bargaining Contract/Negotiation Records – IBEW	1997-
Biweekly Bill Listings	1981-
Bridge Inspection Reports (IDOT)	2000-
Cash Receipts	1994-
Closed Job Records (Labor and Materials Lists)	1988-
Commercial Utility Rate Change Applications	2004-
Contractor’s Certificates of Insurance	2000-
Customer Incident/Complaint Records	1999-
Daily Shift Schedules	2006-
Daily Work Schedule Logs	1994-
Electric Plant Monitoring Charts	1968-
Electric Service Connection Logs	1995-
Electricity Sales Charts	1997-
Employee Policy Receipt Certificates	1995-
Engineering Surveys	1995-
E.P.A. Air Pollution Control Annual Emissions Reports	1996-
Equipment Inspections, Inventory, and Testing Records	1999-
Equipment Maintenance Logs	1988-
Grant Records	2004-
Hazardous Waste Disposal Records	1994-
Job Number Logs (Project Code)	1976-
Joint Trenching Accounts Receivable Records	1993-
IBEW Apprenticeship Program Agreements	1997-
Illinois Commerce Commission Orders	1999-
Legal Correspondence	1991-
Meter Reading Reports for Village Properties	1996-
Meter Testing Records	1997-
Noise Level Readings –IMLRMA	2000-
Scrap Metal Disposal Records	1979-
Substation and Electric Transformer Testing Records	1986-

Public Works Department (continued)

Record Types	Approximate Dates
Substation Monitoring Record Printouts	1996-
Telephone Call Logs	1981-
Timed Detail Reports	2002-
Utility Bills for Village Properties	1995-
Utility Rate Studies	1999-

Gas Division

Abandoned/Removed Valve Reports	1995-
Atmospheric Corrosion Surveys	1995-
Combustible Gas Detection Equipment Calibration Records	1996-
Combustible Gas Detection Records	1996-
Customer Service Orders	1996-
Gas Leak and Repair Reports	1995-
Gas Leak Survey Reports	1995-
Gas Line Evacuation and Inspection Reports	1995-
Gas Line Pressure Test Records	1995-
Gas Main Rectifier Reading Records	1995-
Ill. Commerce Commission Gas Distribution System Reports	1995-
Instrument Inspection/Calibration Reports	1995-
Inventory Records	2005-
Meter Test Records	1995-
Pipe Line Fusion Records	1995-
Rebuilt Meter Proving Records	1995-
Regulator Station Inspection Reports	1995-
System Patrol Reports	1995-

Landfill Division

Administrative Warning Notices	1992-
E.P.A. Groundwater Analysis Records	1994-
E.P.A. Landfill Annual Reports	1995-
E.P.A. Landfill Inspection Records	1978-
E.P.A. Violation Records	1981-
Landfill Closure Plans	1990-

Public Works Department (continued)

Record Types	Approximate Dates
<i>Streets Division</i>	
Aboveground/Underground Tank Records	1998-
Brush Collection Records	2005-
Construction Project Dewatering Records	2002-
Highway Utility Permits (IDOT)	1991-
Motor Fuel Tax (MFT) Records	2001-
Traffic Count Reports	2000-
<i>Wastewater Division</i>	
Acute Toxicity Test Reports	2003-
Anaerobic Digester Inspection Reports	2003-
Backflow Valve Installation Tracking Logs	2006-
Chanute Air Force Base Street Address Conversion Log	1993
Commercial Building Annual Backflow Valve Test Records	1996-
Consumer Confidence Reports	2000-
Daily Monitoring Reports	1982-
Delinquent Accounts Receivable Records	1995-
Employee Time Accrual Registers	2005-
EPA and IDPH Permits	1992-
EPA Boundary Change Records	2003-
EPA Complaint Records	1999-
EPA Effluent Sampling Records	1975-
Feasibility Studies	2003-
Fecal Coliform Test Logs	1989-
Filter Run Time Sheets	1987-
Flow Logs (Influent, Effluent, Sludge, etc.)	2000-
Industrial Pre-Treatment Permits	1998-
Industrial Sewage Pump Hours Billing Records	2001-
Laboratory Analysis Reports	1992-
Lead and Copper Sampling Reports	1992-
Lift Station Logs	1997-
Monitoring Well Water Sampling and Testing Records	1977-1992
NPDES Discharge Monitoring Reports	1983-
NPDES Intergovernmental Cost Sharing Records	2003-
NPDES Permittee Fiscal Reports	2004-
Operational Charts	1990-
Plant Maintenance Records	1987-
Plant Operations Reports	1983-
Protective Equipment Requirement Lists	1999-
Pump Motor Vibration Analysis Records	1988-

Public Works Department (continued)

Record Types	Approximate Dates
Run-Hour Logs (pump station, storm, nitrification)	1987-
Safety and Health Survey Self-Check Records	1988-1995
Safety Committee Meeting Minutes	1988-
Sewage Treatment Plant Demolition Records	1999-
Sewer Inspection Video Recordings	2002-
Sludge Dewatering Logs	1988-
Sludge Flow Monitoring Reports	1989-
Sludge Land Application Rate Records	2000-
Sludge Maintenance Reports	1987-
Sludge Pumpage Logs	1988-
Storm Drainage Committee Minutes	2000-
Storm Drainage Fee Schedules	2001-
Storm Water Pollution Prevention Plan	2003-
Systems Maintenance Records	1987-
Systems Maintenance Stock Requisitions	2002-
Visitor Logs	1954-
Wastewater Analysis Report Correspondence	1990-
Waste Hauling Manifests (Non-hazardous)	1991-
Water Pressure Flow Charts/Recording Graph Charts	1987-
Water Quality Management Plans	1992-
Water Tap Records	2003-
Water Treatment and Analysis Control Reports	2001-
Water Use Surveys	1990-

Water Division

Asbestos Monitoring Program Records	1999-
Consumer Confidence Reports	2000-
Employee Respirator Medical Clearance Certification Records	2004-
EPA Inspection Reports	1998-
EPA Laboratory Analysis Reports	1986-
EPA Operating Permits	1992-
EPA Public Water Supply	1986-
EPA Radiochemistry Analysis Reports	1989-
EPA Sampling Reports	1994-
EPA Sludge Management Reports	1992-
EPA Source Water Assessment Records	1992-
EPA Special Exemption Permits	1995-
Fluoride Reports	1994-
Groundwater Pesticide Analysis Records	1991-
Lead and Copper Sampling Records	1999-
Safety Surveys	1988-

Public Works Department (continued)

Record Types	Approximate Dates
Water Treatment and Control Analysis Reports	2002-
Well Abandonment Records	1992-
Well Pumpage Reports	1999-
Well Pumping Levels Reports	1987-
Well Water Analysis Records	1994-

Common Files

This list contains general records that are stored in several departments. For more information about these types of files from specific departments or offices, contact the department representative(s) previously listed. For general information about these records, contact FOIA Officer [Mike Graham](#) (893-9250).

Record Types	Approximate Dates
Administrative Files (including: ordinance duplicates, minutes duplicates, reference documents, working files, and miscellaneous correspondence)	1946-
Appointment & Scheduling Calendars	1999-
Bids, Specifications and Proposals	1946-
Budget Records	1973-
Certificates of Publication	1970-
Contracts, Agreements and Leases for Goods & Services	1972-
Employee Time Records	1953-
Employment Applications	1980-
Grant Records	1963-
Notices of Hearings, Lettings, Newspaper Publications	1970-
Performance and Surety Bond Records	1981-
Policy Acknowledgement Receipts	1986-
Purchase Orders and Requisitions	1986-
Reports to Village Board	1960-
Telephone Message Receipts	2004-

**VILLAGE OF RANTOUL
RECORDS AVAILABLE IMMEDIATELY UPON REQUEST**

In accordance with the Freedom of Information Act, the Village of Rantoul will provide the following documents/records immediately upon request without the initiation of a formal written FOIA request. For more information, please contact FOIA Officer [Mike Graham](#) at (217) 893-9250.

- (1) Approved Meeting Minutes – Village Board
- (2) Approved Meeting Minutes – Various Committees
- (3) Meeting Agendas – Village Board
- (4) Village Board Informational Packets
- (5) Village of Rantoul Ordinances
- (6) Village Board Resolutions
- (7) Audio Tape Recordings – Village Board**
- (8) Audio Tape Recordings – Plan Commission**
- (9) Audio Tape Recordings – Zoning Board of Appeals**
- (10) Video Tape Recordings – Village Board**
- (11) Village Board Meeting Action Reports
- (12) Freedom of Information Public Service Directory
- (13) Freedom of Information Files – Requests & Denials
- (14) Freedom of Information Annual Reports
- (15) Chapters/Sections of Village Code
- (16) Village Budget Documents
- (17) Village of Rantoul Strategic Plan
- (18) Village Emergency Preparedness Plan
- (19) Village of Rantoul Comprehensive Plan
- (20) Comprehensive Annual Financial Reports (CAFRs)
- (21) Filed Candidate Nominating Petitions
- (22) Election Ballot Certifications
- (23) Oaths of Office – Elected & Appointed Officials
- (24) Issued Business License Certificates
- (25) Local Records Disposal Certificates
- (26) Applications for Authority to Dispose of Local Records

** **NOTE:** These records will be made available immediately for inspection only. Standard FOIA procedures and timelines will apply to requests for copies of these records.

ORDINANCE NO. 2575

**AN ORDINANCE
AMENDING SECTION 14-66 OF THE RANTOUL CODE**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 12th day of June, 2018, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. 2575

**AN ORDINANCE
AMENDING SECTION 14-66 OF THE RANTOUL CODE**

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

Section 1. Adoption. Section 14-66, entitled “Purchase or contract work of authorized amounts”, of Article III, entitled “PURCHASING”, of Chapter 14, entitled “Finance”, of the Rantoul Code, as supplemented and amended, be and the same is hereby further amended as set forth in the title, headings and text thereof as attached hereto and hereby incorporated herein by this reference thereto.

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

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

Section 4. Publication. The Village Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form.

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

PASSED this 12th day of June, 2018.

Village Clerk

APPROVED this 12th day of June, 2018.

Village President

Sec. 14-66. - Purchase or contract work of authorized amounts.

The purchasing director is hereby authorized to make any purchase or to undertake any contract work or to authorize any purchase to be made or any contract work to be undertaken whose total actual or estimated cost does not exceed the amounts set forth below, provided that funds for any such purchase or contract work are provided for in the annual budget and provided, further, that any such purchase or contract work made or undertaken in accordance with the provisions of this article:

- (a) \$15,000.00 for purchases paid for with tax or other governmental revenues or the proceeds of any debt instrument payable from such tax or other governmental revenues;
- (b) \$30,000.00 for purchases paid for with enterprise revenues or the proceeds of any debt instrument payable from such enterprise revenues; and
- (c) \$40,000.00 for purchases of aircraft fuel.

RESOLUTION NO. 6-18-1257

**A RESOLUTION
AUTHORIZING EXECUTION OF AN
AGREEMENT WITH IPBC ON TERMINATION MATTERS**

WHEREAS, this governmental entity has been a Member of the Intergovernmental Personnel Benefit Cooperative (IPBC) or a member of a sub-pool of the IPBC; and

WHEREAS, its Corporate Authorities have chosen to withdraw from the IPBC and have given adequate notice to the IPBC of its intension to so withdraw; and

WHEREAS, the IPBC has during the period of our Membership provided, through its limited staff, vendors and insurance companies, the administration and payment of certain health-related claims of our employees and officers and in some cases retirees; and

WHEREAS, the Contract and By-Laws of the IPBC does not require but permits the Intergovernmental Cooperative to enter into agreements with retiring Members to provide for the administration and payment of certain run-off claims; and

WHEREAS, the Contract and By-Laws of the IPBC make it entirely clear that upon retirement of a governmental body, the IPBC is under no obligation to pay run-off claims in the absence of an agreement between the retiring entity and the IPBC; and

WHEREAS, the IPBC in drafting an agreement to provide such coverage has been careful, while establishing clear rights in a retiring entity to protect the continuing membership of the IPBC so that all run-off claims and associated costs become the full responsibility of the retiring entity; and

WHEREAS, with regards to a Member of a sub-pool that retiring entity does not have a direct contractual relationship with the IPBC but any contractual rights that it possesses come about since it is a member of a sub-pool of the IPBC which is entitled to only a single vote on the IPBC Board and the sub-pool represents the interest of its members including this governmental body; and

WHEREAS, the Corporate Authorities have reviewed the Agreement submitted by the IPBC under which it agrees to provide limited run-off coverage and this entity clearly understands the

protections and limited rights of a retiring Member under that Agreement which is intended in large part to protect the rights of the continuing Members of the IPBC; and

WHEREAS, because the IPBC had no obligation to enter into a contract with regards to the administration or payment of run-off claims, the interpretations of that Agreement, which has been fully reviewed by this public body, should be interpreted as having been jointly drafted and agreed to since it is intended to clarify the Contract and By-laws of the IPBC which binds the parties; and

WHEREAS, the intent of the parties is that the run-off period of claim payments and administrative actions shall continue for a period of 365 days from June 30, 2018, and it is acknowledged that in addition to the other terms and conditions of the Agreement the obligations of all payments to be made from excess insurance carriers conclude on June 30, 2018.

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

SECTION 1. The WHEREAS clauses which begin this document form an important part of the understanding of this governmental body in the passage of this enactment and shall be considered to be a part of this enactment as if each of those WHEREAS clauses were set forth directly in this Section 1.

SECTION 2. The Chief Executive Officer of this governmental entity is authorized to execute on its behalf a document known as the “INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE AND RESIGNING MEMBER OR RESIGNING SUB-POOL MEMBER AGREEMENT ON TERMINATION MATTERS” in substantial accordance with the form that is attached to and made a part of this enactment as “Exhibit 1.”

SECTION 3. Under the Agreement attached as Exhibit 1, it is the obligation of this governmental body, at the time that a signed copy of the Agreement is submitted to the IPBC to either submit the estimated payment relating to health claim run-off and administrative costs specified in Appendix A of the Agreement or to authorize the IPBC to transfer funds from any surplus funds

currently on hand within the IPBC on behalf of this governmental entity to a run-off payment fund, plus if estimated surplus funds are not sufficient, any needed additional funds to pay its run-off claims. Governments which show an estimated reserve amounts may use those amounts in whole or in part to fund the estimated obligations initially assumed by a Government under the Agreement.

SECTION 4. This governmental body understands that the estimated run-off payments turned over to the IPBC may need to be supplemented by additional payments. Any surplus funds advanced in excess of needed payment costs shall be returned as part of the audit process or in advance of the completion of the annual audit process, at the discretion of the IPBC.

SECTION 5. This enactment shall take effect upon its passage, approval and publication, if required, in pamphlet form but the Agreement shall not be binding upon this governmental body until it is executed by authorized representatives of the IPBC.

PASSED this 12th day of June, 2018.

AYES:

NAYS:

ABSTAIN:

Village President

ATTEST:

Village Clerk

RESOLUTION NO. 6-18-1258

**A RESOLUTION
ACKNOWLEDGING DELIVERY OF A CERTAIN QUIT CLAIM DEED
FROM THE UNITED STATES AND AUTHORIZING THE ACCEPTANCE THEREOF**

WHEREAS, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) did pass and approve a series of resolutions, to-wit: Resolution No. 4-92-416 on April 14, 1992; Resolution No. 2-93-459 on February 9, 1993 and Resolution No. 7-94-543 on July 12, 1994 (collectively, the “**Authorizing Resolutions**”), which variously authorized and approved the submittal of applications in phases to the Secretary of the Air Force (the “**Air Force**”), acting on behalf of the United States of America (the “**United States**”), for a public benefit transfer of certain real estate with improvements thereon, together with certain related personal property (collectively, the “**Applications**”) under and pursuant to Section 13(g) of the Surplus Property Act of 1944 (the “**SP Act**”), as amended (50 App. U.S.C. 1622(g)), in order to enable the Village to establish a civil airport facility on a portion of the area located within the Village formerly constituting Chanute Air Force Base, Illinois (“**Chanute AFB**”); and

WHEREAS, the Administrator of the Federal Aviation Administration (“**FAA**”) determined in accordance with Section 13(g)(1) of the SP Act that the real estate and related property identified in the Applications was essential, suitable or desirable for a public airport and approved the Applications; and

WHEREAS, the Air Force has determined that the real estate and related property identified in the Applications was excess and surplus and, pursuant to its authority under the Defense Base Closure and Realignment Act of 1988, as amended (10 U.S.C. Section 2687 note) to dispose of such real property and related personal property comprising Chanute AFB, has accepted the Applications (the “**Acceptances**”); and

WHEREAS, upon its compliance with the requirements of Section 120 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”), as amended (42 U.S.C. Section 9620), the Air Force is to make final disposition of the real estate and related personal property identified in the Applications and the Acceptances, subject to certain reservations, restrictions, conditions and exceptions specified in the Applications and the Acceptances, by quit claim deed to the Village for the purpose of developing such a civil airport facility; and

WHEREAS, pending such final disposition by the Air Force of the real estate and related property identified in the Applications and the Acceptances by quit claim deed, the Village entered into immediate possession of such real estate and related personal property in order to use, operate and maintain such real estate and related personal property, subject to and in accordance with all of the terms and conditions set forth in the Applications and the Acceptances and a certain “**DEPARTMENT OF THE AIR FORCE LEASE OF PROPERTY ON CHANUTE AIR FORCE BASE, ILLINOIS**”, dated as of September 30, 1993, as subsequently amended; and

WHEREAS, there has been presented to and there is now before the meeting of the Corporate Authorities at which this Resolution is adopted the form of a Quit Claim Deed (the “**Quit Claim Deed**”) from the United States, acting by and through the Secretary of the Air Force, under and by which the United States does thereby remise, release and quit claim to the Village all of its right, title, interest, claim and demand in and to certain parcels (or subparcels) of real estate on the former Chanute AFB,

which are legally described in Exhibit A and shown on survey maps at Exhibit B to such Quit Claim Deed, and which are otherwise identified as parcels (or subparcels) A1b-3 (2.922 acres); A1c (4.485 acres); A2c-8 (8.123 acres) and A-3b (7.098 acres), for a total of 22.63 acres, more or less (collectively, the “**Property**”);

WHEREAS, the United States has, pursuant to Section 120 of CERCLA, covenanted and warranted in the Quit Claim Deed that: (1) all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of the Quit Claim Deed, including remedial action sufficient for its current use as an airport; and (2) any additional remediation found to be necessary after the respective date of Quit Claim Deed for contamination on the Property existing prior to the respective dates of the Quit Claim Deed will be conducted by the Air Force in a timely manner, subject to the appropriation of funds; and

WHEREAS, the Corporate Authorities of the Village now desire to acknowledge delivery by the United States to the Village of the Quit Claim Deed in connection with the Property and to authorize the acceptance thereof, subject to such agreements, covenants, conditions, restrictions and reservations contained in Quit Claim Deed.

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

Section 1. That the delivery by the United States to the Village of the Quit Claim Deed is hereby acknowledged and that the acceptance of the Property by the Village from the United States for the purposes as set forth in the preambles and recitals of this Resolution, subject to such agreements, covenants, conditions, restrictions and reservations as respectively set forth in such Quit Claim Deed, be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute the form of the Acceptance as contained in the Quit Claim Deed with such insertions, changes or revisions in the respective form of such Acceptance as may be approved by such Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such changes or revisions therein from the form of such Acceptance as authorized and approved by this Resolution.

Section 3. That all actions of the officers, employees and agents of the Village heretofore taken under and pursuant to the Authorizing Resolutions in connection with the Applications for the Property are hereby ratified, confirmed and approved.

Section 4. That from and after the effective date of this Resolution, the proper officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to prepare, execute, deliver, acknowledge and file the Quit Claim Deed and all such supplemental deeds, documents, agreements, leases, certificates, forms, receipts and other instruments as may be necessary to accomplish the purposes of this Resolution and the consummation of the transfer of the Property to the Village in accordance with the respective terms, conditions and undertakings of the Quit Claim Deed.

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

“Ayes” _____

“Nays” _____

“Absent” _____

PASSED this 12th day of June, 2018.

Village Clerk

APPROVED this 12th day of June, 2018.

Village President

After recordation please send a copy of recorded deed to:
AFCEC/CITE
2261 Hughes Avenue Suite 155
JBSA Lackland, TX 78236-9853

Space Above Reserved for Recorder's Use Only

QUITCLAIM DEED

(Parcels A1b-3, A1c, A2c-8, and A3b at the Former Chanute Air Force Base, Illinois)

I. PARTIES

THIS QUITCLAIM DEED (this “**Deed**”) is made and entered into as of _____, 2018 (the “**Effective Date**”), by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force (the “**Grantor**”), under and pursuant to the powers and authority contained in the Base Closure and Realignment Act of 1988, Pub. L. No. 100-526, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, and the VILLAGE OF RANTOUL, a municipality duly authorized and existing under the constitution and laws of the State of Illinois (the “**Grantee**”). Unless otherwise specifically stated, when used in this Deed, “Grantor” includes the assigns of the Grantor, and “Grantee” includes the successors and assigns of the Grantee.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid by the Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby release and forever quitclaim to the Grantee whose address for notice is Village of Rantoul, 333 South Tanner Street, Rantoul, Illinois, 61866, all of the right, title, interest, claim and demand that the Grantor has in and to the real property situated, lying and being in the County of Champaign, State of Illinois, consisting of 22.63 acres, more or less (Parcels A1b-3, A1c, A2c-8, and A3b), as more particularly described in **Exhibit A** to this Deed.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected or located thereon or in anywise appertaining thereto (together with the real property described on **Exhibit A**, the “**Property**”).

IV. EXCEPTIONS

AND EXCEPTING THEREFROM any and all equipment and other facilities associated with environmental remediation (collectively “**Remedial Systems**”), if any, owned by Grantor or its agents, whether above, on, or below the ground surface of the Property. The Remedial Systems include groundwater monitoring wells, piezometers, extraction/reinjection wells, treatment equipment/systems, the treated groundwater discharge/outfall structure; soil vapor monitoring wells; piping associated with wells, electric (power) lines and conduit associated with equipment, fiber optic/other communication lines and conduit associated with equipment; the cap, vent wells, fencing, settlement monuments, and the drainage channel/piping/systems associated with the landfill.

V. RESERVATIONS

All reservations stated in Section VII below.

VI. CONDITION

A. The Grantee shall accept the conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, privileges, benefits, agreements, and encumbrances, whether or not of record.

B. Except to the extent provided in this Deed, required by applicable federal law or state law for which the Grantor has waived its sovereign immunity in writing, the Grantee shall (i) accept the Property “as is, where is” without any representation, promise, agreement, or warranty, whether express or implied, on the part of the Grantor, or regarding the making of any alterations, improvements, repairs, or additions and (ii) be liable for any latent or patent defects in the Property.

VII. NOTICE, DESCRIPTION, ASSURANCES, ACCESS RIGHTS AND COVENANTS FOR SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (“CERCLA”) (42 U.S.C. § 9620(h)(3))

Consistent with Section 120(h)(3)(A) of CERCLA (42 U.S.C. § 9620(h)(3)(A)), the Grantor provides the notices and covenants, and retains the access rights stated below:

A. Notice pursuant to Section 120(h)(3)(A)(i)(I) and (II) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of CERCLA (42 U.S.C. 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, on the Property (as defined in Section 120(h)), is provided in **Exhibit B**.

B. Description of Remedial Action Taken, if any, pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

A description of the remedial action taken, if any, on the Property is provided in **Exhibit B**.

C. Covenants pursuant to Section 120(h)(3)(A)(ii) and (B) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):

The Grantor warrants that:

1. All remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to Section 120(h)(3)(A)(i)(I) of CERCLA remaining on the Property has been taken before the date of this Deed; and

2. Subject to Section 120(h)(3)(B), any additional remedial action found to be necessary after the date of this Deed shall be conducted by the Grantor.

D. Access Rights pursuant to Section 120(h)(3)(A)(iii) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(iii)):

1. The Grantor retains and reserves for any of its agencies and their respective officers, agents, employees, contractors and subcontractors, a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a response action is found to be necessary on the part of the Grantor, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test pitting, installing monitoring or pumping wells or other treatment facilities, response action, or any other action necessary for the Grantor to comply with its obligations in this Deed. Such easement and right of access shall be binding on the Grantee and shall run with the land.

2. In exercising such easement and right of access, the Grantor shall provide the Grantee with reasonable notice of its intent to enter upon the Property and exercise its rights under this Deed, which notice may be severely curtailed or even eliminated in emergency situations. The Grantor shall use reasonable means to avoid and to minimize interference with the Grantee's quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the Grantor. Excluding the reasonable charges for such utility services, no

fee, charge, or compensation will be due the Grantee for the exercise of the easement and right of access hereby retained and reserved by the Grantor.

3. The Grantee shall not have any claim at law or equity against the Grantor or any officer or employee of the Grantor based on actions taken by the Grantor or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Deed in exercising such easement and right of access: provided, however, that nothing in this Subparagraph VII.D.3 shall be considered as a waiver by the Grantee of any remedy available to it under the Federal Tort Claims Act or other applicable federal law.

E. Environmental Restrictive Covenants. The following environmental restrictive covenants are being created to protect human health and the environment against residual contaminant(s) as a component of the remedial action, if any, taken in Section VII.B:

Within the Institutional Control (IC) boundaries of Site SS076 which are depicted on **Exhibit C**:

(a). The Grantee shall not extract ground water for any purpose other than remediation or monitoring.

(b). The Grantee shall not conduct or allow others to conduct activities that would cause disturbance of any equipment or systems associated with groundwater remediation or monitoring.

(c). The Grantee shall not conduct or allow others to conduct activities that would limit access to any equipment or system associated with groundwater remediation or monitoring.

(d). The Grantee shall not conduct or allow others to conduct activities that would cause disturbance to soil without (i) the prior written approval of the Grantor and (ii) obtaining a dig permit through the State of Illinois Joint Utility Locating Information for Excavators System.

F. Release of Environmental Restrictive Covenants.

The Grantee may request from the Grantor a modification or release of one or more of the environmental restrictive covenants in whole or in part in this Section, subject to the notification and concurrence or approval of the State of Illinois and the Grantor. In the event the request of the Grantee for modification or release is approved by the Grantor and the State of Illinois, the Grantor shall modify or release the covenant (a “**Covenant Release/Modification**”). All costs associated with the Covenant Release/Modification shall be the sole responsibility of the Grantee, without any cost whatsoever to the Grantor. The Grantor shall deliver the Covenant Release/Modification to the Grantee in recordable form.

In the event the Grantor, with the concurrence or approval of the State of Illinois determines any of the environmental restrictive covenants contained in this Section should be modified or is no longer necessary, then the Grantor may record a document modifying or removing such covenant.

VIII. RELATED COVENANTS

A. Limitation on Warranty. The warranty set forth in Paragraph VII.C above is limited to response actions found to be necessary to protect human health and the environment from “hazardous substances” (as such term is defined in CERCLA) used by the Grantor and existing on the Property on the date of this Deed. The obligation of the Grantor under such warranty does not extend to response actions required as a result of an act or omission of the Grantee, which act or omission (1) introduces new or additional contamination, (2) constitutes a breach of any environmental restrictive covenant set forth in this Deed, or (3) increases the cost of the required response action by its failure to provide timely notice of encountering contamination or by its improper management of any contamination or contaminated soil or water existing on the Property on the date of this Deed.

B. Notice of Contaminants. If the Grantee encounters what it believes to be a hazardous substance or hazardous waste during development activities on the Property, the Grantee shall immediately cease such activities in the affected area and implement controls for the exposed hazardous substance or hazardous waste to minimize the potential airborne release or migration of or exposure to such substance and promptly notify the Grantor. The Grantor shall promptly inspect the discovered substance and determine if a response or other mitigation is warranted by Grantor under CERCLA or other applicable federal laws. If such substance warrants a response or mitigation that is the responsibility of the Grantor under this Deed, then the Grantor shall take such actions. The Grantee shall not resume development activities in the affected area until it receives written notice that it may do so from the Grantor.

C. Access to Property. Grantor may exercise the right of access reserved to the Grantor in Paragraph VII.D to perform remedial action or corrective action on the Property or on adjoining or nearby lands under applicable federal laws other than CERCLA (collectively, the “**Access Right**”).

The Access Right also may be exercised by agencies of the State of Illinois and their respective officers, agents, employees, contractors and subcontractors.

IX. OTHER COVENANTS AND NOTICES

A. Asbestos Containing Materials (“ACM”). The Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground that may contain ACM. The Grantee shall comply with all federal, state, and local laws relating to ACM. The Grantee shall use due care during Property development activities that may uncover pipelines or other buried ACM. The Grantee shall notify the Grantor promptly of any potentially friable ACM that constitutes a release (or potential release) under CERCLA. The Grantor’s responsibility under this Deed for friable ACM is limited to friable ACM in demolition debris associated with past Grantor activities and is limited to the actions, if any, to be taken in accordance with the covenant contained in this Paragraph IX.A. The Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. Except as otherwise provided by federal law, the Grantor assumes no liability for property damage or personal injury,

illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity which occurs, after the Effective Date of this Deed and causes or leads to contact of any kind whatsoever with ACM on the Property.

B. Lead-Based Paint and Lead-Based Paint-Containing Materials and Debris (collectively “LBP”).

1. LBP was commonly used prior to 1978 and may be located on the Property. The Grantee shall exercise caution during any use of the Property that may result in exposure to LBP.

2. The Grantee shall be solely responsible for managing LBP, including LBP in soils, in accordance with all applicable federal, state, and local laws and regulations. The Grantor shall have no liability for property damage or personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, contact, disposition, or other activity involving LBP on the Property which occurs after the Effective Date of this Deed. The Grantee shall notify the Grantor promptly of any discovery of LBP in soils that appears to be the result of past Grantor activities and that is found at concentrations that may require remediation. The Grantor hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action for which it is responsible under federal law that it determines is necessary.

C. Pesticides. Registered pesticides have been applied to the Property and may continue to be present thereon. Where a pesticide was applied by the Grantor or at the Grantor’s direction, to the best of the Grantor’s knowledge, the pesticide was applied in accordance with its intended purpose and consistent with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA – 7 U.S.C. §136, et. seq.) and other applicable laws (a “**Properly Applied Pesticide**”). If the acts or omissions of the Grantee cause a release of a Properly Applied Pesticide, the Grantee assumes all resulting responsibility and liability therefor as may be required under applicable law.

D. Perfluorooctanesulfonate (PFOS) and Perfluorooctanoate (PFOA). PFOS and PFOA have been detected in the Wisconsinian groundwater system underlying Parcel A3b which is more particularly described by metes and bounds in **Exhibit A**, at levels above the 2016 lifetime health advisory of the United States Environmental Protection Agency. Subsequent to recordation of this Deed in Champaign County, Illinois (“County”), an Environmental Covenant executed by Grantee, as Grantor, and the Illinois Environmental Protection Agency and United States Air Force, as Agencies, also will be recorded in the County whereby ~~the State of Illinois will prohibit~~ consumption of Wisconsinian groundwater underlying Parcel A3b will be prohibited.

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E. Non-Discrimination. The Grantee shall not to discriminate on the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes.

F. Historic Preservation Covenant. Facility 2 (Gymnasium) and Facility 29 () are located on Parcel , and Facility 7 (Hanger 2) is located on [Parcel A3b] within the Chanute AFB Historic District depicted on Exhibit (the “Historic Property”). The Grantee shall preserve and maintain the Historic Property in a manner that preserves the overall character of the Chanute AFB Historic District, including but not limited to, its structures (to include exterior facades and fenestration, scale, color, use of materials, and mass) , and any views from, to, and across the Historic Property, which are attributes that contribute to defining the character of the Chanute AFB Historic District of which the Historic Property is a part, in accordance with the recommended approaches in the Secretary of the Interior’s Standards for Rehabilitation and the Guidelines for Rehabilitating Historic Buildings (National Park Service 1990) in order to preserve and enhance those qualities that make the History Property eligible for inclusion in the National Register of Historic Places. This covenant shall be a binding servitude upon the Historic Property and shall run with the land.

- (1) No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken on the Historic Property that would materially affect the integrity or the appearance of the attributes described above without the prior written permission of the Illinois State Historic Preservation Officer (“Illinois SHPO”), and signed by a fully authorized representative thereof. Should the Illinois SHPO object to the proposed treatment of buildings and/or sites within thirty (30) days of receipt of the request and cannot resolve the differences, the Grantee shall request the comments of the Advisory Council on Historic Preservation (“Council”) to resolve the dispute. The Council will provide comments within thirty (30) days of receipt of the request from the Grantee. The Grantee shall consider the Council’s comments in reaching its decision on the treatment. The Grantee will report its decision to the Council, and if practicable, it will do so prior to initiating the treatment.
- (2) Upon acquisition of any standing historic Structures, Grantee shall take prompt action to secure all of them from the elements, vandalism, and arson, and undertake any emergency stabilization that may be required. Grantee shall make every effort to retain or reuse, to the extent practicable, the historic structures.
- (3) Should any historic properties (structures, artifacts, etc.) be discovered during implementation of an undertaking, the Grantee shall stop work promptly and obtain the comments of the Illinois SHPO regarding appropriate treatment of the findings and the site. The final mitigation plan shall be approved by the Illinois SHPO.
- (4) The Grantee shall allow the Illinois SHPO, or his or her designee, at all reasonable times and upon reasonable advance notice to Grantee, to inspect the Historic Property in order to ascertain whether Grantee is with the conditions of this preservation covenant
- (5) The Grantee shall provide the Illinois SHPO and the Council with a written summary of actions taken to implement the provisions of this preservation covenant within one (1) year after the Effective Date of the transfer of the Historic Property. Similar reports shall be submitted to the Illinois SHPO and the Council each January thereafter until the Grantor has disposed of the entire Chanute AFB Historic District.
- (6) Failure of the Illinois SHPO to exercise any right or remedy granted under this preservation covenant shall not have the effect of waiving or limiting the exercise by

the Illinois SHPO of any other right or remedy or the invocation of such right or remedy at any other time.

(7) With the prior written approval of the Illinois SHPO, the Grantee may modify, remove, or release any or all of the foregoing restrictions for reasons including, but not limited to, economic factors, lack of structural integrity, or imminent threat to human health or safety. Prior to such action, Grantee will notify the Council of the proposed modification, removal, or release, and allow the Council thirty (30) days to comment.

This preservation covenant is binding on Grantee in perpetuity. The restrictions, stipulations and covenants contained herein shall be inserted by Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any lesser estate in the Historic Property, or any part thereof.

X. AIRPORT COVENANTS AND OBLIGATIONS

A. Airport Obligations. The conveyance of the Property is subject to the terms, restrictions, reservations, covenants, and conditions set forth in Subparagraphs 1 through 18 of this Paragraph X.A., which shall run with the land and be enforceable by Grantor, acting through the Administrator of the Federal Aviation Administration (“**FAA**”), or his or her successor in function (the “**Administrator**”) against the Grantee:

1. Use by the Grantee.

(a) Use as Public Airport. The Property shall be made available as an airport for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the Property within the meaning of the term “exclusive right” as used in Subparagraph 3.

(b) Maintenance in Safe and Serviceable Condition. Except as provided in subsection 1(d) below, the entire “landing area”, as defined in 49 U.S.C. § 40102(a)(28), as amended, and the Federal Aviation Regulations pertaining thereto, and all structures, improvements, facilities and equipment in which any interest is transferred shall be maintained for the use and benefit of the public at all times in safe and serviceable condition so as to assure its efficient operation and use; provided, however, that such maintenance shall be required as to structures, improvements, facilities, and equipment only during the useful life thereof as determined by the Administrator. In the event materials are required to rehabilitate or repair any of the Property, they may be procured by demolition of other portions of the Property which have outlived their use as airport property in the opinion of the Administrator. Notwithstanding any other provision of this instrument: (i) with the prior written approval of the FAA, the Grantee may close or otherwise limit use or access to any portion of the Property that it deems appropriate if such closure or use limitation is related to airport property operating considerations or is based upon insufficient demand for such portion of the Property; and (ii) with respect to any such portion of the Property, the Grantee shall be under no obligation to maintain the same other than as may be required to maintain adequate public safety conditions.

(c) Aerial Approaches and Compatible Land Use. Insofar as it is within its power and to the extent reasonable, the Grantee shall adequately clear and protect the aerial approaches to the Property. The Grantee shall either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Property which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations, as applicable, according to the currently approved airport layout plan. In addition, the Grantee shall not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the airport property, in any portion of a runway approach area in which the Grantee has acquired, or may hereafter acquire a property interest permitting it to so control the use made of the surface of the land.

(d) Disposal without Consent. No property included in the Property shall be used, leased, sold, salvaged, or disposed of by the Grantee for other than airport purposes without the written consent of the Administrator. This consent shall be granted only if the Administrator determines that the property can be used, lease, sold, salvaged, or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation, or maintenance of the Property. The term "property" as used herein, is deemed to include revenues or proceeds (including any insurance proceeds) derived from the Property.

2. Public Use for All Types, Classes and Kinds of Aeronautical Use.

(a) The airport on the Property shall be available for public use on fair and reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical use.

(b) Any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport shall include provisions requiring the contractor to, (i) furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and (ii) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(c) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

(d) Each air carrier using the airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at the airport.

(e) Each air carrier using the airport (whether as a tenant, non-tenant, or subtenant of another air carrier, tenant signatory or non-signatory) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all air carriers which make similar use of the airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as a tenant or signatory shall not be unreasonably withheld, provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

(f) The Grantee shall not prohibit or prevent, directly or indirectly, any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

(g) In the event the Grantee exercises any of the rights and privileges referred to in subsection (iii) above, the services involved shall be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Grantee under the provisions of subsection (iii) of this Subparagraph 2 of Paragraph X.A.

(h) The Grantee may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(i) The Grantee may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

3. Exclusive Rights. The Grantee shall not grant an exclusive right for the use of the airport to any person providing, or intending to provide, aeronautical services to the public. For purposes of this subparagraph, the provision of services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

(a) It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services; and

(b) If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between a single fixed-based operator and an airport.

The Grantee also shall not, either directly or indirectly, grant an exclusive right to any person, firm, or corporation to conduct any aeronautical activities at the airport, including but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity. Any exclusive right to conduct an aeronautical

activity now existing at the airport must be terminated before the grant of any assistance under 49 U.S.C. § 47107.

4. Operation and Maintenance.

(a) The Grantee shall operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Administrator. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the Grantor, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal, state, and local agencies for maintenance and operation. The Grantee shall not cause or permit any activity or action on the Property which would interfere with its use for airport purposes.

(b) In furtherance of this assurance, the Grantee shall have in effect at all times arrangements for: (i) operating the airport's aeronautical facilities whenever required; (ii) promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and (iii) promptly notifying the Administrator of any condition affecting aeronautical use of the airport.

(c) Nothing contained in this Deed shall be construed to require (i) operation of an airport for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operations and maintenance; or (ii) the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Grantee.

5. Reports and Inspections. The Grantee shall submit to the Administrator such annual or special financial and operations reports as the Administrator may reasonably require. A report of the airport budget will be available to the public at reasonable times and places.

6. Airport Layout Plan.

(a) The Grantee shall keep up to date at all times an airport layout plan of the airport showing (i) boundaries of the airport and all proposed additions thereto, together with the boundaries of all off-site areas owned or controlled by the Grantee for airport purposes and proposed additions thereto; (ii) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (iii) the location of all existing and proposed non-aviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Administrator which approval shall be evidenced by the signature of a duly authorized representative of the Administrator on the face of the airport layout plan. The Grantee shall not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Administrator and which might, in the opinion of the Administrator, adversely affect the safety, utility or efficiency of the airport.

(b) If a change or alteration in the airport or its facilities is made which the Administrator determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Administrator, the Grantee shall, if requested, by the Administrator (i) eliminate such adverse effect in a manner approved by the Administrator; or (ii) bear all costs of relocating such property to a site acceptable to the Administrator and all costs of restoring or replacing such property to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

7. Preserving Rights and Powers.

(a) The Grantee shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Deed without the written approval of the Administrator. Grantee shall act promptly in a manner acceptable to the Administrator to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance.

(b) Grantee shall not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the Property without the written approval of the Administrator.

(c) The Grantee shall take steps satisfactory to the Administrator to ensure that the airport will continue to function as a public-use airport in accordance with assurances included in this Deed.

(d) If an arrangement is made for management and operation of the airport by any agency or person other than the Grantee, the Grantee shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with 49 U.S.C. § 47107, all applicable regulations and the terms, conditions and assurances in this Deed.

8. Airport Revenues. All revenues generated by the airport from the Property and any local taxes on aviation fuel established after December 30, 1987, shall be expended by Grantee for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport.

9. If at any time it is determined by the Administrator that there is any outstanding right or claim of right in or to the Property, the existence of which creates an undue risk of interference with the operation of the airport or the performance or compliance with covenants and conditions set forth in this Deed, the Grantee shall, to the extent practicable, acquire, extinguish, or modify such right or claim of right in a manner acceptable to the Administrator.

10. As part of the consideration for the transfer, the Grantee covenants and agrees that:

(a) The Grantee shall comply with all requirements imposed by or pursuant to the regulations of the United States Department of Transportation (“DOT”) (49 CFR Part 21) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended;

(b) The covenant in Subparagraph 10(a) shall be subject in all respects to the provisions of said regulations;

(c) The Grantee will promptly take and continue to take such action as may be necessary to effectuate the covenant in Subparagraph 10(a);

(d) The Grantor shall have the right to seek judicial enforcement of the covenant in Subparagraph 10(a);

(e) The Grantee shall: (i) obtain a written agreement from any person, including any legal entity, who, through contractual or other arrangements with the Grantee, is authorized to provide services or benefits at the airport, to comply with the covenant in Subparagraph 10(a); and (ii) upon request, furnish the original of such agreement to the Administrator; and

(f) The covenant in Subparagraph 10(a) shall run with the land and be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor against the Grantee.

11. Use by the Grantor.

(a) Use by Grantor Aircraft. The Grantee shall make all of the airport facilities developed with federal financial assistance and all those usable for landing and takeoff of aircraft available to the Grantor for use by Grantor aircraft in common with other aircraft at all times without charge; provided, however, if the use by Grantor aircraft is substantial, a charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Administrator, or otherwise agreed to by the Grantee and the agency of Grantor using the airport, substantial use of an airport by Grantor aircraft will be considered to exist when:

(i) operations of such aircraft are in excess of those which, in the opinion of the Administrator, would unduly interfere with use of the landing areas by other authorized aircraft; or

(ii) during any calendar month:

(1) Five (5) or more Grantor aircraft are regularly based at the airport or on land adjacent thereto;

(2) The total number of movements (counting each landing as a movement) of Grantor aircraft is 300 or more; or

(3) The gross accumulative weight of Grantor aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

(b) National Emergency. During any national emergency declared by the President of the United States or the Congress thereof, including any existing national emergency, the Grantor shall have the right to make exclusive or non-exclusive use and have exclusive or non-exclusive control and possession, without charge, of the airport, as it then exists, or of such portion thereof as it may desire. However, the Grantor shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use non-exclusively or over which it may have non-exclusive control and possession. The Government shall also pay a fair rental for use, control or possession, exclusively or non-exclusively, of any improvements to the Property made without Government aid and never owned by the Government.

12. Reservations.

(a) Land for Federal Facilities. Within four months after receipt of a written request from the Administrator, the Grantee shall furnish without cost to the Government any portion of the Property which the Administrator considers necessary or desirable for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities. The construction, operation, and maintenance of facilities or equipment for such uses on the identified Property shall be at Government expense.

(b) The Government shall have a non-exclusive right of access to the roadways on the Property open to public use and the roadways identified on Exhibit [A] from (i) any property owned or controlled by the Government at the former Chanute Air Force Base, and (ii) roadways on property contiguous to the Property upon such reasonable terms and conditions as the Grantee may impose. These rights of access shall be consistent with the requirements for airport security of the airport set forth in 14 CFR Part 107.

13. Miscellaneous. The Grantee shall take whatever action may be required by the Administrator to assure the complete release of the Government from any and all liability for restoration or other damage under any lease or other agreement covering the use by the Government of any of the Property; however, no such release shall deprive the Grantee of any right it otherwise may have to receive reimbursement for substantial damage of the airport by a federal agency under Section 17 of the Federal Airport Act, or any successor statute.

14. Reservations and Restrictions.

(a) In the event that any of the aforesaid terms, conditions, reservations, or restrictions are not met, observed, or complied with by the Grantee, whether caused by the legal inability of the Grantee to perform any of the obligations herein set out or otherwise, the title, right of possession and all other rights transferred by this Deed to the Grantee, or any portion thereof, shall at the option of the Grantor, acting by and through the FAA, revert to the Grantor in its then-

existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Administrator, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with, or if the Grantee shall have commenced the actions necessary to bring it into compliance with such terms, conditions, reservations and restrictions in accordance with a compliance schedule approved by the Administrator, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the Grantee.

(b) Consistent with Subparagraph 1(d) of this Paragraph X.A, the Property may be transferred only with the written approval of the Administrator and upon assumption by the transferee of all the obligations imposed in this Deed other than those excepted in writing by the Administrator; provided, however, the Administrator shall have no authority to release the Grantee from any of the provisions of Sections III, V, VI, and VII of this Deed.

15. Grantee Obligations. The Grantee shall take title subject to such rights, if any, as third persons may have in the Property on the Effective Date by virtue of any grant from the Government or others and shall assume all duties, obligations, and liabilities of the Government or any agency thereof thereunder and hold the same harmless from all claims arising [from] such transfer of title.

16. Government Rights. The Government shall have the right to remove from the Property within a reasonable time (which shall not be construed to mean any period less than one (1) year after the Effective Date) any property not transferred by this Deed. During such period, the Government shall have a right of ingress to and egress from the Property for the purposes of using, disposing of by sale or otherwise, and removing such property.

17. Payment in Cash of Taxes, Assessments, etc. All taxes, assessments, and similar charges made against the Property for which the Grantor is liable shall be prorated as of the Effective Date.

18. Waiver of Any Existing Option. The Grantee must obtain for the benefit of the Government, in form satisfactory to it, a waiver of any existing option granted to purchase the Property or any portion thereof.

B. The Grantee shall not discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the facility on the Property is used primarily for religious purposes. The United States shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

C. The Grantee warrants that no person or agency has been employed or retained to solicit or obtain Grantor's execution of this Deed upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except bona fide employees or bona fide

commercial agencies retained by Grantee for the purpose of doing business. For breach or violation of this warranty, the United States shall have the right to annul this Deed, without liability, or in its discretion to require the Grantee to pay to it the full amount of such commission, percentage, brokerage, or contingent fee.

D. No member of, or delegate to, Congress or Resident Commissioner shall acquire any of the rights or benefits granted in this Deed; provided, however, this prohibition shall not extend to a corporation in which any such person has an ownership interest if the right or benefit is granted to a corporation for its general benefit.

XI. NOTICE ADDRESS:

Any notice required or permitted to be given to the Grantor pursuant to this Deed shall be given or served by personal delivery or by mailing the same by certified mail, postage prepaid, return receipt requested, addressed as follows:

Department of the Air Force
Deputy Assistant Secretary of the Air Force
(Installations)
1665 Air Force Pentagon
Washington, D.C. 20330-1665

With copies to:

Department of the Air Force
Attn: Chief Counsel, SAF/GCN-SA

Mailing Address:
2261 Hughes Ave., Suite 155
JBSA – Lackland, TX 78236-9821

Delivery Address:
3515 S. Gen McMullen, Door 2
San Antonio, TX 78226-1858

Department of the Air Force
Attn: Division Chief, AFCEC/CIB

Mailing Address:
2261 Hughes Ave., Suite 155
JBSA - Lackland, TX 78236-9821

Delivery Address:
3515 S. Gen McMullen, Door 2
San Antonio, TX 78226-1858

Or to such other address or addresses as the Grantor may from time to time designate in the Real Property Records of Champaign County, Illinois.

XII. BINDING EFFECT AND BENEFIT

Each covenant in this Deed shall be deemed to touch and concern the land and shall run with the land.

XIII. LIST OF EXHIBITS

The following exhibits are attached to and made a part of this Deed by this reference:

- Exhibit A – Legal Description of the Property
- Exhibit B - Notice of Hazardous Substances Released/ Description of Remedial Action Taken
- Exhibit C – Depiction of Site SS076
- Exhibit D – Chanute AFB Historic District

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force effective on the Effective Date.

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force

By: _____
Stephen G. TerMaath
Chief, BRAC Program Management Division
Installations Directorate
Air Force Civil Engineer Center

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF BEXAR

This document was acknowledged before me this ____ day of _____, 2018 by STEPHEN G. TERMAATH, Chief, BRAC Program Management Division, Installations Directorate, Air Force Civil Engineer Center.

Notary Public, State of Texas

(seal)

My Commission Expires: _____

ACCEPTANCE

The Grantee accepts this Deed effective on the Effective Date and agrees to be bound by all terms, covenants, conditions, restrictions, and reservations contained in it.

DATE: _____, 2018

(Grantee Name)

By: _____
Name: _____
Title: _____

[Attest:

(Name and Title or Position)]

ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF CHAMPAIGN

This document was acknowledged before me this ____ day of _____, 2018, by _____ of the Village of Rantoul, Illinois.

Notary Public, State of Illinois
My Commission Expires: _____

EXHIBIT A

Legal Description of Property

PARCEL A1b-3

A tract of land being a part of Section 11, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows, with bearings on Illinois State Plane Coordinate System - East Zone:

Commencing at a corner labeled as 294 on the East Line of Pacesetter Drive as shown and described on a Quitclaim Deed recorded as Document No. 2007R22404 in the Champaign County Recorder's Office, proceed South $44^{\circ} 27' 27''$ West along an Easterly Line of said Pacesetter Drive, 16.64 feet; thence South $45^{\circ} 28' 33''$ East, 445.14 feet to a corner on the Westerly Line of Parcel A1b-1 as shown and described in a Quitclaim Deed recorded as Document No., 2007R22403 in said Recorder's Office, said corner also being the True Point of Beginning; thence continue South $45^{\circ} 28' 33''$ East along said Westerly Line of Parcel A1b-1, a distance of 165.00 feet; thence South $44^{\circ} 29' 34''$ West along said Westerly Line of Parcel A1b-1, a distance of 659.93 feet; thence around the arc of a circular curve to the right along said Westerly Line of Parcel A1b-1, said curve having a radius of 135.00 feet, a chord bearing of South $89^{\circ} 25' 31''$ West, a chord length of 190.81 feet for an arc length of 211.91 feet; thence North $45^{\circ} 32' 05''$ West along said Westerly Line of Parcel A1b-1, a distance of 30.24 feet; thence North $44^{\circ} 29' 34''$ East, 795.11 feet to said True Point of Beginning, encompassing 2.922 acres more or less.

EXHIBIT A

Legal Description of Property

PARCEL A1c

Commencing at the Southwest corner of the Northwest Quarter of Section 11, Township 21 North, Range 9 East of the Third Principal Meridian; thence North $89^{\circ} 28' 44''$ East, along the South line of said Northwest Quarter, 2525.23 feet to the Point of Beginning; thence North $45^{\circ} 31' 02''$ West, 197.08 feet; thence North $43^{\circ} 43' 26''$ East, 404.04 feet to a point of intersection with the East line of said Northwest Quarter and the West line of the Northeast Quarter of said Section 11; thence continuing North $43^{\circ} 43' 26''$ East, 9.53 feet; thence South $44^{\circ} 46' 05''$ East, 476.71 feet; thence South $43^{\circ} 53' 44''$ West, 131.80 feet to a point of intersection with the South line of said Northeast Quarter and the North line of the Southeast Quarter of said Section 11; thence continuing South $43^{\circ} 53' 44''$ West, 275.52 feet; thence North $45^{\circ} 31' 02''$ West, 62.99 feet to a point of intersection with the West line of said Southeast Quarter and the East line of the Southwest Quarter of said Section 11; thence continuing North $45^{\circ} 31' 02''$ West, 215.32 feet to a point of intersection with the North line of said Southwest Quarter and the Point of Beginning. Parcel A1c contains 4.485 Acres more or less, all situated in Champaign County, Illinois.

EXHIBIT A

Legal Description of Property

PARCEL A2c-8

A tract of land being a part of Sections 2 and 11, all in Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows, with bearings on Illinois State Plane Coordinate System - East Zone:

Commencing at a corner labeled as 294 on the East Line of Pacesetter Drive as shown and described on a Quitclaim Deed recorded as Document No. 2007R22404 in the Champaign County Recorder's Office, proceed South $44^{\circ} 27' 27''$ West along an Easterly Line of said Pacesetter Drive, 16.64 feet to the True Point of Beginning; thence South $45^{\circ} 28' 33''$ East, 445.14 feet to a corner of the Westerly Line of Parcel A1b-1 as shown and described in a Quitclaim Deed recorded as Document No., 2007R22403 in said Recorder's Office; thence South $44^{\circ} 29' 34''$ West, 795.11 feet to a point on said Westerly Line of Parcel A1b-1; thence North $45^{\circ} 32' 05''$ West along said Westerly Line of Parcel A1b-1 and a Northeasterly Line of Parcel A1c-3c as shown and described in a Quitclaim Deed recorded as Document No. 200722402 in said Recorder's Office, 444.65 feet to a point on said Easterly Line of Pacesetter Drive; thence North $44^{\circ} 27' 27''$ East along said Easterly Line of Pacesetter Drive, 795.57 feet to said True Point of Beginning, encompassing 8.123 acres more or less.

EXHIBIT A

Legal Description of Property

PARCEL A3b

A tract of land being a part of Sections 2 and 11, all in Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows, with bearings on Illinois State Plane Coordinate System - East Zone:

Beginning at a corner labeled as 294 on the East Line of Pacesetter Drive as shown and described in a Quitclaim Deed recorded as Document No. 2007R22404 in the Champaign County Recorder's Office, proceed North $00^{\circ} 34' 10''$ West along said East Line of Pacesetter Drive, 235.86 feet; thence North $45^{\circ} 33' 46''$ West along an Easterly Line of said Pacesetter Drive, 16.90 feet to the Southwest Corner of Parcel A3a as shown and described in a Quitclaim Deed recorded as Document No. 2007R22402 in said Recorder's Office; thence North $44^{\circ} 27' 29''$ East along the Southeasterly Line of said Parcel A3a, 423.64 feet; thence South $41^{\circ} 01' 36''$ East, 346.93 feet to a corner on the Westerly Line of Parcel A1b-1 as shown and described in a Quitclaim Deed recorded as Document No. 2007R22403 in said Recorder's Office; thence South $00^{\circ} 34' 10''$ East along said Westerly Line of Parcel A1b-1, a distance of 396.50 feet; thence South $43^{\circ} 58' 19''$ West along said Westerly Line of Parcel A1b-1, a distance of 299.95 feet; thence North $45^{\circ} 28' 33''$ West, 445.14 feet to a point on an Easterly Line of said Pacesetter Drive; thence North $44^{\circ} 27' 27''$ East along said Easterly Line of Pacesetter Drive, 16.64 feet to said True Point of Beginning, encompassing 7.098 acres more or less.

EXHIBIT B

Notice of Hazardous Substances Released/ Description of Remedial
Action Taken

(see following page)

NOTICE OF HAZARDOUS SUBSTANCES STORED/DISPOSED

No hazardous substances have been stored or disposed of on the Property.

NOTICE OF HAZARDOUS SUBSTANCE RELEASED

Notice is hereby given that the information set out below provides notice of hazardous substances that are known to have been released on the Property. The information contained in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Section 9620(h).

IRP Site DP063 (Hangar 3 Carbon Tetrachloride Disposal Area)						
Substance	Regulatory Synonym(s)	CAS Registry Number	Quantity (kg/lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentration Remaining
Benzo(a)anthracene		56-55-3	Unknown	Unknown	N/A	Soil: 9,000 ug/kg
Benzo(a)pyrene		50-32-8	Unknown	Unknown	N/A	Soil: 5,900 ug/kg
Benzo(b)fluoranthene		205-99-2	Unknown	Unknown	N/A	Soil: 10,000 ug/kg
Benzo(k)fluoranthene		207-08-9	Unknown	Unknown	N/A	Soil: 5,800 ug/kg
Dibenz(a,h)anthracene		53-70-3	Unknown	Unknown	N/A	Soil: 2,000 ug/kg
Indeno(1,2,3-cd)pyrene		193-39-5	Unknown	Unknown	N/A	Soil: 4,100 ug/kg
1,2-Dichloroethane		107-06-2	Unknown	Unknown	N/A	Soil: 31 ug/kg; GW: < 0.5 ug/L
cis-1,2-Dichloroethene		156-59-2	Unknown	Unknown	N/A	GW: < 1 ug/L
1,2-Dichloropropane						Soil: 42 ug/kg
Trichloroethene		75-01-4	Unknown	Unknown	N/A	Soil: 1,900 ug/kg; GW: < 1 ug/L
Vinyl chloride		7440-38-2	Unknown	Unknown	N/A	GW: < 1 ug/L
Iron		7439-89-6	Unknown	Unknown	N/A	Soil: < 30,000 ug/kg
Lead		7439-92-1	Unknown	Unknown	N/A	Soil: < 610 ug/kg
Manganese		7439-96-5	Unknown	Unknown	N/A	Soil: < 2,000 ug/kg

Former Chanute AFB
(FAA PBC - Parcels A1b-3, A1c, A2c-8 and A3b)

Response/Remedial Action:

Site DP063 is an 8.5 acre site located east of, and adjacent to, Building 2 (Hangar 3). The OU-1L RI concluded PAHs, VOCs and lead in soil and VOCs in groundwater above decision criteria required additional evaluation; however, additional evaluation of vapor intrusion was not warranted because the RI determined that the estimated cancer risk to an industrial/office worker from exposure to indoor air potentially impacted by VI is below the risk management range (1×10^{-4} to 1×10^{-6}) and the non-cancer hazard index (HI) does not exceed 1. The RI further concluded that VI evaluation using sub-slab soil gas results determined that the potential future estimated cancer risk from indoor air potentially impacted by VI is less than 1×10^{-6} for both the industrial/office worker and hypothetical resident. Non-cancer hazard estimates are less than 1 in all cases (AR 3404). The Group 4 FS (AR 3636) concluded that remedial action was required for PAHs in soil and VOCs in groundwater. The Group 4 ROD (AR 3670) selected "Alternative 4: Risk-Based Excavation Using 10^{-4} PRGs for Unrestricted Land Use, Off-Site Disposal, Enhanced Reductive Dechlorination (ERD), and Groundwater Monitoring" as the remedy.

Soil remedial actions conducted include:

- Excavation and offsite disposal of approximately 26 yd³ of soil was conducted in 2011; and
- Backfill of the excavated area with approximately 26 yd³ of topsoil was conducted in 2011.

The Groups 3, 4, & 6 RACR (AR 3732) documents site closure with UU/UE determination for the soil media. Regulatory concurrence on achieving soil cleanup goals was received September 18, 2012 (AR 424417).

Groundwater remedial actions conducted include:

- Baseline monitoring and initial groundwater injections in 2011; and
- Periodic groundwater monitoring and reporting.

The RACR for Seven Sites documents site closure with UU/UE determination for the groundwater media (AR 422070). Regulatory concurrence on achieving groundwater cleanup goals was received September 29, 2014 (AR 424477).

SS066 (Aircraft Washrack near Hangar 2)						
Substance	Regulatory Synonym(s)	CAS Registry Number	Quantity (kg/lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentration Remaining
Benzo(a)anthracene		56-55-3	Unknown	Unknown	N/A	Soil: 2,480 ug/kg
Benzo(a)pyrene		50-32-8	Unknown	Unknown	N/A	Soil: 2,510 ug/kg
Benzo(b)fluoranthene		205-99-2	Unknown	Unknown	N/A	Soil: 3,560 ug/kg
Indeno(1,2,3-cd)pyrene		193-39-5	Unknown	Unknown	N/A	Soil: 1,290 ug/kg
Naphthalene		91-20-3	Unknown	Unknown	N/A	Soil: 26,400 ug/kg; GW: 240 ug/L
1,2,4-Trimethylbenzene		95-63-6	Unknown	Unknown	N/A	Soil: 972 ug/kg
n-propylbenzene		103-65-1	Unknown	Unknown	N/A	Soil: 2,840 ug/kg
Trichloroethene		79-01-6	Unknown	Unknown	N/A	Soil: 311 ug/kg
Vinyl chloride		75-01-4	Unknown	Unknown	N/A	Soil: 190 ug/kg
Cadmium		7440-43-9	Unknown	Unknown	N/A	Soil: 60.5 mg/kg
Lead		7439-92-1	Unknown	Unknown	N/A	Soil: 1,830 mg/kg
Methylene chloride		75-09-2	Unknown	Unknown	N/A	Soil: 182 ug/kg
Response/Remedial Action:						
<p>Site SS066 is an approximately 0.1-acre site located in the north-central portion of OU-1. The tarmac pavement at SS066 has a series of drain holes (approximately 2 inches in diameter) along a strip measuring approximately 2' x 50'. Aircraft were reportedly washed with a soap and water solution and the washwater entered the drain holes and passed into the storm sewer. It is believed the washrack was used until 1971 when the runways were closed to military aircraft. The OU-1P RI concluded PAHs and metals in solids found in the washrack drain sump, VOCs in soils, and naphthalene in groundwater above decision criteria required additional evaluation; however, vapor intrusion was not evaluated because there are no buildings on the site (AR 3231). The Group 2 FS (AR 3700) concluded that there were no soil contaminants of concern (COCs) and remedial action for groundwater was not warranted based on evaluation of site data that indicated a very limited extent of groundwater area impact, naphthalene concentrations in soil below decision criteria, one small exceedance of naphthalene in groundwater (less than 2 times the decision criteria), and the expected natural attenuation of naphthalene in groundwater. The Group 2 ROD (AR 460382) concluded that the development of remedial alternatives for site SS066 was unnecessary and selected "No Further Action" as the remedy for site SS066 because no action was necessary to protect human health or the environment based on a risk management analysis.</p>						

IRP Site SS073 (Building 809 Former Navaid Station)						
Substance	Regulatory Synonym(s)	CAS Registry Number	Quantity (kg/lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentration Remaining
Trichloroethene		79-01-6	Unknown	Unknown	N/A	GW: < 1 ug/L
Tetrachloroethene		127-18-4	Unknown	Unknown	N/A	Soil: 2,370 ug/kg; GW: < 1 ug/L
Response/Remedial Action:						
<p>Site SS073 is approximately 3.95-acres and located in the central portion of OU-1, southeast of the intersection of the main east-west and northeast-southwest runways. The OU-1P RI concluded VOCs in soil and groundwater above decision criteria required additional evaluation (AR 3231). The Group 2 FS (AR 3700) concluded concentrations of PCE in soil did not need to be evaluated for direct contact because the cumulative carcinogenic risk is below the lower end of the NCP risk management range (1×10^{-4} to 1×10^{-6}) and the non-cancer target hazard criterion of 1 for workers and residential receptors. Further evaluation also concluded the maximum concentration of residual PCE in soil was less than the soil-to-groundwater migration criterion. Therefore, no action was necessary for soil. However, the Group 2 FS concluded remedial action was required to address PCE contamination in groundwater. The Group 2 ROD (AR 460382) selected “Alternative 3: Enhanced Reductive Dechlorination (ERD) and Groundwater Monitoring” as the remedy.</p> <p>Groundwater remedial actions conducted include:</p> <ul style="list-style-type: none"> • Baseline monitoring and initial groundwater injections in 2012; • Remedial process optimization injections in 2013 and 2015; and • Periodic groundwater monitoring and reporting. <p>The RACR for Sites ST051, SS073, SS035, and ST037 (AR 569622) documents site closure with UU/UE determination for the groundwater media for site SS073. Regulatory concurrence was received December 2017 (AR 569622).</p>						

IRP Site SS076 (Building 7 Hangar 2, OU-1)						
Substance	Regulatory Synonym(s)	CAS Registry Number	Quantity (kg/lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentration Remaining
cis-1,2-Dichloroethene		156-59-2	Unknown	Unknown	N/A	GW: 0.322 ug/L
Carbon tetrachloride		56-23-5	Unknown	Unknown	N/A	Soil: 157 ug/kg; GW: < 1 ug/L
Chloroform			Unknown	Unknown	N/A	GW: 0.3 ug/L

Tetrachloroethene		127-18-4	Unknown	Unknown	N/A	Soil: 983 µg/kg; GW: < 1 ug/L
Trichloroethene		79-01-6	Unknown	Unknown	N/A	Soil: 68.3 µg/kg; GW: < 1 ug/L
Vinyl chloride		75-01-4	Unknown	Unknown	N/A	GW: 8.24 ug/L
Response/Remedial Action:						
<p>Site SS076 is comprised of approximately 3.9-acres located in the north-central portion of OU-1. The site is comprised of the southern portion of Building 7 (Hangar 2), the southeastern corner of Building 2 (Hangar 3), and pavement with patches of maintained grass and trees. The OU-1L RI concluded VOCs in soil and groundwater above decision criteria required additional evaluation. The RI also concluded that PCE and carbon tetrachloride in sub-slab soil gas required additional evaluation (AR 3404). The Group 4 FS (AR 3636) concluded that remedial action for soil was not required because the cumulative carcinogenic risk is below the lower end of the NCP risk management range (1×10^{-4} to 1×10^{-6}) and the non-cancer target hazard criterion of 1 and no constituents were detected above the soil-to-groundwater migration; however, remedial action was required to address VOC contamination in groundwater and carbon tetrachloride and PCE in indoor air. The Group 4 ROD (AR 3670) selected “Alternative 8: Enhanced Reductive Dechlorination (ERD) and Groundwater Monitoring for Unrestricted Land Use” as the remedy. Groundwater remediation began in 2011 and is ongoing.</p> <p>Groundwater remedial actions conducted include:</p> <ul style="list-style-type: none"> • Baseline monitoring and initial groundwater injections in 2011; • Remedial process optimization injections in 2012, 2014, and 2015; and • Periodic groundwater monitoring and reporting. <p>Ongoing remedial activities for groundwater at site SS076 achieved an Operating Properly and Successfully determination in September 2017 (AR 564909). Regulatory concurrence was received September 29, 2017 (AR 565063).</p>						

EXHIBIT C Depiction of Site SS076

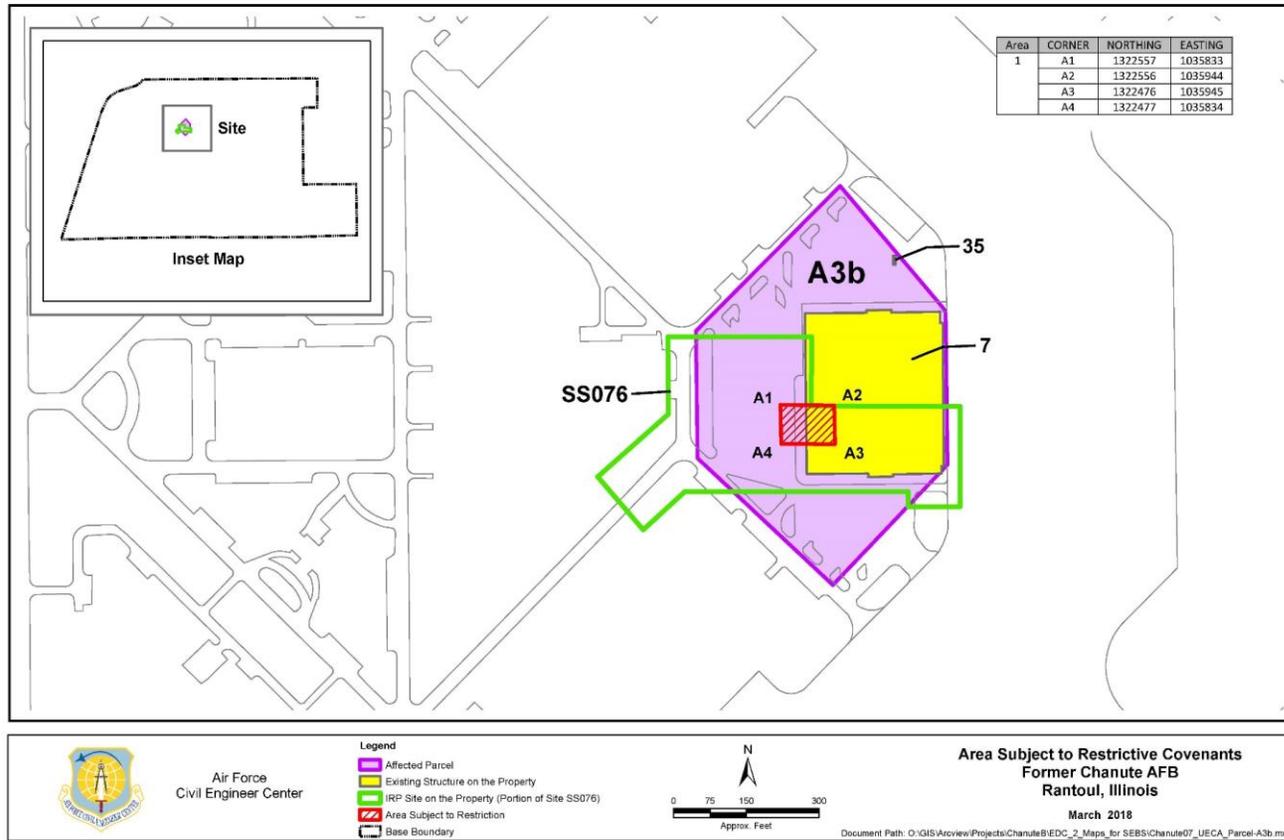


EXHIBIT D
CHANUTE AFB HISTORIC DISTRICT