



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

**December 11, 2018
6:00 pm**

Order of Business

1. Call to Order – Mayor Pro Tem Gamel
Invocation – Pastor Christopher King, United Pentecostal Church
Pledge of Allegiance
Roll Call
2. Approval of Agenda
3. Public Participation
Citizens wishing to address the Village Board with respect to any item of business listed on the agenda or any matter not appearing on the agenda are asked to sign in with the Village Clerk prior to the meeting. Comments will be limited to three minutes for each speaker.

Section A – Consent Agenda

4. 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.
5. Approval of Minutes, Regular Study Session, [November 6, 2018](#)
6. Approval of Minutes, Regular Board Meeting, [November 13, 2018](#)
7. Approval of 2019 Meeting [Schedule](#)

Note: All minutes are drafts until approved at the December 11, 2018 Board Meeting. The Village is required to post the approved minutes on their web site within 30 days of approval.

8. Approval of Any Items Removed from Consent Agenda
9. Motion to approve Bills and Monthly Financial Reports

Section B – Consideration of Bids, Contracts & Other Expenditures

10. Motion to authorize and approve the [purchase of Chlorine](#) from Spear Corp. – \$21,420.00

11. Motion to authorize and approve an engineering [service agreement](#) with Burns & McDonnell to support an airport property release application - \$43,137.00
12. Motion to authorize and approve [Change Order #1](#) with Burns & McDonnell for phase 1 property release process - \$34,528.00
13. Motion to authorize and approve an Amendment to extend the term of a [Services Agreement](#) with OSF Healthcare System

Section C – Consideration of Ordinances & Resolutions

14. Motion to pass [Ordinance No. 2591](#), AN ORDINANCE SUPPLEMENTING AND AMENDING DIVISION 2 OF [ARTICLE X](#) OF CHAPTER 20 OF THE RANTOUL CODE
15. Motion to pass [Ordinance No. 2592](#), AN ORDINANCE AMENDING SECTION 3404.2.9.5.1 OF [THE FIRE CODE](#) AS ADOPTED BY SECTION 10-267 OF THE RANTOUL CODE
16. Motion to pass [Ordinance No. 2593](#), AN ORDINANCE LEVYING TAXES FOR THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS FOR THE 2018 TAX LEVY YEAR
17. Motion to pass [Ordinance No. 2594](#), AN ORDINANCE AUTHORIZING THE REDUCTION BY ABATEMENT OF TAX LEVY FOR THE 2018 TAX LEVY YEAR FOR THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A, OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, AS AUTHORIZED BY ORDINANCE NO. 2332
18. Motion to pass [Ordinance No. 2595](#), AN ORDINANCE AUTHORIZING THE ABATEMENT OF TAX LEVY FOR THE 2018 TAX LEVY YEAR FOR THE GENERAL OBLIGATION BONDS, SERIES 2013A, OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, AS AUTHORIZED BY ORDINANCE NO. 2358
19. Motion to pass [Ordinance No. 2596](#), AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2018 TAX LEVY YEAR FOR THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015, OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, AS AUTHORIZED BY ORDINANCE NO. 2410
20. Motion to pass [Ordinance No. 2597](#), AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2018 TAX LEVY YEAR FOR THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, AS AUTHORIZED BY ORDINANCE NO. 2472

21. Motion to pass [Ordinance No. 2598](#), AN ORDINANCE AUTHORIZING AND APPROVING AGREEMENTS FOR THE [SALE OF REAL ESTATE](#) OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS, AND CERTAIN RELATED LEASE AGREEMENTS IN CONNECTION THEREWITH (735, 801, 909 and 1011 Pacesetter Drive and 1 Aviation Center Drive)
22. Motion to pass [Ordinance No. 2599](#), AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS ([821 Veterans Parkway](#))

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

23. Filing dates for the April 2019 Municipal Elections are December 10-17, 2018

Section F – Adjournment

24. 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.

2018 ANNUAL DISCLOSURE REPORT
(Pursuant to the Securities and Exchange Commission Rule 15c-2-12)

Related to:

6-Digit CUSIP #: 753279

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

\$1,540,000 General Obligation Refunding Bonds, Series 2012A
\$2,275,000 Taxable General Obligation Refunding Bonds, Series 2013
\$4,995,000 General Obligation Bonds, Series 2013A
\$6,795,000 General Obligation Refunding Bonds, Series 2015
\$7,050,000 General Obligation Bonds, Series 2016
\$10,810,000 Taxable General Obligation Bonds, Series 2017

Prepared By:

**VILLAGE OF RANTOUL
Champaign County, Illinois**

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VILLAGE OF RANTOUL
Champaign County, Illinois

333 South Tanner
Rantoul, Illinois 61866
(217) 893-1661
Fax: (217) 892-4974

Mayor
Charles Smith

Village Clerk
Mike Graham

Comptroller
Pat Chamberlin

Village Administrator
Scott Eisenhauer

Trustees
Sam Hall
Sherry Johnson
Chad Smith
Hank Gamel
Jennifer Fox
Terry Workman

Village Attorney
Kenneth N. Beth
Evans, Froehlich, Beth & Chamley
Champaign, Illinois

THE VILLAGE

General

The Village is located in east central Illinois, Approximately 120 miles south of Chicago's Loop, approximately 60 miles east of Bloomington and approximately 15 miles north of the Champaign-Urbana area. The Village encompasses approximately 7 square miles. The Village was originally incorporated in 1854 and reincorporated as a municipality under general law in 1890. The Village President and Board of Trustees is the Village's governing body. The President and members of the Board of Trustees are elected to staggered four year terms.

Government

The Village is a home rule unit of local government and operates under the Village form of government. The Village President and Board of Trustees is the Village's governing body. The President and members of the Board of Trustees are elected to staggered four year terms. Total Village employment is approximately 126 full-time persons and 200 part-time, or seasonal, employees.

Education

The Village has four elementary schools, a middle school and a high school as well as private and parochial schools. Village residents have easy access to several community colleges and technical schools, including Parkland College. The University of Illinois is located approximately 18 miles south of the Village.

Transportation

The Village is served indirectly by an Interstate Highway 57 exit within the Village limits and directly by U.S. highways 45 and 136, as well as a number of state roads. Commercial air service is provided by the University of Illinois Willard Airport located 25 miles south of the Village and the Bloomington Airport located 60 miles west of the Village. An Amtrak terminal is located in the Village. Commercial rail freight service is provided by the Canadian National/Illinois Central Gulf Railroad. Bus service is provided by Greyhound.

Healthcare

The Village has a fully staffed satellite office for each of the two major medical clinics, Carle Clinic and Christie Clinic, which are headquartered in Urbana, Illinois and Champaign, Illinois, respectively.

Recreational Facilities and Cultural Attractions

The Village operates 15 local parks, 12 softball and baseball fields, 8 tennis courts, 2 golf courses, 2 fishing lakes, a community swimming pool, the Forum Fitness Center, a youth center and the Prairie Pines Campground. The Rantoul Recreation Department sponsors approximately 75 different recreation programs for the youth and adults in the community. The Village is also home to the Octave Chanute Aerospace Museum.

Source: Village of Rantoul.

SOCIO-ECONOMIC INFORMATION

Average Annual Unemployment Rates

<u>Year</u>	<u>State of Illinois</u>	<u>Champaign County</u>
2014	7.1%	6.1%
2015	6.0%	4.1%
2016	5.5%	5.1%
2017	5.0%	4.2%
as of September, 2018	3.8%	3.8%

Source: Illinois Department of Employment Security.

Population Trend

	<u>1990</u>	<u>2000</u>	<u>2010</u>	Est. <u>2012-2016</u>
Village of Rantoul	17,212 *	12,918	12,941	13,238
Champaign County	173,025	179,669	201,081	206,420
State of Illinois	11,430,602	12,419,293	12,830,632	12,851,684

* The drop from 17,212 is in a result of the U. S. Air Force closing in 1993 of Chanute Air Force Base.

Median Home Value

	<u>1990</u>	<u>2000</u>	Est. <u>2012-2016</u>
Village of Rantoul	\$ 58,600	\$ 74,200	\$ 88,800
Champaign County	\$ 67,500	\$ 94,700	\$ 151,400
State of Illinois	\$ 80,900	\$ 130,800	\$ 174,800

Median Household Income

	<u>1990</u>	<u>2000</u>	Est. <u>2012-2016</u>
Village of Rantoul	\$ 28,218	\$ 35,700	\$ 41,031
Champaign County	\$ 35,630	\$ 45,260	\$ 48,899
State of Illinois	\$ 38,664	\$ 55,735	\$ 59,196

Source: U.S. Census Bureau.

Major Area Employers

<u>Employer</u>	<u>Approximate Number of Employees</u>
Jeld-Wen Inc.	550
Rantoul Foods	300
Easton Bell Sports	300
Conair Corporation	201
Eagle Wings Industries, Inc.	180
The Village	126
Combe Laboratories, Inc.	125
HOV Services	110
Engineered Plastic Components, Inc.	80
Credit Union	70

Source: Illinois Department of Commerce and Economic Opportunity.

SALES TAX AND REVENUE SHARING RECEIPT DATA

<u>Fiscal Year</u>	<u>Sales Tax</u>	<u>Growth %</u>
2014	\$2,454,954	1.71%
2015	\$2,430,527	(1.00%)
2016	\$2,572,442	5.84%
2017	\$2,608,864	1.42%
2018	\$2,530,078	(3.02%)

<u>April 30.</u>	<u>Revenue Sharing Receipts</u>	<u>Growth %</u>
2014	\$1,163,020	(25.07%)
2015	\$1,332,782	14.60%
2016	\$1,091,434	(18.11%)
2017	\$1,220,179	11.80%
2018	\$1,351,000	10.72%

Source: Village's Annual Financial Statements and the State of Illinois Department of Revenue.

DEBT INFORMATION

Statement of Long-Term Bonded Indebtedness
(as of November 6, 2018)

	Amount <u>Applicable</u>	Per Capita (2012-2016 Est. <u>Pop. 13,238</u>)	Percent of Equalized Assessed <u>Valuation</u>	Estimated <u>True Value</u>
2017 Equalized Assessed Valuation.....	\$ 88,340,484	\$ 6,673	100.00%	33.30%
2017 Estimated True Value.....	\$ 265,021,452	\$ 20,020	300.00%	100.00%
Direct Bonded-Debt.....	\$ 28,695,000	\$ 2,168	32.48%	10.83%
Total Overlapping Debt	\$ 1,109,977	\$ 84	1.26%	0.42%
Total Direct & Overlapping Debt.....	\$ 29,804,977	\$ 2,251	33.74%	11.25%

Source: Champaign County Clerk's Office.

- (1) Does not include the EAV of property located in TIF Districts.

Direct Bonded Debt
(as of November 6, 2018)

Outstanding Direct Debt:

Bonded Debt:

General Obligation Bonds, Series 2017.....	\$ 10,810,000
General Obligation Bonds, Series 2016 (1).....	6,875,000
General Obligation Refunding Bonds, Series 2015 (1).....	5,810,000
General Obligation Bonds, Series 2013A (1)	4,230,000
Taxable General Obligation Refunding Bonds, Series 2013 (1)	470,000
General Obligation Refunding Bonds, Series 2012A (2)	500,000

Direct General Obligation Bonded Debt..... \$ **28,695,000**

Source: The Village.

- (1) The Village has outstanding Tax Increment Revenue Bonds, Series 2013B, which are payable from tax increment financing revenues collected from the Village's Evans Road TIF District, The 2013 B Bonds are not general obligation of the Village.

Detailed Overlapping Bonded Debt
(as of November 6, 2018)

<u>Taxing Body</u>	<u>Outstanding</u>		<u>Applicable to Village</u>	
	<u>Debt</u>	<u>Percent</u>	<u>Amount</u>	
Champaign County	\$ 5,460,000	2.54%	\$ 138,684	
Champaign County Forest Preserve	\$ 235,000	2.52%	\$ 5,922	
Thomasboro CCSD #130.....	\$ 643,000	0.36%	\$ 2,315	
Parkland Community College #505.....	\$ 52,340,000	1.84%	\$ 963,056	
			\$ 1,109,977	

Source: Champaign County Clerk's Office and the Village.

Schedule of Bonded Indebtedness
(as of November 6, 2018)

Fiscal Year Ending 4/30	Series 2012A (2)		Series 2013 (3)		Series 2013A (3)		Series 2015 (1)		Series 2016 (1)		Series 2017(4)		Total P & J	Total Interest	Principal Outstanding	Principal Paid
	Dated Date	Par Amount	Maturity	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal					Interest
2019	12/27/2012	\$1,540,000	4/4/13	\$2,280,000	1/1/2019	9/10/2013	\$4,995,000	6/7/2016	\$7,050,000	8/15/2017	\$10,810,000		\$ 1,243,241	\$ 1,243,241	\$ 2,672,000	\$ 6,88%
2020		225,000		10,550		210,000	196,553	209,050	575,000	230,860	190,000	585,184	\$ 1,975,000	\$ 1,975,000	\$ 26,720,000	12.72%
2021		220,000		6,050		210,000	190,253	194,675	585,000	224,760	355,000	420,835	\$ 1,675,000	\$ 1,675,000	\$ 25,045,000	18.12%
2022		55,000		1,210		225,000	179,753	180,050	595,000	218,660	360,000	412,493	\$ 1,550,000	\$ 1,550,000	\$ 23,495,000	23.52%
2023		-		-		235,000	170,753	162,200	615,000	210,785	370,000	403,133	\$ 1,550,000	\$ 1,550,000	\$ 21,945,000	29.08%
2024		-		-		245,000	161,353	137,600	635,000	202,535	380,000	392,958	\$ 1,595,000	\$ 1,595,000	\$ 20,350,000	40.79%
2025		-		-		250,000	149,103	112,200	660,000	194,160	390,000	381,178	\$ 1,650,000	\$ 1,650,000	\$ 18,700,000	53.37%
2026		-		-		265,000	138,853	85,800	685,000	183,660	405,000	368,503	\$ 1,710,000	\$ 1,710,000	\$ 16,990,000	57.36%
2027		-		-		285,000	127,458	58,400	715,000	173,010	420,000	354,328	\$ 1,845,000	\$ 1,845,000	\$ 15,225,000	61.49%
2028		-		-		300,000	115,083	29,800	745,000	162,360	435,000	339,418	\$ 1,845,000	\$ 1,845,000	\$ 13,380,000	65.80%
2029		-		-		315,000	87,288	-	395,000	147,160	450,000	323,540	\$ 1,145,000	\$ 1,145,000	\$ 12,235,000	74.77%
2030		-		-		330,000	71,853	-	405,000	131,360	465,000	306,665	\$ 1,185,000	\$ 1,185,000	\$ 11,050,000	82.94%
2031		-		-		345,000	55,353	-	435,000	98,360	505,000	269,605	\$ 1,285,000	\$ 1,285,000	\$ 9,815,000	90.36%
2032		-		-		360,000	37,930	-	405,000	80,960	525,000	250,668	\$ 1,290,000	\$ 1,290,000	\$ 8,530,000	79.46%
2033		-		-		380,000	19,570	-	425,000	68,000	540,000	230,980	\$ 1,345,000	\$ 1,345,000	\$ 7,240,000	86.58%
2034		-		-		-	-	-	435,000	54,400	565,000	210,730	\$ 1,000,000	\$ 1,000,000	\$ 5,895,000	90.00%
2035		-		-		-	-	-	455,000	37,000	590,000	184,740	\$ 1,045,000	\$ 1,045,000	\$ 4,895,000	92.61%
2036		-		-		-	-	-	470,000	18,800	615,000	157,600	\$ 1,085,000	\$ 1,085,000	\$ 3,850,000	94.96%
2037		-		-		-	-	-	-	-	645,000	129,310	\$ 645,000	\$ 645,000	\$ 2,405,000	97.42%
2038		-		-		-	-	-	-	-	705,000	99,640	\$ 705,000	\$ 705,000	\$ 1,110,000	100.00%
2039		-		-		-	-	-	-	-	740,000	67,915	\$ 740,000	\$ 740,000	\$ 3,850,000	
2040		-		-		-	-	-	-	-	740,000	34,780	\$ 740,000	\$ 740,000	\$ 3,850,000	
Total		\$ 500,000		\$ 17,810		\$ 470,000	\$ 11,045	\$ 1,169,775	\$ 5,810,000	\$ 2,551,990	\$ 10,810,000	\$ 6,212,961	\$ 28,695,000	\$ 11,766,419	\$ 40,461,419	

(1) The Series 2007 Bonds have historically been abated and paid from the Village's Water System revenues, Waste Water System revenues and Storm Water Drainage System revenues. The Village expects to do the same for the 2015 Bonds.
(2) Historically, the only general obligation debt of the Village for which property taxes have been extended to make debt service is for approximately 34% of the Series 2012A Bonds. The balance of the Series 2012A Bonds has been paid from incremental property taxes received by the Village's Tax Increment Financing ("TIF") District.
(3) The debt service related to the Series 2013 and the Series 2013A Bonds has historically been paid from revenues other than property taxes.
(4) The Series 2017 Bonds are paid from Ad Valorem taxes.

THE SYSTEM

The Waterworks System

The Village currently provides water services to 5,150 meters, of which 5,038 are active customers. The Village owns and operates its own water treatment plant. The water treatment plant has a plant capacity of 4.3 million gallons per day (mgd) and presently with a peak daily flow of 2.2 million gallons per day (mgd). The Village has a 300,000 gallon, a 500,000 gallon and a 1,000,000 gallon elevated storage tanks to serve its water distribution system. The Village's water distribution system is made up of various mains ranging in size from 4"-16". The water distribution system **does not** include booster pumps.

Billings and Collections - Waterworks

Accounts are billed on the 9th, 19th and 29th of each month and are due on the 5th, 15th and 25th day of issuance. After 3 days past the due date, bills are subject to a 10% penalty. Because the village also provides electric service and all utilities are billed on the same bill, water service is not typically disconnected. If bills are unpaid, the electric service is disconnected and all past due utility balances must be paid before the electric service is reconnected.

Rates - Waterworks

Those customers who receive water services from the Village pay the following monthly rates according to their water usage. These rates have been in effect since May 2017, which was during the Village's 2018 fiscal year.

Inside Village Rates as of May 1, 2018

Customer Charge per month	.....	\$6.37 to \$468.30 (minimum)
All gallons	.....	\$3.68 per 1,000 Gallons

Number of Sewer Users and Annual Gallons Treated

Year ended,			Total		Average Monthly
<u>April 30.</u>	<u>Total Users</u>		<u>k-Gallons Treated</u>		<u>Consumption (k-Gal.)</u>
2013	4,860	.....	1,077,480	.....	89,790
2014	4,900	.....	1,005,830	.....	83,819
2015	4,804	.....	1,003,370	.....	83,614
2016	4,826	.....	1,254,570	.....	104,548
2017	5,014	.....	1,211,440	.....	100,953
2018	5,038	.....	1,203,070	.....	100,256

Source: Village of Rantoul Water and Sewer Department.

FISCAL YEAR 2018 LARGEST WATER USERS (Gallons)

<u>Account</u>	Average Monthly <u>Consumption (K-Gal.)</u>	Percent of Total Average Monthly <u>Consumption (K-Gal.)</u>
1 Rantoul Foods	9,396	24.97%
2 Conair Corp	1,955	5.20%
3 Heritage Estates	1,402	3.73%
4 Champaign Co Housing Au	417	1.11%
5 Maplewood MHC	344	0.91%
6 Combe	336	0.89%
7 Prairie Village	326	0.87%
8 IL National Guard	303	0.81%
9 Easton Bell Sports	275	0.73%
10 Eagle Wings	<u>260</u>	<u>0.69%</u>
Total	15,014	39.9%

Source: Village of Rantoul Water and Sewer Department.

FISCAL YEAR 2018 LARGEST WATER USERS (Revenues)

<u>Account</u>	Average Monthly <u>Billed</u>	Percent of Total Average Monthly <u>Consumption (Rev.)</u>
1 Rantoul Foods	\$38,026	20.96%
2 Conair Corp	6,727	3.71%
3 Heritage Estates	5,156	2.84%
4 Champaign Co Housing Au	1,535	0.85%
5 Maplewood MHC	1,284	0.71%
6 Combe	1,269	0.70%
7 Prairie Village	1,205	0.66%
8 Ill National Guard	1,040	0.57%
9 Eagle Wings	969	0.53%
10 Easton Bell Sports	<u>875</u>	<u>0.48%</u>
Total	\$58,085	32.02%

Source: Village of Rantoul Water and Sewer Department.

The Sewerage System

The Sewerage System currently provides sewerage service to 5,038 active customers. The sewerage treatment facility has a design average flow of 8.35 gallons per day (mgd). Present daily flows are 2.1 mgd. The treatment plant is fed by a sanitary sewer collection system made up of sewer mains ranging in size of 8-16 inches and pumping stations to serve low elevation areas.

Billings and Collections - Sewerage

Accounts are billed in three billing cycles each month and are due within 20 days of issuance. Because the village also provides electric service and all utilities are billed on the same bill, waste water service is not typically disconnected. If bills are unpaid, the electric service is disconnected and all past due utility balances must be paid before the electric service is reconnected.

Rates - Sewerage

Those customers who receive sewer services from the Village shall pay the following monthly rates according to their water usage. These rates have been in effect since May 1, 2017. Rate studies are conducted periodically either by an outside consultant or in-house. Rates are adjusted as needed by ordinance as determined by the applicable rate study. The current rate ordinance adjusted waste water rates on June 1, 2013 for all customers, except the Village of Thomasboro ("Thomasboro"), and will continue to adjust rates annually on May 1 each of the next three years through May 2017. Thomasboro has a separate agreement with the Village pursuant to an intergovernmental agreement for sewerage services dated October 1, 2009, as supplemented and amended, whereby the Village provides sewerage treatment services to Thomasboro at a current rate of \$3.84/1,000 gallons of usage. Pursuant to the intergovernmental agreement, the determination of usage rates for Thomasboro is subject to review by a rate committee consisting of two members each from the Village and Thomasboro. Any new rates negotiated or renegotiated by the rate committee are forwarded to the corporate authorities of the Village and Thomasboro for their respective approval.

Inside Village Rates as of May 1, 2018

Customer Charge per month	\$6.10 to \$196.00 (minimum)
All gallons	\$4.80 per 1,000 Gallons

Village of Thomasboro as of January 1, 2017

All gallons	\$3.84 per 1,000 gallon
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Number of Sewer Users and Annual Gallons Treated

Year ended,	Total Users	Total	Average Monthly
<u>April 30,</u>		<u>k-Gallons Treated</u>	<u>Consumption (k-Gal.)</u>
2013	4,860	1,077,480	89,790
2014	4,900	1,005,830	83,819
2015	4,804	1,003,370	83,614
2016	4,826	1,254,570	104,548
2017	5,014	1,211,440	100,953
2018	5,038	1,203,070	100,256

Source: Village of Rantoul Water and Sewer Department.

FISCAL YEAR 2018 LARGEST SEWER USERS (Gallons)

<u>Account</u>	Average Monthly <u>Consumption (k-Gal.)</u>	Percent of Total Average Monthly <u>Consumption (k-Gal.)</u>
1. Rantoul Foods	7,664	15.88%
2. Village of Thomasboro	2,360	4.89%
3. Heritage Estates	1,402	2.90%
4. Conair Corp.	847	1.75%
5. Champaign Co Housing Auth	417	0.86%
6. Maplewood MHC	344	0.71%
7. Combe	336	0.70%
8. Prairie Village	326	0.68%
9. IL National Guard	303	0.63%
10. Easton Bell Sports	<u>275</u>	<u>0.57%</u>
Total	14,274	29.6%

Source: Village of Rantoul Water and Sewer Department.

FISCAL YEAR 2018 LARGEST SEWER USERS (Revenue)

<u>Account</u>	Average Monthly <u>Consumption (Rev.)</u>	Percent of Total Average Monthly <u>Consumption (Rev.)</u>
1. Rantoul Foods	\$50,847	20.89%
2. Conair Corp.	16,326	6.71%
3. Village of Thomasboro	9,190	3.78%
4. Heritage Estates	6,727	2.76%
5. Champaign Co Housing Auth	2,003	0.82%
6. Maplewood MHC	1,673	0.69%
7. Combe	1,655	0.68%
8. Prairie Village	1,572	0.65%
9. Ill National Guard	1,299	0.53%
10. Eagle Wings	<u>1,264</u>	<u>0.52%</u>
Total	\$92,556	38.03%

Source: Village of Rantoul Water and Sewer Department.

The Electric System

The Village of Rantoul owns and operates its own electric utility system, including electric generation facilities. The Village is a full-requirements member of the Illinois Municipal Electric Agency (IMEA) and receives all of its power and energy requirements at the wholesale level and has the exclusive right to resell such power and energy to residential, commercial and industrial customers located in the corporate limits. The Village currently has a total of 5,660 residential customers and 526 commercial and industrial customers. The electric system is comprised of three 69kv (Kilovolt) transmission circuits originating at the Ameren Illinois 138kv Rantoul Substation located at Route 45 & Borman Drive. The Village accepts electric service at 69kv to feed eight unique substations. Four substations step voltage down from 69kv to 13.8kv, two substations step voltage down from 69kv to 12.47kv, and two substations step voltage down from 13.8kv to 4.16kv. These distribution circuits extend throughout the community to serve our residential, commercial and industrial customers. The circuits are interconnected to provide alternate means to serve each customer. The Village's generation is dispatched by the IMEA or during an emergency situation. The current contract with the IMEA extends through 2035.

Billings and Collections

The Village reads its customers' meters once a month in three cycles. Bills to customers are sent out on the 9th, 19th and 29th day of the following month and are due within 20 days of the bill date without penalty. Delinquent bills are subject to a 10% penalty. If a bill is not paid by 10 days after the due date, the customer is sent a notice giving them 8-10 days to settle the bill before service is terminated. Once service is terminated, there is a \$50.00 re-hookup fee if the customer wants service turned back on. If service is not turned on, the customer's unpaid bill is taken out of the \$100 utility deposit, and the remaining money, if any, is sent back to the customer and the account is finalized.

Rates

The respective electric rates or service charges shown below shall apply to all electric service purchased for use or consumption and all applicable service charges. These electric rates have been in effect since May 1, 2017.

<u>Electric Rates</u>	<u>Summer</u>	<u>Winter</u>	<u>Customer Charge Monthly</u>
ER1 Residential All Electric	\$0.1275 1st 500 KWH \$0.1275 over 500 KWH	\$0.11238 1st 500 KWH \$0.08895 over 500 KWH	\$12.70
ER2 Residential	\$0.1275 all KWH	\$0.11238 all KWH	\$12.70
EC1 Small Light & Power or Commercial	\$0.14700 all KWH	\$0.12789 all KWH	\$28.50
EI1 Large Light & power or Industrial	\$18.65 Peak Demand Charge/KW \$0.06075 all KWH	\$16.05 Peak Demand Charge/KW \$0.06075 all KWH	\$125.00
EI4 Economic Development		Variable rate for qualifying new industries.	
EV1 Village Service	\$0.11892 all KWH	\$0.10370 all KWH	\$33.50

Notes: Rates are subject to monthly power factor adjustment which may vary from month to month.

All electric charges are also subject to a state tax of 5% or \$.0032 per KWH which ever is less and a 5% local tax.

New rates will go into effect on May 1, 2017.

Number of Electric System Users

Year ended,	<u>April 30,</u>	<u>Total Users</u>
2013	6,120
2014	6,112
2015	6,115
2016	6,185
2017	6,224
2018	6,312

Source: Village of Rantoul.

Electric Consumption

Year Ended		Avg. Monthly		Total
<u>April 30.</u>		<u>Consumption (KWH)</u>		<u>Consumption (KWH)</u>
2013	.....	12,486,848	.....	149,842,176
2014	.....	12,970,474	.....	155,645,688
2015	.....	12,502,862	.....	150,034,348
2016	.....	12,761,833	.....	153,142,000
2017	.....	12,865,558	.....	154,386,699
2018	.....	12,348,783	.....	148,185,396

Source: Village of Rantoul.

**VILLAGE OF RANTOUL
FISCAL YEAR 2018 LARGEST ELECTRIC USERS (KWH)**

<u>Account</u>	<u>Consumption (KWH)</u>	<u>Total Consumption (KWH)</u>
1. Rantoul Foods	29,439,200	19.87%
2. Jeld-Wen	6,832,780	4.61%
3. Eagle Wings	5,389,200	3.64%
4. Easton Bell Sports	3,487,800	2.35%
5. Wal Mart	3,415,800	2.31%
6. Conair Corp.	3,160,100	2.13%
7. Rantoul Investment LL	3,158,100	2.13%
8. Combe	2,638,600	1.78%
9. Illinois National Guard	1,808,080	1.22%
10. Niemann Foods Inc	<u>1,786,860</u>	<u>1.21%</u>
Total	61,116,520	41.2%

Source: Village of Rantoul.

TAX BASE INFORMATION

Equalized Assessed Valuation (E.A.V.) is estimated at 33-1/3% of fair market value.

Equalized Assessed Valuation

<u>Tax year</u>	<u>EAV</u>	<u>% of Growth</u>
2013	89,564,316	(5.41)
2014	91,651,912	2.33
2015	88,598,297	(3.33)
2016	88,995,997	0.45
2017	88,340,484	(0.74)

Source: Champaign County Clerk's Office.

Village Tax Rate Trend
(per \$100 of Equalized Assessed Valuation)

<u>Fund</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Bond	\$ 0.0873	\$ 0.0880	\$ 0.0877	\$ 0.0861	\$ 0.0900
IMRF	0.0655	0.0624	0.0473	-	-
Police Pension	0.6610	0.7383	0.7994	0.8427	0.0860
Library	0.4741	0.4748	0.5011	0.5045	0.5156
Parks	-	-	-	0.0607	-
Social Security	0.0893	0.0546	-	-	-
Bond 2	\$ -	\$ -	\$ -	\$ -	\$ 0.8788
TOTALS	\$ 1.3772	\$ 1.3301	\$ 1.3478	\$ 1.4079	\$ 1.5704

Representative Total Tax Rate
(per \$100 of Equalized Assessed Valuation)

<u>Entity</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Champaign County	\$ 0.8511	\$ 0.8636	\$ 0.8672	\$ 0.8458	\$ 0.8481
Forest Preserve	0.0931	0.0944	0.0947	0.0923	0.0925
Community College #505	0.5253	0.5259	0.5460	0.5436	0.5411
School Dist #137	4.5513	4.7128	4.8070	4.8275	4.9696
High School #193	2.8064	2.9008	2.9430	2.9526	2.9505
Rantoul Corp	1.3772	1.4181	1.4355	1.4940	1.5704
Rantoul Township	0.1649	0.1664	0.1696	0.1684	0.1733
Rantoul Road & Bridge	0.2474	0.2500	0.2546	0.2535	0.2601
Rantoul Perm Road	0.2135	0.2204	0.2244	0.2262	0.2321
Rantoul - Ludl M-A	0.0398	0.0399	0.0404	0.0405	0.0413
Rantoul Park	0.2502	0.2452	0.2491	0.2481	0.2493
Rantoul / Lud Cem	0.0708	0.0710	0.0719	0.0721	0.0736
TOTALS	\$ 11.1910	\$ 11.5085	\$ 11.7034	\$ 11.7646	\$ 12.0019

Source: Champaign County Clerk's Office.

Tax Extensions and Collections

<u>Tax Levy</u>			<u>Percent</u>
<u>Year</u>	<u>Extension</u>	<u>Collection</u>	<u>Collected</u>
2012	1,410,565	1,398,667	99.16%
2013	1,234,528	1,224,900	99.22%
2014	1,274,170	1,261,754	99.03%
2015	1,272,862	1,254,886	98.59%
2016	1,330,641	1,331,662	100.08%
2017	1,369,962	1,359,056	99.20%
2018	1,387,299	**In Collection	

Source: Champaign County Clerk and Treasurer's Office.

Major Village Taxpayers*

<u>Name</u>	<u>E.A.V.</u>	<u>% of Village's 2018 E.A.V.</u>
Lex Rantoul LP	\$ 12,535,540	14.19%
Walmart Stores Inc.	3,408,740	3.86%
Rantoul Foods	2,681,170	3.04%
MIMH LXXVII GOLFVIEW VILLA	2,608,630	2.95%
Rantoul Lodging LLC	2,420,850	2.74%
South Pointe Commons LLC	1,843,120	2.09%
Eagle Wings Industries, Inc.	1,486,400	1.68%
Roeco Enterprises Inc.	1,477,620	1.67%
Conair Corporation	1,393,090	1.58%
Mothership Propco GSE IL	<u>1,338,730</u>	<u>1.52%</u>
TOTAL	\$ 31,193,890	35.31%

Source: Champaign County Clerk's Office and the Village's 2018 Comprehensive Annual Financial Report.

FINANCIAL INFORMATION

The Village-wide financial statements, component unit financial statements, and fund financial statements for proprietary and fiduciary funds are reported using the economic resources measurement focus and the accrual basis of accounting. Agency funds (fiduciary fund type) have no measurement focus. The economic resources measurement focus means all assets and liabilities (whether current or non-current) are included on the balance sheet and the operating statements present increases (revenues) and decreases (liabilities) in total net assets. Under the accrual basis of accounting, revenues are recognized when earned, if measurable, and expenses are recognized as incurred, regardless of the timing of related cash flows. See “APPENDIX A” for more detail.

VILLAGE OF RANTOUL

Balance Sheet

General Fund

Years Ended April 30,

<u>ASSETS</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Cash	\$ 2,621,769	\$ 3,558,086	\$ 2,363,472	\$ 913,531	\$ 1,894,922
Investments	1,128,685	128,685	1,128,685	1,670,713	670,713
Accounts Receivable	32,509	18,922	24,063	49,455	53,137
Taxes Receivable	1,125,959	1,162,102	1,199,003	1,296,323	620,245
Intergovernmental Receivable	936,274	1,012,087	719,537	707,340	627,921
Interest Receivable	732	732	732	732	732
Other Receivables	14,848	19,733	13,270	13,926	11,325
Prepaid Items	114,561	124,301	159,315	143,815	186,441
Loans Receivable	235	400	2,024	1,216	960
Due From Component Unit	-	-	-	-	-
Due from Other Funds	38,640	30,994	241,806	1,213,419	1,478,967
TOTAL ASSETS	\$ 6,014,212	\$ 6,056,042	\$ 5,851,907	\$ 6,010,470	\$ 5,545,363
<u>LIABILITIES & NET ASSETS</u>					
Liabilities:					
Accounts Payable	\$ 177,163	\$ 191,866	\$ 104,513	\$ 89,056	\$ 121,711
Accrued Payroll	165,916	174,020	295,228	232,154	230,373
Deposits Payable	54,776	67,780	68,091	59,850	59,947
Advances	-	-	-	9,282	9,282
Due to Police Pension Fund	-	-	-	-	30,431
Due to Component Unit	6,685	-	9,282	-	18,765
TOTAL LIABILITIES	\$ 404,540	\$ 433,666	\$ 477,114	\$ 390,342	\$ 470,509
<u>DEFERRED INFLOW OF RESOURCES</u>					
Property Taxes	\$ -	\$ 767,882	\$ 750,161	\$ 804,000	\$ 76,000
Unavailable Revenue	1,348,490	687,885	259,477	446,658	270,045
TOTAL DEFERRED INFLOWS OF RESOURCES	\$ 1,348,490	\$ 1,455,767	\$ 1,009,638	\$ 1,250,658	\$ 346,045
<u>FUND BALANCES:</u>					
Nonspendable					
Notes Receivable	\$ 235	\$ 400	\$ 2,024	\$ 1,216	\$ 960
Prepaid Items	114,561	124,301	159,315	143,815	186,441
Reserved for:					
Prepays and Loans Receivable	-	-	-	-	-
Unreserved, as reported in:					
General Fund	4,146,386	4,041,908	4,203,816	4,224,439	4,541,408
TOTAL FUND BALANCES	\$ 4,261,182	\$ 4,166,609	\$ 4,365,155	\$ 4,369,470	\$ 4,728,809
TOTAL LIABILITIES DEFERRED INFLOW OF RESOURCES, AND FUND BALANCE	\$ 6,014,212	\$ 6,056,042	\$ 5,851,907	\$ 6,010,470	\$ 5,545,363

Source: The Village’s Annual Financial Statements, April 30, 2014 through 2018. See “APPENDIX A” for a copy of the Village’s April 30, 2018 Comprehensive Annual Financial Report.

VILLAGE OF RANTOUL
Statement of Revenues, Expenditures, and Changes in Fund Balances
General Fund
Years Ended April 30,

<u>Revenues</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Taxes					
Property Tax	\$ 264,456	\$ 232,203	\$ 199,980	\$ 137,484	\$ 149,003
Property Taxes Collected for Police Pension Fund	570,090	591,486	661,775	702,851	746,594
Sales Tax					
Income Tax	-	-	-	-	-
Utility Tax	686,270	718,588	649,160	699,594	716,038
Other Taxes	<u>1,960,577</u>	<u>2,008,154</u>	<u>2,257,158</u>	<u>2,283,255</u>	<u>2,387,595</u>
Total Taxes	<u>3,481,393</u>	<u>3,550,431</u>	<u>3,768,073</u>	<u>3,823,184</u>	<u>3,999,230</u>
Licenses and Permits	200,458	214,234	254,534	265,916	232,385
Intergovernmental Revenues	2,758,917	2,773,348	3,062,124	2,569,492	2,911,337
Charges for Services	379,292	533,811	582,505	555,868	527,410
Fines and Forfeitures	204,273	191,345	181,152	182,159	174,238
Investment Income	39,304	9,127	7,729	54,126	5,270
Miscellaneous Revenue	<u>220,207</u>	<u>146,227</u>	<u>479,387</u>	<u>139,447</u>	<u>208,822</u>
Total Revenues	<u>\$7,283,844</u>	<u>\$7,418,523</u>	<u>\$8,335,504</u>	<u>\$7,590,192</u>	<u>\$8,058,692</u>
<u>Expenditures</u>					
Current:					
General Government	1,933,789	1,940,732	1,956,812	2,013,472	2,305,783
Culture and Recreation	1,478,779	1,705,687	1,810,285	1,749,715	1,843,562
Community Development	578,840	569,907	597,659	600,784	495,219
Public Safety	4,071,102	4,324,010	4,606,723	4,574,865	15,263,451
Debt Service - Interest and Charges	-	-	-	5,781	193,956
Capital Outlay	<u>24,705</u>	<u>691,841</u>	<u>340,817</u>	<u>339,431</u>	<u>129,542</u>
Total Expenditures	<u>\$ 8,087,215</u>	<u>\$ 9,232,177</u>	<u>\$ 9,312,296</u>	<u>\$ 9,284,048</u>	<u>\$ 20,231,513</u>
Excess (deficiency) of					
revenues over (under) expenditures	<u>\$ (803,371)</u>	<u>\$ (1,813,654)</u>	<u>\$ (976,792)</u>	<u>\$ (1,693,856)</u>	<u>\$ (12,172,821)</u>
Other Financing Sources (Uses):					
Proceeds from the Issuance of Debt	\$ 715	\$ -	\$ -	\$ -	\$ 10,739,067
Transfers In	1,480,918	2,008,533	1,498,384	1,718,254	2,048,410
Transfers Out	<u>(376,293)</u>	<u>(289,452)</u>	<u>(323,046)</u>	<u>(309,036)</u>	<u>(254,951)</u>
Total Other Financing Sources (Uses):	<u>\$ 1,105,340</u>	<u>\$ 1,719,081</u>	<u>\$ 1,175,338</u>	<u>\$ 1,698,171</u>	<u>\$ 12,532,526</u>
Net change in fund balances	<u>\$ 301,969</u>	<u>\$ (94,573)</u>	<u>\$ 198,546</u>	<u>\$ 4,315</u>	<u>\$ 359,705</u>
Fund Balances - Beginning of Year	<u>\$ 3,959,213</u>	<u>\$ 4,261,182</u>	<u>\$ 4,166,609</u>	<u>\$ 4,365,155</u>	<u>\$ 4,369,104</u>
Fund Balances - End of Year	<u><u>\$ 4,261,182</u></u>	<u><u>\$ 4,166,609</u></u>	<u><u>\$ 4,365,155</u></u>	<u><u>\$ 4,369,470</u></u>	<u><u>\$ 4,728,809</u></u>

Source: The Village's Annual Financial Statements, April 30, 2014 through 2018. See "APPENDIX A" for a copy of the Village's April 30, 2018 Comprehensive Annual Financial Report.

VILLAGE OF RANTOUL
Statement of Net Position
Electric Fund
Years Ended April 30,

<u>ASSETS</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Current Assets:						
Cash	\$ 1,311,452	\$ 1,221,200	\$ 6,834,747	\$ 1,843,168	\$ 1,225,452	\$ 2,221,025
Investments	5,000,000	5,000,000	-	5,000,000	5,000,000	5,000,000
Accounts Receivable	37,949	16,883	24,865	65,813	45,294	61,564
Accounts Receivable - Utilities	1,338,422	1,522,027	1,631,195	1,524,257	1,614,523	2,015,491
Advances	-	-	-	-	562,500	377,181
Other Receivables	3,217	3,217	3,217	2,758	2,758	2,758
Due from other funds	-	-	-	-	-	185,319
Inventories	781,752	641,835	826,637	839,811	843,601	874,838
Total Current Assets	\$ 8,472,792	\$ 8,405,162	\$ 9,320,661	\$ 9,275,807	\$ 9,294,128	\$ 10,738,176
Noncurrent Assets:						
Capital Assets Not Being Depreciated	\$ 344,137	\$ 354,012	\$ 79,009	\$ 206,554	\$ 1,613,689	\$ 1,780,957
Capital Assets Being Depreciated, Net	29,516,515	28,537,735	28,220,876	27,463,126	26,477,137	25,585,889
Total Noncurrent Assets	\$ 29,860,652	\$ 28,891,747	\$ 28,299,885	\$ 27,669,680	\$ 28,090,826	\$ 27,366,846
Total Assets	\$ 38,333,444	\$ 37,296,909	\$ 37,620,546	\$ 36,945,487	\$ 37,384,954	\$ 38,105,022
Deferred Outflows of Resources						
Pensions	\$ -	\$ -	\$ -	\$ 383,717	\$ 401,383	\$ 269,731
Deferred Loss on Bond Refunding	-	-	-	21,972	14,939	7,619
Total Deferred Outflows of Resources	\$ -	\$ -	\$ -	\$ 405,689	\$ 416,322	\$ 277,350
LIABILITIES						
Current liabilities:						
Accounts Payable	\$ 1,210,413	\$ 969,274	\$ 1,276,547	\$ 1,143,637	\$ 1,100,994	\$ 1,135,998
Payroll Liabilities	27,545	32,418	38,915	57,843	50,418	51,419
Deposits Payable	178,742	196,278	211,319	223,138	229,664	224,942
Due to Other Funds	-	26,318	22,940	22,639	-	-
Accrued Interest Payable	1,167	6,468	5,302	4,102	2,849	2,849
Compensated Absences	3,930	3,930	3,930	3,930	3,930	-
Bonds Payable Current Portion	16,000	175,000	180,000	188,000	191,000	197,000
Total Current Liabilities	\$ 1,437,797	\$ 1,409,686	\$ 1,738,953	\$ 1,643,289	\$ 1,578,855	\$ 1,612,208
Noncurrent Liabilities:						
Compensated Absences	\$ 57,902	\$ 80,452	\$ 86,104	\$ 70,545	\$ 89,220	\$ 79,308
Net Pension Liability	-	-	-	794,809	757,438	223,352
Bonds Payable Long-Term	1,060,701	726,493	551,932	391,565	199,424	1,236
Total Noncurrent Liabilities	\$ 1,118,603	\$ 806,945	\$ 638,036	\$ 1,256,919	\$ 1,046,082	\$ 303,896
Total Liabilities	\$ 2,556,400	\$ 2,216,631	\$ 2,376,989	\$ 2,900,208	\$ 2,624,937	\$ 1,916,104
Deferred Inflows of Resources						
Pensions	\$ -	\$ -	\$ -	\$ 32,177	\$ 19,066	\$ 464,100
Total Deferred Inflows of Resources	\$ -	\$ -	\$ -	\$ 32,177	\$ 19,066	\$ 464,100
NET POSITION						
Invested In Capital Assets, Net of Related Debt	\$ 28,783,951	\$ 27,990,254	\$ 27,567,953	\$ 26,984,548	\$ 27,700,402	\$ 27,168,610
Unrestricted	6,993,093	7,090,024	7,675,604	7,434,243	7,456,871	8,833,558
Total Net Position	\$ 35,777,044	\$ 35,080,278	\$ 35,243,557	\$ 34,418,791	\$ 35,157,273	\$ 36,002,168
Total Liabilities and Net Position	\$ 38,333,444	\$ 37,296,909	\$ 37,620,546	\$ 37,351,176	\$ 37,801,276	\$ 38,382,372

Source: The Village's Annual Financial Statements, April 30, 2014 through 2018. See "APPENDIX A" for a copy of the Village's April 30, 2018 Comprehensive Annual Financial Report.

VILLAGE OF RANTOUL
Statement of Revenues , Expenses, and Changes in Net Position
Electric Fund
Years Ended April 30,

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<u>Operating Revenues</u>					
Charges for Services	\$ 16,047,094	\$ 15,977,956	\$ 16,484,384	\$ 17,838,912	\$ 18,290,162
Total Operating Revenue	\$16,047,094	\$15,977,956	\$16,484,384	\$17,838,912	\$18,290,162
<u>Operating Expenses</u>					
Utility Operations	\$ 13,783,684	\$ 12,976,995	\$ 13,782,612	\$ 13,784,717	\$ 14,203,304
Depreciation	1,126,926	1,099,523	1,093,297	1,066,607	1,040,538
Total Operating Expenses	\$ 14,910,610	\$ 14,076,518	\$ 14,875,909	\$ 14,851,324	\$ 15,243,842
Operating Income (Loss)	\$ 1,136,484	\$ 1,901,438	\$ 1,608,475	\$ 2,987,588	\$3,046,320
<u>Nonoperating Revenues (Expenses):</u>					
Investment Income	\$ 6,119	\$ 917	\$ 6,596	\$ 25,878	\$ 29,184
Miscellaneous Revenue	15,224	14,336	42,360	84,640	359,587
Interest Expenses	292,319	287,038	(13,608)	(16,944)	(14,677)
Loss on Disposal of Assets	(24,693)	(17,184)	-	-	-
Total Nonoperating Revenues (Expenses)	\$ 288,969	\$ 285,107	\$ 35,348	\$ 93,574	\$ 374,094
Income (Loss) Before Contributions and Transfers	\$ 1,425,453	\$ 2,186,545	\$ 1,643,823	\$ 3,081,162	\$3,420,414
Transfers Out	(2,122,219)	(2,023,266)	(2,136,384)	(2,342,680)	(2,575,519)
Change in Net Position	\$ (696,766)	\$ 163,279	\$ (492,561)	\$ 738,482	\$ 844,895
Total Net Position, Beginning of Year	35,777,044	35,080,278	34,911,352	34,418,791	35,157,273
Prior Year Adjustment (1)	-	-	-	-	-
Total Net Position, End of Year	\$ 35,080,278	\$ 35,243,557	\$ 34,418,791	\$ 35,157,273	\$ 36,002,168

Source: The Village's Annual Financial Statements, April 30, 2014 through 2018. See "APPENDIX A" for a copy of the Village's April 30, 2018 Comprehensive Annual Financial Report.

VILLAGE OF RANTOUL
Statement of Net Position
Waste Water Fund
Years Ended April 30,

<u>ASSETS</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Current Assets:					
Cash	\$ 2,185,083	\$ 2,174,113	\$ 1,116,499	\$ 840,067	\$ 932,420
Investments	2,100,000	-	999,962	1,000,000	1,000,000
Accounts Receivable	125	-	426	421	-
Accounts Receivable - Utilities	298,713	313,241	295,791	328,361	353,964
Interest Receivable	-	-	41	-	-
Other Receivables	5,889	5,889	5,889	5,889	5,889
Prepaid Items	-	126,488	126,521	126,488	126,488
Total Current Assets	\$ 4,589,810	\$ 2,619,731	\$ 2,545,129	\$ 2,301,226	\$ 2,418,761
Noncurrent Assets:					
Deferred Charges	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Assets Not Being Depreciated	3,179,931	4,561,532	4,696,343	5,140,835	4,716,584
Capital Assets Being Depreciated, Net	14,133,345	14,361,453	14,084,122	13,563,444	13,587,021
Total Noncurrent Assets	\$ 17,313,276	\$ 18,922,985	\$ 18,780,465	\$ 18,704,279	\$ 18,303,605
Total Assets	\$ 21,903,086	\$ 21,542,716	\$ 21,325,594	\$ 21,005,505	\$ 20,722,366
Deferred Outflows of Resources					
Pensions	\$ -	\$ -	\$ 153,630	\$ 156,754	\$ 93,170
Deferred Loss on Bond Refunding	-	-	-	-	-
Total Deferred Outflows of Resources	\$ -	\$ -	\$ 153,630	\$ 156,754	\$ 93,170
LIABILITIES					
Current liabilities:					
Accounts Payable	\$ 553,531	\$ 191,225	\$ 323,074	\$ 224,607	\$ 527,828
Payroll Liabilities	13,233	14,439	28,508	21,305	24,242
Due to Other Funds	10,674	10,674	10,674	-	-
Accrued Interest Payable	122,042	143,998	147,076	100,848	100,848
Compensated Absences	3,024	3,024	3,024	3,024	-
Bonds Payable Current Portion	410,000	440,914	442,323	449,618	471,395
Total Current Liabilities	\$ 1,112,504	\$ 804,274	\$ 954,679	\$ 799,402	\$ 1,124,313
Noncurrent Liabilities:					
Compensated Absences	\$ 30,108	\$ 43,309	\$ 42,354	\$ 49,931	\$ 61,868
Net Pension Liability	\$ -	\$ -	\$ 318,222	\$ 302,718	\$ 92,530
Bonds Payable Long-Term	8,386,989	8,117,482	7,635,971	7,163,974	6,669,456
Total Noncurrent Liabilities	\$ 8,417,097	\$ 8,160,791	\$ 7,996,547	\$ 7,516,623	\$ 6,823,854
Total Liabilities	\$ 9,529,601	\$ 8,965,065	\$ 8,951,226	\$ 8,316,025	\$ 7,948,167
Deferred Inflows of Resources					
Pensions	\$ -	\$ -	\$ 32,212	\$ 34,598	\$ 182,916
Deferred Loss on Bond Refunding	-	-	16,309	15,050	13,748
Total Deferred Inflows of Resources	\$ -	\$ -	\$ 48,521	\$ 49,648	\$ 196,664
NET POSITION					
Invested In Capital Assets, Net of Related Debt	\$ 10,917,918	\$ 10,364,589	\$ 10,685,864	\$ 10,685,864	\$ 11,162,754
Unrestricted	1,455,567	2,213,062	1,793,613	2,110,722	1,507,951
Total Net Position	12,373,485	12,577,651	12,479,477	12,796,586	12,670,705
Total Liabilities and Net Position	\$ 21,903,086	\$ 21,542,716	\$ 21,430,703	\$ 21,112,611	\$ 20,618,872

Source: The Village's Annual Financial Statements, April 30, 2014 through 2018. See "APPENDIX A" for a copy of the Village's April 30, 2018 Comprehensive Annual Financial Report.

VILLAGE OF RANTOUL
Statement of Revenues , Expenses, and Changes in Net Position
Waste Water Fund
Years Ended April 30,

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<u>Operating Revenues</u>					
Charges for Services	\$ 2,790,548	\$ 2,641,056	\$ 2,887,536	\$ 2,977,809	\$ 2,929,273
Total Operating Revenue	\$2,790,548	\$2,641,056	\$2,887,536	\$2,977,809	\$2,929,273
<u>Operating Expenses</u>					
Utility Operations	\$ 1,066,822	\$ 1,081,140	\$ 1,483,325	\$ 1,269,488	\$ 1,600,577
Depreciation	690,824	583,577	601,028	609,460	628,229
Total Operating Expenses	\$ 1,757,646	\$ 1,664,717	\$ 2,084,353	\$ 1,878,948	\$ 2,228,806
Operating Income (Loss)	\$ 1,032,902	\$ 976,339	\$ 803,183	\$ 1,098,861	\$ 700,467
<u>Nonoperating Revenues (Expenses):</u>					
Investment Income	\$ 2,353	\$ 5,329	\$ 2,335	\$ 4,651	\$ 6,020
Miscellaneous Revenue	439	80,760	287	905	38,941
Interest Expenses	(159,961)	(384,279)	(297,582)	(244,829)	(278,061)
Loss on Disposal of Assets	-	-	-	-	-
Total Nonoperating Revenues (Expenses)	\$ (157,169)	\$ (298,190)	\$ (294,960)	\$ (239,273)	\$ (233,100)
Income (Loss) Before Contributions and Transfers	\$ 875,733	\$ 678,149	\$ 508,223	\$ 859,588	\$ 467,367
Contributions	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers In	65,880	-	-	47,629	47,629
Transfers Out	(409,023)	(473,983)	(489,009)	(590,108)	(640,877)
Change in Net Position	\$ 532,590	\$ 204,166	\$ 19,214	\$ 317,109	\$ (125,881)
Total Net Position, Beginning of Year	11,840,895	12,373,485	12,460,263	12,479,477	12,796,586
Prior Year Adjustment (1)	-	-	-	-	-
Total Net Position, End of Year	\$ 12,373,485	\$ 12,577,651	\$ 12,479,477	\$ 12,796,586	\$ 12,670,705

Source: The Village's Annual Financial Statements, April 30, 2014 through 2018. See "APPENDIX A" for a copy of the Village's April 30, 2018 Comprehensive Annual Financial Report.

VILLAGE OF RANTOUL
Statement of Net Position
Water Fund
Years Ended April 30,

<u>ASSETS</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Current Assets:					
Cash	\$ 518,195	\$ 1,019,154	\$ 648,420	\$ 453,139	\$ 50
Investments	500,000	-	499,992	3,000,000	2,500,000
Accounts Receivable	11,101	6,799	7,256	7,211	9,444
Accounts Receivable - Utilities	214,374	252,533	227,376	299,299	342,669
Interest Receivable	1,192	1,192	1,192	1,192	1,192
Other Receivables	987	987	987	626	626
Inventories	73,211	78,782	89,277	89,279	81,619
Prepaid Items	-	101,063	101,063	101,063	101,063
Total Current Assets	\$ 1,319,060	\$ 1,460,510	\$ 1,575,563	\$ 3,951,809	\$ 3,036,663
Noncurrent Assets:					
Deferred Charges	\$ 644,843	\$ -	\$ -	\$ -	\$ -
Capital Assets Not Being Depreciated	-	110,155	110,155	1,055,618	2,538,364
Capital Assets Being Depreciated, Net	10,709,928	10,915,499	10,566,054	10,216,606	9,906,922
Total Noncurrent Assets	\$11,354,771	\$11,025,654	\$10,676,209	\$11,272,224	\$12,445,286
Total Assets	\$12,673,831	\$12,486,164	\$12,251,772	\$15,224,033	\$15,481,949
Deferred Outflows of Resources					
Pensions	\$ -	\$ -	\$ 154,478	\$ 173,804	\$ 109,771
Deferred Loss on Bond Refunding	-	-	-	-	-
Total Deferred Outflows of Resources	\$ -	\$ -	\$ 154,478	\$ 173,804	\$ 109,771
LIABILITIES					
Current liabilities:					
Accounts Payable	\$ 51,154	\$ 46,315	\$ 66,174	\$ 66,005	\$ 378,581
Payroll Liabilities	14,772	13,330	28,243	20,592	21,942
Deposits Payable	36,655	38,273	40,906	43,201	42,117
Due to Other Funds	7,505	4,853	5,131	-	-
Accrued Interest Payable	39,354	58,375	62,039	112,774	214,853
Compensated Absences	6,733	6,733	6,733	6,733	112,774
Bonds Payable Current Portion	180,000	202,716	196,692	273,775	331,765
Total Current Liabilities	\$ 336,173	\$ 370,595	\$ 405,918	\$ 523,080	\$ 1,102,032
Noncurrent Liabilities:					
Compensated Absences	\$ 38,021	\$ 35,966	\$ 51,960	\$ 44,939	\$ 57,159
Net Pension Liability	\$ -	\$ -	\$ 319,977	\$ 305,518	\$ 92,081
Bonds Payable Long-Term	2,802,578	2,738,786	2,512,815	5,216,297	4,863,761
Total Noncurrent Liabilities	\$ 2,840,599	\$ 2,774,752	\$ 2,884,752	\$ 5,566,754	\$ 5,013,001
Total Liabilities	\$ 3,176,772	\$ 3,145,347	\$ 3,290,670	\$ 6,089,834	\$ 6,115,033
Deferred Inflows of Resources					
Pensions	\$ -	\$ -	\$ 13,163	\$ 7,523	\$ 185,373
Deferred Loss on Bond Refunding	-	-	13,032	12,026	10,970
Total Deferred Inflows of Resources	\$ -	\$ -	\$ 26,195	\$ 19,549	\$ 196,343
NET POSITION					
Invested In Capital Assets, Net of Related Debt	\$ 8,372,193	\$ 8,084,152	\$ 7,953,669	\$ 7,130,766	\$ 7,130,766
Unrestricted	1,124,866	1,256,665	1,135,716	2,157,688	2,149,578
Total Net Position	9,497,059	9,340,817	9,089,385	9,288,454	9,280,344
Total Liabilities and Net Position	\$12,673,831	\$12,486,164	\$12,380,055	\$15,378,288	\$15,395,377

Source: The Village's Annual Financial Statements, April 30, 2014 through 2018. See "APPENDIX A" for a copy of the Village's April 30, 2018 Comprehensive Annual Financial Report.

VILLAGE OF RANTOUL
Statement of Revenues, Expenses, and Changes in Net Position
Water Fund
Years Ended April 30,

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<u>Operating Revenues</u>					
Charges for Services	\$ 1,629,631	\$ 1,609,877	\$ 1,661,798	\$ 2,192,345	\$ 2,258,296
Total Operating Revenue	\$1,629,631	\$1,609,877	\$1,661,798	\$2,192,345	\$2,258,296
<u>Operating Expenses</u>					
Utility Operations	\$ 857,839	\$ 859,646	\$ 896,948	\$ 873,398	\$ 1,194,675
Depreciation	334,323	349,447	349,445	349,448	355,129
Total Operating Expenses	\$ 1,192,162	\$ 1,209,093	\$ 1,246,393	\$ 1,222,846	\$ 1,549,804
Operating Income (Loss)	\$ 437,469	\$ 400,784	\$ 415,405	\$ 969,499	\$ 708,492
<u>Nonoperating Revenues (Expenses):</u>					
Investment Income	\$ 2,789	\$ 1,734	\$ 1,199	\$ 3,042	\$ 18,115
Miscellaneous Revenue	30,062	9,113	3,433	16,376	9,943
Interest Expenses	(125,740)	(136,662)	(70,887)	(173,782)	(206,149)
Loss on Disposal of Assets	-	-	-	-	-
Total Nonoperating Revenues (Expenses)	\$ (92,889)	\$ (125,815)	\$ (66,255)	\$ (154,364)	\$ (178,091)
Income (Loss) Before Contributions and Transfers	\$ 344,580	\$ 274,969	\$ 349,150	\$ 815,135	\$ 530,401
Contributions	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers In	-	-	-	-	226,317
Transfers Out	(520,028)	(431,211)	(467,010)	(616,066)	(764,828)
Change in Net Position	\$ (175,448)	\$ (156,242)	\$ (117,860)	\$ 199,069	\$ (8,110)
Total Net Position, Beginning of Year	\$ 9,672,507	\$ 9,497,059	\$ 9,207,245	\$ 9,089,385	\$ 9,288,454
Prior Year Adjustment (1)	\$ -				
Total Net Position, End of Year	\$ 9,497,059	\$ 9,340,817	\$ 9,089,385	\$ 9,288,454	\$ 9,280,344

Source: The Village's Annual Financial Statements, April 30, 2014 through 2018. See "APPENDIX A" for a copy of the Village's April 30, 2018 Comprehensive Annual Financial Report.

PENSION PLANS

See **Note 8** of the Village's April 30, 2018 Comprehensive Annual Financial Report summarizes the retirement commitments in detail. Please see **APPENDIX A** for a copy of the Village's 2018 Comprehensive Annual Financial Report.

Contact Person/ Initial Dissemination Agent

Financial Information and Notices of material Events can be obtained from the Dissemination Agent:

Comptroller
Village of Rantoul
333 South Tanner
Rantoul, Illinois 61866
(217) 893-1661

SIGNATURE OF ACCEPTANCE

The undersigned, as the Dissemination Agent, on behalf of the Village of Rantoul, Illinois has reviewed that the information enclosed constitutes the Annual Report which is required to be provided pursuant to the Village's Continuing Disclosure Undertaking.

Dated: 11-16-18

VILLAGE OF RANTOUL, ILLINOIS

By:  _____

Its: _____

APPENDIX A

Comprehensive Annual Financial Report for
Year Ending April 30, 2018

LAW OFFICES OF

EVANS, FROEHLICH, BETH & CHAMLEY

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
44 MAIN STREET, THIRD FLOOR
CHAMPAIGN, ILLINOIS 61820

KENNETH N. BETH
JOSEPH P. CHAMLEY

TELEPHONE (217) 359-6494
FACSIMILE (217) 359-6468

JAMES W. EVANS
RETIRED

KURT P. FROEHLICH
(1943-2014)

November 1, 2018

Charles Smith, Village President
Village of Rantoul
333 S. Tanner Street
Rantoul, IL 61866

Re: Engagement Letter

Dear Mayor Smith:

Kenneth N. Beth, of the firm of Evans, Froehlich, Beth & Chamley, agrees to provide the Village of Rantoul (the "**Village**") with certain legal services and representation as its Village Attorney. The purpose of this letter is to confirm the terms on which I propose to be retained by the Village as its Village Attorney effective as of November 1, 2018.

As Village Attorney, I will continue to provide the legal services and certain related expenses and costs as outlined below for a retainer fee of \$3,000 per month. This retainer fee includes: (i) preparation for and attendance at all regular and study session meetings of the President and Board of Trustees, including the review of agendas and routine legislative actions; (ii) furnishing general legal advice to elected and appointed Village officials on an as-needed basis; (iii) communications with the news media, the public and Village Court defendants, as required; (iv) review of new legislation and court decisions affecting the Village; and (v) certain routine costs and expenses incurred in performing these and other services including first-class mailings, photocopying, computerized research, travel within Champaign County and long distance telephone and faxing.

Kenneth N. Beth will be the partner who will have primary responsibility in this matter, but I may be assisted by another lawyer in our firm, if needed. Mr. Beth's services other than those described above are billed at the rate of \$190.00 per hour for all services as Village Attorney, except for any services related to tax increment financing and other economic development matters which are billed at the rate of \$275.00 per hour. Any services provided as Bond Counsel are expressly excluded from any such hourly rates and will be billed on a flat fee transactional basis for each financing.

In addition to my fees, the firm will be entitled to payment or reimbursements for extraordinary costs and expenses incurred in performing legal services including, but not limited to, any mass mailings, overnight delivery services, travel to locations outside Champaign County (including mileage, parking, lodging and meals, if applicable), court costs, filing fees, court reporting fees and recording fees. Unless special arrangements are made at the outset, fees and expenses of others will not be paid by our firm and will be the responsibility of, and billed directly to, the Village.

Charles Smith, Village President
Page Two
November 1, 2018

It is difficult, if not impossible, to predict with any degree of certainty the total fees and costs that will be incurred. Factors and circumstances beyond my control affect the cost of the legal services I am providing. However, I and our firm will use our best efforts to maximize our efficiency and minimize the Village's costs.

I will send monthly, detailed billings that are payable upon receipt. Such billings will include all legal fees incurred and will detail any costs or expenses that have been advanced on behalf of the Village. In some instances, expenses may also be submitted directly to the Village for payment and will not be advanced by our firm.

You shall have the right at any time to terminate the services and representation of me and our firm upon written notice to our firm. Such termination shall not, however, relieve the Village of the obligation to pay for all services rendered and costs or expenses paid or incurred on behalf of the Village prior to the time of such termination.

If the foregoing correctly reflects your understanding of the terms and conditions of my representation, please indicate acceptance by executing the enclosed copy of this letter in the space provided below and return it to our office.

I appreciate your retention of me and our firm and very much look forward to continuing our working relationship with you and the other Village officials.

Very truly yours,

EVANS, FROEHLICH, BETH & CHAMLEY

By: _____
Kenneth N. Beth

KNB/vs

Agreed and accepted this ____ day of October, 2018.

By: _____
Its Village President

**Rantoul Village Board of Trustees
Regular Study Session
November 6, 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, Trustees Gamel, Chad Smith, Fox, Johnson and Workman – 6.

The following representatives of Village Departments were also present: Scott Eisenhauer, Administrator; Pat Chamberlin, Comptroller; 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; Ken Turner, Community Development; Eric Vences, Airport; Ken Beth, Village Attorney; and Mike Graham Clerk.

Trustee Fox moved to approve the Agenda as amended and Trustee Johnson seconded the motion. The Clerk Called the roll and the Motion carried **5 – 0**.

Recognition of Janet Gray – recipient of the Municipal Illinois Clerk’s Illian Crabel Clerk of the Year Award for 2018. Mayor Smith recognized Mrs. Gray for her award that was presented at the Annual Meeting of Municipal Illinois Clerks held on October 17, 2018.

Presentation of Audit – Greg Manning, Crowe, LLC. Mr. Manning went through an abbreviated hand out concerning the Fiscal Year Ending April 30, 2018 Audit. Trustee Chad Alan Smith asked if the Village of Rantoul complied with all State of Illinois Laws and the General Financial Health of the Village of Rantoul as of April 30, 2018. Mr. Manning indicated that the Village of Rantoul had complied with all State Laws during 2018 and that the Village of Rantoul Net Position, as defined by the Governmental Accounting Standard Board (GASB) had increased by ten million dollars of Fiscal Year Ending April 30, 2018.

Public Participation

Paula Hopkins spoke about the brick buildings accident in Downtown Rantoul that happened on June 8, 2018 and her frustration with acquiring a Building Facade Grant and a Micro Loan to repair her Building the House of Flowers. The Mayor indicated that he and the Village of Rantoul staff would look into this immediately.

Items from the Mayor

The Mayor had no items for the Rantoul Village Board at this meeting.

Items from Trustees

The Trustees had no items to discuss at this meeting.

Items from the Clerk

- Minutes from Special Board Meeting, September 4, 2018
- Minutes from Regular Study Session, September 4, 2018
- Minutes from Regular Board Meeting, September 11, 2018
- Minutes from the Study Session, October 2, 2018
- Minutes from the Regular Board Meeting, October 9, 2018
- Minutes from the Special Board Meeting, October 23, 2018

Items from the Administrator

The New Administrative Officer, Scott Eisenhower indicated that he was excited to start the new position. Mr. Eisenhower indicated that he had purchased a residence in Rantoul and would be moving to Rantoul after the Closing sometime after the holidays. He further indicated that he was enrolled in Eastern Illinois University to complete his Bachelor's Degree.

"NOTE FROM RANTOUL VILLAGE CLERK, UNLESS OTHERWISE SPECIFIED BELOW ALL OF THE AGENDA ITEMS WILL BE TAKEN TO THE REGULAR VILLAGE BOARD MEETING, TUESDAY, November 13, 2018."

- Approval of Bills and Monthly Financial Reports.
- Resolution determining the amounts of money for the 2018 Tax Levy.
- Intergovernmental Agreement - Ludlow Township Road District.
- Agreement Coldwell Banker Devonshire Realty.
- Contract with Leander Construction – Water Plant Chlorination System Improvements - \$83,871.00.
- Engineering Agreement re Disinfection System at Water Plant.
- Airport Engineering Consulting Services – Hutchison Engineering, Inc.
- Fifth Amendment to Sales Agreement Hangers 1, 2, 3, 4: and 1 Aviation Drive.
- 2014 IDNR PARC Grant.
- 2019 OSLAD Grant Program.

Adjournment

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

MEETING ADJOURNED AT 7:04 P.M.

Mike Graham
Village Clerk

APPROVED December 11, 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 November 6, 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
November 13, 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 Mayor Smith, opening the meeting with a prayer. Following the invocation, Trustee Fox led the audience in recitation of the Pledge of Allegiance.

Roll Call

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

Mayor Smith and Trustees, Hall, Gamel, Chad Smith, Fox, Johnson and Workman - 7.

The following representatives of Village Departments were also present: Scott Eisenhauer, Administrator; Ken Beth, Attorney; Eric Vences, Airport Director; Luke Humphrey, Recreation Department; Ken Waters, Fire Chief; Tony Brown, Police Chief; Ken Turner, Community Development Director; and Elected Village Clerk Mike Graham.

Approval of Agenda

Trustee Hall moved to approve the agenda for the meeting. Trustee Chad Smith, seconded the motion. The Clerk Called the Roll and the motion carried **6 - 0**.

Public Participation

Rose Smith thanked the Board for Chicken - Hen Ordinance No. 2557 passed December 12, 2017. Currently there are six Licensees and she hopes to expand the number next year.

Loise Haines asked the Board to consider upgrading the Heritage Park area. Ms. Haines also indicated that a prominent Citizen in Rantoul continued to post negative comments about Downtown Businesses and asked if someone the Village of Rantoul could contact this person and asked them to consider discontinuing this negativity.

Wendell Golston asked when the Mayor was going to get around to appointing the committee that he had requested some months ago to pursue the Honorary Street Naming Program.

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

Motion to approve the bills and monthly Financial Reports. Trustee Fox moved for approval and Trustee Hall seconded the motion.

Motion to authorize and approve a contract for Water Treatment Plant Chlorination System Improvements – Leander Construction, Inc. - \$83,817.00. Trustee Johnson moved for approval and Trustee Fox seconded the motion.

Motion to authorize and approve Engineering Agreement with Burns & McDonnell of hypochlorite disinfection system at the Water Treatment Plant – not to exceed \$23,000.00. Trustee Fox moved for approval and Trustee Gamel seconded the motion.

Motion to authorize and approve consultant retainer agreement with Hutchison Engineering, Inc. Trustee moved Hall to approve and Trustee Fox seconded the motion. Trustee moved for approval and Trustee seconded the motion.

Motion to authorize and approve Resolution of Authorization to submit application for Illinois Park and Recreational Facility Construction Grant Program. Trustee moved Gamel for approval and Trustee Workman seconded the motion.

Motion to authorize and approve Resolution of Authorization to submit application for 2019 OSLAD Grant Program. Trustee Workman moved for approval and Trustee Hall seconded the motion.

Motion to pass Resolution No. 11-18-1270, A RESOLUTION DETERMINING THE AMOUNTS OF MONEY NECESSARY TO BE RAISED BY THE TAX LEVY FOR THE 2018 TAX LEVY YEAR PUSUANT TO THE TRUTH IN TAXATION LAW. Trustee Chad Smith moved for approval and Trustee Fox seconded the motion.

The Clerk Called the Roll:

YEAS: Gamel, Chad Smith, Fox, Johnson – **4**.
NAYS: Workman, Hall – **2**.
ABSENT: NONE – **0**.

The motion carried by a Roll Call Vote of **4 – 2**.

Motion to pass Resolution No.11-18-1271, A RESOLUTION AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF RANTOUL AND THE LUDLOW TOWNSHIP ROAD

DISTRICT CONCERNING THE MAINTENANCE OF MURRY ROAD (CR 1500 E); CEMETERY ROAD (CR 3050 N), and North OHIO AVENUE (1600 N). Trustee Hall moved to approve and Trustee Johnson seconded the motion.

Motion to pass Resolution No. 11-18-1272, A RESOLUTION AUTHORIZING AND APPROVING AN ADDENDUM TO AN EXCLUSIVE RIGHT TO SELL LISSTING AGREEMENT (Coldwell Banker Devonshire). Trustee Hall moved for approval and Trustee Fox seconded the motion.

Motion to pass Resolution No.11-18-1273, A RESOLUTION IN SUPPORT OF A SAFE ROUTE SCHOOLS GRANT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (Safe Routes to School Grant). Trustee Hall moved for approval and Trustee Fox seconded the motion.

Motion to pass Ordinance No. 2590, AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE OF REAL ESTATE, OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS AND CERTAIN RELATED LEASE AGREEMENTS IN CONNECTION THERESWITH (735, 801 AND 909 Pacesetter Drive and 1 Aviation Center Drive). Trustee Fox moved to approve and Trustee Gamel seconded the motion.

Trustee Fox moved to adjourn the meeting and Trustee Hall seconded the motion.

The Clerk called the Roll and the motion passed **6 – 0**.

Meeting Adjourned: 6:43 P.M.

Approved December 11, 2018

Charles Smith
Village President

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 November 13, 2018 as the same appears on the records of the Village now in my custody and keeping.

Mike Graham, Village Clerk

MICHAEL P. GRAHAM, C.P.A.

P.O. Box 982 • 216 East Sangamon Ave., Suite B • Rantoul, IL 61866-0982
Telephone (217) 893-9250 Fax (217) 893-9230
E mail: mikepgraham@earthlink.net

VILLAGE OF RANTOUL ANNUAL MEETING SCHEDULE 2019

STUDY SESSIONS MEETINGS

JANUARY 8, 2019
FEBRUARY 5, 2019
MARCH 5, 2019
APRIL 2, 2019
MAY 7, 2019
JUNE 4, 2019
JULY 9, 2019
AUGUST 6, 2019
SEPTEMBER 3, 2019
OCTOBER 1, 2019
NOVEMBER 5, 2019
DECEMBER 3, 2019

REGULAR BOARD MEETINGS

JANUARY 15, 2019
FEBRUARY 12, 2019
MARCH 12, 2019
APRIL 9, 2019
MAY 14, 2019
JUNE 11, 2019
JULY 16, 2019
AUGUST 13, 2019
SEPTEMBER 10, 2019
OCTOBER 8, 2019
NOVEMBER 12, 2019
DECEMBER 10, 2019



Mike Paul Red Graham, CPA
Elected Village Clerk
December 4, 2018

ORDINANCE NO. 2593

**AN ORDINANCE
LEVYING TAXES FOR THE VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS, FOR THE 2018 TAX LEVY YEAR**

-- ANNUAL TAX LEVY ORDINANCE --

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) is duly established and operates under and in accordance with the provisions of the Constitution and laws of the State of Illinois, including the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.), as specifically supplemented and amended by the power and authority of the Village as a Home Rule Unit of Local Government under Section 6, Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the provisions of Section 8-2-9.1 through Section 8-2-9.10 of the Illinois Municipal Code (65 ILCS 5/8-2-9.1 through 5/8-2-9.10), as supplemented and amended by the power and authority of the Village as a Home Rule Unit of Local Government, are effective in and for the Village, the same having been adopted by Ordinance No. 1547, passed on September 9, 1997, by a two-thirds vote of the President and Board of Trustees (the “**Corporate Authorities**”) of the Village and approved by the Village President on the same date as Article I, entitled “Annual Budget”, of Chapter 28, entitled “Finance” of the Village of Rantoul Code-1977, as subsequently supplemented and amended and now codified as Article II, entitled “Annual Budget”, of Chapter 14, entitled “FINANCE”, of the Code of Ordinances, Village of Rantoul, Illinois; and

WHEREAS, Ordinance No. 2568, AN ORDINANCE APPROVING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2018-2019, which was passed by the Corporate Authorities of the Village on April 17, 2018, and approved by the Village President on the same date, passed, approved and adopted an annual budget for the fiscal year of the Village beginning May 1, 2018, and ending April 30, 2019, which such annual budget has, by subsequent ordinances duly passed and approved by the Corporate Authorities, been supplemented and amended (as so supplemented and amended, the “**Annual Budget**”); and

WHEREAS, the Corporate Authorities of the Village desire to levy upon all property subject to taxation within the Village, as that property is assessed and equalized for state and county purposes for the 2018 tax levy year, the respective amounts set forth in this Ordinance, which such amounts are deemed necessary to defray the related expenses and liabilities for all such corporate purposes of the Village as have been appropriated for such purposes in the Annual Budget.

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

Section 1. The provisions of the Annual Budget are hereby incorporated into this Ordinance to the same extent as if set forth in full herein. The total maximum amount of appropriations in the Annual Budget for all corporate purposes of the Village (except for appropriations for principal and interest due on outstanding bonded indebtedness, if any), which are legally made to be collected from the tax levy for the 2018 tax levy year, is hereby ascertained to be the sum of Five Hundred Ninety-Three Thousand Seven Hundred Twenty Dollars (\$593,720).

Section 2. The sum of Five Hundred Ninety-Three Thousand Seven Hundred Twenty Dollars (\$593,720), being the total of the appropriations heretofore legally made in the Annual Budget which is to be collected from the tax levy for the 2018 tax levy year for all corporate purposes of the Village, including the purposes of providing for a General Fund, a Police Pension Fund and the Rantoul Public Library Fund, (but excepting principal and interest due on outstanding bonded indebtedness, the levies for which are made in separate ordinances, if any), as all such Funds have been appropriated in the Annual Budget for the current fiscal year of the Village, be and the same is hereby levied upon all of the taxable property in the Village subject to taxation for the 2018 tax levy year as such taxable property is equalized and assessed for state and county purposes. The specific amounts levied for the various purposes identified herein below are separately included herein by being placed in separate columns under the heading “Amounts to be Levied”, which appears over the same, the tax so levied being for the current fiscal year of the Village and for the appropriations in the Annual Budget to be collected from such tax levy, the total of which has been ascertained as aforesaid and being as follows:

	<u>2018-2019</u> <u>Appropriation</u>	<u>Amounts to</u> <u>be Levied</u>
<u>POLICE PENSION FUND:</u>		
Government Administration Department (General Government Activities)		
Employee Benefits		
For Police Pension	\$2,308,290	\$72,000
IMRF		\$48,000
<u>RANTOUL PUBLIC LIBRARY FUND:</u>		
Total Library Expenses	\$501,200	
For Library Fund		\$473,720
TOTAL AMOUNT LEVIED		\$593,720

Section 3. The total amount of Five Hundred Ninety-Three Thousand Seven Hundred Twenty Dollars (\$593,720), ascertained as provided in Sections 1 and 2 of this Ordinance above and as further summarized below, be, and the same is, hereby levied and assessed on all property subject to taxation within the Village according to the value of said property as the same is assessed and equalized for state and county purposes for the 2018 tax levy year:

SUMMARY

Police Pension Fund	72,000
IMRF	48,000
Library	<u>473,720</u>
TOTAL AMOUNT LEVIED	\$593,720

Section 4. This Ordinance is adopted by the Corporate Authorities pursuant to the general procedures set forth in Section 8-3-1 of the Illinois Municipal Code (65 ILCS 5/8-3-1), including as specifically supplemented and amended by the power and authority of the Village as a Home Rule Unit of Local Government under Section 6, Article VII of the Constitution of the State of Illinois; provided, however, that any tax rate limitation or any other substantive limitation as to tax levies in the Illinois

Municipal Code or otherwise in conflict with this Ordinance shall not be applicable to this Ordinance pursuant to such Section 6, Article VII of the Constitution of the State of Illinois.

Section 5. There is hereby certified to the County Clerk of Champaign County, Illinois, the several sums aforesaid, constituting the total amount (exclusive of the separate levies for principal and interest due on outstanding bonded indebtedness, if any) of Five Hundred Ninety-Three Thousand Seven Hundred Twenty Dollars (\$593,720), which total amount the Village requires to be raised by taxation for the 2018 tax levy year, and the Village Clerk of the Village is hereby ordered and directed to file a certified copy of this Ordinance with the County Clerk of Champaign County, Illinois, on or before the date required by law.

Section 6. If any provisions of this Ordinance or the application of such provisions to any circumstances is held invalid for any reason whatsoever, the remainder of this Ordinance or the application of such provisions of this Ordinance to other circumstances shall not be affected thereby.

Section 7. This Ordinance shall take effect and be in full force and effect immediately on and after its passage and approval as required by law.

This Ordinance is hereby passed, the “ayes” and “nays” being called, by the concurrence of a majority of the Corporate Authorities then holding office at a regular meeting on the date set forth below upon a roll call vote as follows:

“Ayes” _____
“Nays” _____
“Absent” _____

PASSED this 11th day of December, 2018.

Village Clerk

APPROVED this 11th day of December, 2018.

Village President

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

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified 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 11th day of December, 2018, insofar as same relates to the adoption of Ordinance No. 2593, entitled:

AN ORDINANCE LEVYING TAXES FOR THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, FOR THE 2018 TAX LEVY YEAR,

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Rantoul, Champaign County, Illinois, this 11th day of December, 2018.

(SEAL)

Village Clerk

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

CERTIFICATE OF COMPLIANCE
WITH THE TRUTH IN TAXATION LAW OF THE STATE OF ILLINOIS

I, CHARLES R. SMITH, the Village President of the Village of Rantoul, Champaign County, Illinois (the “**Village**”), hereby certify that I am the presiding officer of the Village and as such presiding officer I hereby further certify, pursuant to and in accordance with Section 18-90 of the “Truth in Taxation Law” (35 ILCS 200/18-90), that ORDINANCE NO. 2593, the ANNUAL TAX LEVY ORDINANCE, a copy of which is appended hereto, was adopted pursuant to, and in all respects in compliance with, the provisions of Section 18-60 through and including Section 18-85 of said “Truth in Taxation Law” (35 ILCS 200/18-60 to 200/18-85). The total amount levied by the Village under such ORDINANCE NO. 2593, the ANNUAL TAX LEVY ORDINANCE, is not more than 105% of the amount, exclusive of election costs, which has been extended or is estimated will be extended, plus any amount abated by the Village before any such extension, upon the final aggregate levy of the Village for the preceding tax levy year, and, accordingly, no public notice and no public hearing were required under and pursuant to Section 18-70 of said “Truth in Taxation Law” (35 ILCS 200/18-70).

Dated this 11th day of December, 2018.

Charles R. Smith, President

ORDINANCE NO. 2594

**AN ORDINANCE
AUTHORIZING THE REDUCTION BY ABATEMENT OF TAX LEVY
FOR THE 2018 TAX LEVY YEAR FOR THE GENERAL OBLIGATION
REFUNDING BONDS, SERIES 2012A, OF THE VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2332**

WHEREAS, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”), on the 11th day of December, 2012, adopted a certain ordinance, to-wit: ORDINANCE NO. 2332, entitled AN ORDINANCE OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS (the “**Bond Ordinance**”), including as supplemented by a Bond Order dated December 18, 2012 (the “**Bond Order**”), which Bond Ordinance and Bond Order were duly filed with the County Clerk of Champaign County, Illinois (the “**County Clerk**”) on the 26th day of December, 2012; and

WHEREAS, Section 8 of the Bond Ordinance, including as supplemented by part 3 of the Bond Order, authorizes and directs the County Clerk, for each of the years 2012 through 2019, with both of such years to be included, to levy an amount of money sufficient each year to pay the principal and interest due on the \$1,540,000 initial principal amount General Obligation Refunding Bonds, Series 2012A (the “**Bonds**”) authorized by the Bond Ordinance and the Bond Order; and

WHEREAS, the Village Comptroller of the Village has certified to the Corporate Authorities that there is on hand sufficient funds in the Principal and Interest Account established under Section 10 of the Bond Ordinance for the payment of principal and interest on the TIF Bonds (as defined in the bond ordinance for the Series 2003 Bonds currently refunded by the Bonds, the “**Prior Bond Ordinance**”) authorized by the Bond Ordinance and the Bond Order through and including January 1, 2020; and

WHEREAS, the Corporate Authorities find and determine that the Village has sufficient funds from other sources now available for deposit into the Principal and Interest Account for payment of the principal and interest on the TIF Bonds (as defined in the Prior Bond Ordinance) through and including January 1, 2020, and that there is no need to levy funds for such purpose for the 2018 tax levy year.

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

That the tax levy heretofore authorized under Section 8 of the Bond Ordinance, as supplemented by part 3 of the Bond Order, in the amount of \$226,050.00 for the 2018 tax levy year (to be received in 2019) be and the same is hereby reduced by abatement in connection with the tax levy for the TIF Bonds as follows:

<u>Tax Levy For the Year</u>	<u>New Levy Amount (After Abatement) A Tax Sufficient to Produce the Sum of</u>	<u>Amount Abated</u>
2018	\$78,000.00 [instead of \$226,050.00]	\$148,050.00

The County Clerk is hereby directed to abate taxes as set forth above and to ascertain the rate per cent required to produce the amount of the aggregate tax hereinabove provided under the heading “New Levy Amount”, if any, to be levied for the 2018 tax levy year, and to extend the same for collection on the tax books in connection with other taxes levied in such year in and by the Village for general corporate purposes of the Village and, when collected, such taxes shall be used solely for the purpose of paying the principal of and interest on the Bonds as the same become due and payable. The tax levy shall be reduced by abatement by the amount hereinabove provided under the heading “Amount Abated”. Otherwise the Bond Ordinance and the Bond Order shall be given effect according to their terms.

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 11th day of December, 2018.

Village Clerk

APPROVED this 11th day of December, 2018.

Village President

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

CERTIFICATION OF ORDINANCE

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

I do further certify that the attached constitutes a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 11th day of December, 2018, insofar as same relates to the adoption of Ordinance No. 2594, entitled:

AN ORDINANCE AUTHORIZING THE REDUCTION BY ABATEMENT OF TAX LEVY FOR THE 2018 TAX LEVY YEAR FOR THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A, OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2332,

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Rantoul, Champaign County, Illinois, this 11th day of December, 2018.

(SEAL)

Village Clerk

ORDINANCE NO. 2595

**AN ORDINANCE
AUTHORIZING ABATEMENT OF TAX LEVY
FOR THE 2018 TAX LEVY YEAR FOR THE GENERAL
OBLIGATION BONDS, SERIES 2013A, OF THE VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2358**

WHEREAS, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”), on the 3rd day of September, 2013, adopted a certain ordinance, to-wit: ORDINANCE NO. 2358, entitled AN ORDINANCE OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2013A, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS (the “**Bond Ordinance**”), including as supplemented by a Bond Order dated September 3, 2013 (the “**Bond Order**”), which Bond Ordinance and Bond Order were duly filed with the County Clerk of Champaign County, Illinois (the “**County Clerk**”) on the 6th day of September, 2013; and

WHEREAS, Section 8 of the Bond Ordinance, including as supplemented by part 3 of the Bond Order, authorizes and directs the County Clerk, for each of the years 2013 through 2031, with both of such years to be included, to levy an amount of money sufficient each year to pay the principal and interest due on the \$4,995,000 initial principal amount General Obligation Bonds, Series 2013A (the “**Bonds**”) authorized by the Bond Ordinance and the Bond Order; and

WHEREAS, the Village Comptroller of the Village has certified to the Corporate Authorities that there is on hand sufficient funds in the Debt Service Fund established under Section 10 of the Bond Ordinance for the payment of principal and interest on the Bonds authorized by the Bond Ordinance and the Bond Order through and including January 1, 2020; and

WHEREAS, the Corporate Authorities find and determine that the Village has sufficient funds from other sources now available for deposit into the Debt Service Fund for payment of the principal and interest on the Bonds through and including January 1, 2020, and that there is no need to levy funds for such purpose for the 2018 tax levy year.

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

That the tax levy heretofore authorized under Section 8 of the Bond Ordinance as supplemented by part 3 of the Bond Order, in the amount of \$400,252.50 for the 2018 tax levy year (to be received in 2019) be and the same is abated, and that the County Clerk is hereby directed to extend no taxes for collection on the tax books for the purpose of raising revenues to pay the principal and interest due on the Bonds issued pursuant to the Bond Ordinance and the Bond Order for the 2018 tax levy year.

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 11th day of December, 2018.

Village Clerk

APPROVED this 11th day of December, 2018.

Village President

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

CERTIFICATION OF ORDINANCE

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

I do further certify that the attached constitutes a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 11th day of December, 2018, insofar as same relates to the adoption of Ordinance No. 2595, entitled:

AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2018 TAX LEVY YEAR FOR THE GENERAL OBLIGATION BONDS, SERIES 2013A, OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2358,

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Rantoul, Champaign County, Illinois, this 11th day of December, 2018.

(SEAL)

Village Clerk

ORDINANCE NO. 2596

**AN ORDINANCE
AUTHORIZING ABATEMENT OF TAX LEVY
FOR THE 2018 TAX LEVY YEAR FOR THE GENERAL OBLIGATION
REFUNDING BONDS, SERIES 2015, OF THE VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2410**

WHEREAS, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”), on the 13th day of January, 2015, adopted a certain ordinance, to-wit: ORDINANCE NO. 2410, entitled AN ORDINANCE OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS (the “**Bond Ordinance**”), which ordinance was duly filed with the County Clerk of Champaign County, Illinois (the “**County Clerk**”) on the 11th day of February, 2015; and

WHEREAS, Section 8 of the Bond Ordinance, including as supplemented by part 3 of the Bond Order, authorizes and directs the County Clerk, for each of the years 2014 through 2025, with both of such years to be included, to levy an amount of money sufficient each year to pay the principal and interest due on the \$9,800,000 initial principal amount General Obligation Bonds, Series 2015 (the “**Bonds**”) authorized by the Bond Ordinance; and

WHEREAS, the Village Comptroller of the Village has certified to the Corporate Authorities that there is on hand sufficient funds in the Debt Service Fund established under Section 10 of the Bond Ordinance for the payment of principal and interest on the Bonds authorized by the Bond Ordinance through and including January 1, 2020; and

WHEREAS, the Corporate Authorities find and determine that the Village has sufficient funds from other sources now available for deposit into the Debt Service Fund for payment of the principal and interest on the Bonds through and including January 1, 2020, and that there is no need to levy funds for such purpose for the 2018 tax levy year.

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

That the tax levy heretofore authorized under Section 8 of the Bond Ordinance, as supplemented by part 3 of the Bond Order, in the amount of \$779,675.00 for the 2018 tax levy year (to be received in 2019) be and the same is abated, and that the County Clerk is hereby directed to extend no taxes for collection on the tax books for the purpose of raising revenues to pay the principal and interest due on the Bonds issued pursuant to the Bond Ordinance for the 2018 tax levy year.

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 11th day of December, 2018.

Village Clerk

APPROVED this 11th day of December, 2018.

Village President

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

CERTIFICATION OF ORDINANCE

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

I do further certify that the attached constitutes a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 11th day of December, 2018, insofar as same relates to the adoption of Ordinance No. 2596, entitled:

AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2018 TAX LEVY YEAR FOR THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015, OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2410,

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Rantoul, Champaign County, Illinois, this 11th day of December, 2018.

(SEAL)

Village Clerk

ORDINANCE NO. 2597

**AN ORDINANCE
AUTHORIZING ABATEMENT OF TAX LEVY
FOR THE 2018 TAX LEVY YEAR FOR THE GENERAL OBLIGATION
REFUNDING BONDS, SERIES 2016, OF THE VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2472**

WHEREAS, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”), on the 7th day of June, 2016, adopted a certain ordinance, to-wit: ORDINANCE NO. 2472, entitled AN ORDINANCE OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS (the “**Bond Ordinance**”), which ordinance was duly filed with the County Clerk of Champaign County, Illinois (the “**County Clerk**”) on the 6th day of June, 2016; and

WHEREAS, Section 8 of the Bond Ordinance, including as supplemented by part 3 of the Bond Order, authorizes and directs the County Clerk, for each of the years 2016 through 2035, with both of such years to be included, to levy an amount of money sufficient each year to pay the principal and interest due on the \$7,050,000 initial principal amount General Obligation Bonds, Series 2016 (the “**Bonds**”) authorized by the Bond Ordinance; and

WHEREAS, the Village Comptroller of the Village has certified to the Corporate Authorities that there is on hand sufficient funds in the Debt Service Fund established under Section 10 of the Bond Ordinance for the payment of principal and interest on the Bonds authorized by the Bond Ordinance through and including January 1, 2020; and

WHEREAS, the Corporate Authorities find and determine that the Village has sufficient funds from other sources now available for deposit into the Debt Service Fund for payment of the principal and interest on the Bonds through and including January 1, 2020, and that there is no need to levy funds for such purpose for the 2018 tax levy year.

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

That the tax levy heretofore authorized under Section 8 of the Bond Ordinance, as supplemented by part 3 of the Bond Order, in the amount of \$529,760.00 for the 2018 tax levy year (to be received in 2019) be and the same is abated, and that the County Clerk is hereby directed to extend no taxes for collection on the tax books for the purpose of raising revenues to pay the principal and interest due on the Bonds issued pursuant to the Bond Ordinance for the 2018 tax levy year.

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 11th day of December, 2018.

Village Clerk

APPROVED this 11th day of December, 2018.

Village President

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

CERTIFICATION OF ORDINANCE

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

I do further certify that the attached constitutes a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 11th day of December, 2018, insofar as same relates to the adoption of Ordinance No. 2597, entitled:

AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2018 TAX LEVY YEAR FOR THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2472,

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Rantoul, Champaign County, Illinois, this 11th day of December, 2018.

(SEAL)

Village Clerk

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Hap Parker Family Aquatic Center Pulsar Briquette Chlorine Order	DEPARTMENT: RECREATION
AGENDA SECTION:	AMOUNT: \$21,420.00
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: November 14, 2018
<p>SUMMARY HIGHLIGHTS: The Recreation Department has received notice from Spear Corporation regarding their chemical inventory reduction sale for 2018. Spear Corporation is the sole source vendor for Pulsar Chlorinating Systems which is the chemical distribution system that we currently use at the aquatic center. To take advantage of the savings, we are requesting approval to move forward with a Pulsar briquette chlorine tablet bulk order. This is a budgeted item and will allow us to purchase a quantity of 168 50# buckets which equates to 7 pallets of product. In doing so, we are not only able to lock in 2018 pricing, but we will be offered free shipping due to the size of the order</p> <p>NOTES:</p> <ul style="list-style-type: none"> • Bulk Order: (QTY 168 50# buckets = 7 pallets) • Sole Vendor of Pulsar Briquettes: Spear Corporation (see supporting document) • Must use certified Pulsar products in Pulsar Feeders • Savings: The savings are realized in free shipping costs • Must take delivery by December 28, 2018 • This is a budgeted item 	
<p>RECOMMENDED ACTION: Requesting approval to order chemicals for the 2019 season from Spear Corp. in the amount of \$21,420.00.</p>	
DEPARTMENT HEAD APPROVAL: Luke A. Humphrey 	VILLAGE ADMINISTRATOR: 



INVENTORY REDUCTION SALE 2018

Compay: Village Of Rantoul
 Name: Luke Humphrey
 Email: lhumphre@village.rantoul.il.us
 Fax:
 Phone: 217-841-3793
 Customer Number: RAN001

You can place orders by:
 Email: orders@spearcorp.com
 Fax: 765-522-1702
 Call in: 800-642-6640

We hope you had a successful 2018 summer season. Preparations are already underway for the 2019 season. Spear Corporation would like to give you an opportunity to take advantage of our INVENTORY REDUCTION SALE whereby you can stock up on the chemicals and products listed below at 2018 prices. **As an added incentive we offer free shipping on all orders that include at least 24 – 50# pails of Pulsar Briquettes ordered by November 21, 2018.**

Please note: This purchase must be paid in full and your facility must be able to take delivery on this promotion by December 28, 2018

CAT #	PRODUCT DESCRIPTION	2017 QTY.	PRICE EACH	ORDER QTY.
PB50	Pulsar Briquettes,50#, Quantity 1-23	240	\$131.50	_____
PB50	Pulsar Briquettes,50#, Quantity 24-47		\$129.50	_____
PB50	Pulsar Briquettes,50#, Quantity 48+		\$127.50	_____
PS25	Pulsar Shock, 25#		\$110.00	_____
CA40	Sunscreen Stabilizer, 40#		\$130.00	_____
HC15	Hydrochloric Acid, 15 gal.		\$87.50	_____
HC55	Hydrochloric Acid, 55 gal.		\$225.00	_____
ASA15G-1	Acid Magic, 15 gal.		\$91.50	_____
ASA55G-1	Acid Magic, 55 gal.		\$314.00	_____
M411-000-5G	Enzymes, 5 gal. (KEEP FROM FREEZING)		\$222.00	_____
UF50	Ultra Filter Cleaner Plus, 50#		\$275.00	_____
CE25	Celaperl Filter Media 25# Bag		\$30.00	_____
HL25	Harborlite Filter Media 25# Bag		\$30.00	_____

Lonza

Lonza Commercial Division
12 River Valley Ct.
Maumelle, Ar 72113
501-517-7665

October 30th, 2018

***Village of Rantoul Aquatic Center
Rantoul, IL***

Re: Pulsar® Chlorinating Systems and related briquettes

To Whom it may Concern:

Please be advised that **Spear Corporation** is Lonza/Arch Chemicals, Inc. sole source for Pulsar® Chlorinating Systems and related Pulsar chlorinating briquettes for Southern Illinois.

If you have any further questions regarding this matter, please feel free to give me a call.

Sincerely,



Terry T. Grisham
Territory Sales Manager
501-517-7665

SPEAR

— CORPORATION —

12966 North County Rd 50 W
 Roachdale IN, 46172
 (800) 642-6640
 Email: orders@spearcorp.com

Quote #	11828
Quote Date	11/08/18
Reference:	
Valid Through:	

Sold To: 1043/RAN001
 Village Of Rantoul
 100 E Flessner
 Rantoul,IL 61866

Ship To: 2298/RAN001-#1
 Rantoul Recreational Dept
 100 W Flessner Avenue
 Rantoul Recreational Dept
 Rantoul,IL 61866

 Attn: **Luke Humphrey**
 Phone: **(217) 893-5700**
 Email: **LHumphre@village.rantoul.il.us**

Cust PO # Price Quote	Ship Via Spear Truck IR - Free Delivery	Terms Net 30 Days Salesperson Taylor Spear
---------------------------------	---	---

Parts

Description	Qty	Price	Extended
PB50 Chemicals, Pulsar Plus Briquettes 50# Pail	168 EA	\$127.50	\$ 21,420.00
Total Parts	168		\$21,420.00

Thank you for choosing Spear Corporation.

THIS IS NOT AN INVOICE	Total Quote	\$21,420.00
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Scott Eisenhauer

From: Luke Humphrey <LHumphre@village.rantoul.il.us>
Sent: Thursday, November 15, 2018 11:08 AM
To: Scott Eisenhauer
Subject: FW: Inventory Reduction - December Order

Scott—I called Spear Corp. and asked them to send in writing that we could order after board approval. Please see email below. We should be good to go for the December study session agenda item!

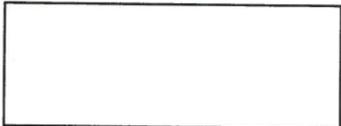
Luke A. Humphrey
Superintendent
Rantoul Recreation Department
217-893-5700

From: Taylor Spear [mailto:tspear@spearcorp.com]
Sent: Thursday, November 15, 2018 9:09 AM
To: Luke Humphrey <LHumphre@village.rantoul.il.us>
Subject: Inventory Reduction - December Order

Hi Luke,

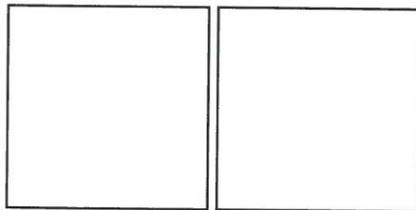
We will honor the inventory reduction pricing and promotion until you place your order in December.

Thanks!



Taylor Spear
Accounts Receivable/Inside Sales

t: (765) 522-1126 | t: (800) 642-6640
e: tspear@spearcorp.com | w: www.spearcorp.com
a: 12966 North CR 50 West, Roachdale, IN 46172



Upcoming CPO Classes

January 16 - 17, 2019 - Roachdale, IN @ Spear Corporation *Lunch Included Both Days

March 13 - 14, 2019 - Roachdale, IN @ Spear Corporation *Lunch Included Both Days

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE OF 1 Of 1

ITEM: Ordinance No. 2592 Amending the Rantoul Code to permit the location and fuel capacity of above-ground tanks.	DEPARTMENT: Building Safety
AGENDA SECTION:	AMOUNT: No Fee
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: December 4, 2018
SUMMARY HIGHLIGHTS: Section 3404.2.9.5.1 of the Fire Code, entitled "Locations where above-ground tanks are prohibited", as adopted by Section 10-267, entitled "Additions, amendments, insertions and deletions, of Article VIII, entitled "FIRE CODE", of Chapter 10, entitled "Buildings and Building Regulations", 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.	
RECOMMENDED ACTION: Approval of Ordinance No. 2592	
SUBMITTED BY: 	VILLAGE ADMINISTRATOR: <i>Scott Eisenhower</i>

MOTOR FUEL-DISPENSING FACILITIES AND REPAIR GARAGES

tion of possible leakage from tanks and piping. The records shall be kept at the premises or made available for inspection by the fire code official within 24 hours of a written or verbal request and shall include records for each product showing daily reconciliation between sales, use, receipts and inventory on hand. Where there is more than one system consisting of tanks serving separate pumps or dispensers for a product, the reconciliation shall be ascertained separately for each tank system. A consistent or accidental loss of product shall be immediately reported to the fire code official.

2206.2.2 Above-ground tanks located inside buildings. Above-ground tanks for the storage of Class I, II and IIIA liquid fuels are allowed to be located in buildings. Such tanks shall be located in special enclosures complying with Section 2206.2.6, in a liquid storage room or a liquid storage warehouse complying with Chapter 34, or shall be listed and labeled as protected above-ground tanks.

2206.2.3 Above-ground tanks located outside, above grade. Above-ground tanks shall not be used for the storage of Class I, II or IIIA liquid motor fuels except as provided by this section.

1. Above-ground tanks used for outside, above-grade storage of Class I liquids shall be listed and labeled as protected above-ground tanks and be in accordance with Chapter 34. Such tanks shall be located in accordance with Table 2206.2.3.
2. Above-ground tanks used for above-grade storage of Class II or IIIA liquids are allowed to be protected above-ground tanks or, when approved by the fire

code official, other above-ground tanks that comply with Chapter 34. Tank locations shall be in accordance with Table 2206.2.3.

3. Tanks containing fuels shall not exceed 12,000 gallons (45 420 L) in individual capacity or 48,000 gallons (181 680 L) in aggregate capacity. Installations with the maximum allowable aggregate capacity shall be separated from other such installations by not less than 100 feet (30 480 mm).

4. Tanks located at farms, construction projects, or rural areas shall comply with Section 3406.2.

2206.2.4 Above-ground tanks located in above-grade vaults or below-grade vaults. Above-ground tanks used for storage of Class I, II or IIIA liquid motor fuels are allowed to be installed in vaults located above grade or below grade in accordance with Section 3404.2.8 and shall comply with Sections 2206.2.4.1 and 2206.2.4.2. Tanks in above-grade vaults shall also comply with Table 2206.2.3.

2206.2.4.1 Tank capacity limits. Tanks storing Class I and Class II liquids at an individual site shall be limited to a maximum individual capacity of 15,000 gallons (56 775 L) and an aggregate capacity of 48,000 gallons (181 680 L).

2206.2.4.2 Fleet vehicle motor fuel-dispensing facilities. Tanks storing Class II and Class IIIA liquids at a fleet vehicle motor fuel-dispensing facility shall be limited to a maximum individual capacity of 20,000 gallons (75 700 L) and an aggregate capacity of 80,000 gallons (302 800 L).

**TABLE 2206.2.3
MINIMUM SEPARATION REQUIREMENTS FOR ABOVE-GROUND TANKS**

CLASS OF LIQUID AND TANK TYPE	INDIVIDUAL TANK CAPACITY (gallons)	MINIMUM DISTANCE FROM NEAREST IMPORTANT BUILDING ON SAME PROPERTY (feet)	MINIMUM DISTANCE FROM NEAREST FUEL DISPENSER (feet)	MINIMUM DISTANCE FROM LOT LINE THAT IS OR CAN BE BUILT UPON, INCLUDING THE OPPOSITE SIDE OF A PUBLIC WAY (feet)	MINIMUM DISTANCE FROM NEAREST SIDE OF ANY PUBLIC WAY (feet)	MINIMUM DISTANCE BETWEEN TANKS (feet)
Class I protected above-ground tanks	Less than or equal to 6,000	5	25 ^a	15	5	3
	Greater than 6,000	15	25 ^a	25	15	3
Class II and III protected above-ground tanks	Same as Class I	Same as Class I	Same as Class I	Same as Class I	Same as Class I	Same as Class I
Tanks in vaults	0-20,000	0 ^b	0	0 ^b	0	Separate compartment required for each tank
Other tanks	All	50	50	100	50	3

For SI: 1 foot = 304.8 mm, 1 gallon = 3.785 L.

a. At fleet vehicle motor fuel-dispensing facilities, no minimum separation distance is required.

b. Underground vaults shall be located such that they will not be subject to loading from nearby structures, or they shall be designed to accommodate applied loads from existing or future structures that can be built nearby.

ORDINANCE NO. 2592

**AN ORDINANCE
AMENDING SECTION 3404.2.9.5.1 OF THE FIRE CODE
AS ADOPTED BY SECTION 10-267 OF THE RANTOUL CODE**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 11th day of December, 2018, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. 2592

**AN ORDINANCE
AMENDING SECTION 3404.2.9.5.1 OF THE FIRE CODE
AS ADOPTED BY SECTION 10-267 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 3404.2.9.5.1 of the Fire Code, entitled “Locations where above-ground tanks are prohibited”, as adopted by Section 10-267, entitled “Additions, amendments, insertions and deletions”, of Article VIII, entitled “FIRE CODE”, of Chapter 10, entitled “Buildings and Building Regulations”, 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 11th day of December, 2018.

Village Clerk

APPROVED this 11th day of December, 2018.

Village President

Sec. 10-267. - Additions, amendments, insertions and deletions.

The following sections of the Fire Code are hereby revised as follows:

* * * * *

ADD Section 3404.2.9.5.1 Locations where above-ground tanks are prohibited: The geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited is hereby specified to be any area other than an area zoned for industrial or commercial use under the Zoning Ordinance of the Village, provided, however, that if located in an area zoned for commercial use, including any use permitted in the C-4 Commercial/Industrial District, the capacity of any such above-ground tank shall be limited to a maximum capacity of 3,000 water gallons unless any such above-ground tank or tanks are used exclusively for the storage of a Class II liquid to provide fuel for back-up power generation, in which event a separate above-ground tank with maximum capacity of up to 3,000-water gallons shall be permitted for each back-up generator up to a maximum of six (6) generator(s).

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE One OF One

ITEM: Amendment to extend term of professional service agreement with OSF Healthcare System for ambulance service to the Village of Rantoul	DEPARTMENT: Police
AGENDA SECTION:	AMOUNT: \$0
ATTACHMENTS: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents	DATE: December 4, 2018
SUMMARY HIGHLIGHTS: The Village of Rantoul entered into a professional service agreement with Provena Covenant Medical Center on March 13, 2007 to provide ambulance service to the Village of Rantoul (Resolution 03-07-1031). The initial term of the agreement expired on December 31, 2009. The Village of Rantoul and Provena Covenant Medical Center agreed to extend the agreement on three prior occasions: Amendment One: January 1, 2010-December 31, 2012 Amendment Two: January 1, 2013-December 31, 2015 Amendment Three: January 1, 2016-December 31, 2018 The fourth amendment updates the agreement to reflect OSF Healthcare System's acquisition of Provena Covenant Medical Center. The term of the agreement is one (1) year from January 1, 2019 through December 31, 2019.	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL 	VILLAGE ADMINISTRATOR 

RESOLUTION NO. 03-07-1031

A RESOLUTION
AUTHORIZING AND APPROVING A
PROFESSIONAL SERVICES AGREEMENT
(PRO AMBULANCE)

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the "Corporate Authorities") of the Village of Rantoul, Champaign County, Illinois (the "Village") at which this Resolution is adopted, the form of a certain Professional Services Agreement effective January 1, 2007 (the "Agreement") by and between the Village and Provena Covenant Medical Center, d/b/a Professional Ambulance Service ("Pro"), in connection with the provision of certain ambulance service to the Village and certain surrounding areas.

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 Pro, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities 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 duly noticed for such purpose held on the date set forth below.

PASSED this 13th day of March, 2007.


Village Clerk

APPROVED this 13th day of March, 2007.




Village President

**FOURTH AMENDMENT TO EXTEND THE TERM OF
THE PROFESSIONAL SERVICES AGREEMENT**

THIS FOURTH AMENDMENT TO EXTEND THE TERM OF THE PROFESSIONAL SERVICES AGREEMENT ("Amendment") is entered into effective as of the 1st day of January, 2019, ("**Amendment Effective Date**"), by and between **OSF HEALTHCARE SYSTEM, an Illinois not-for-Profit Corporation, d/b/a OSF HEART OF MARY MEDICAL CENTER (formerly known as PROVENA HOSPITALS d/b/a PROVENA COVENANT MEDICAL CENTER) d/b/a OSF PRO AMBULANCE** (hereinafter referred to as "**Hospital**"), and **VILLAGE OF RANTOUL** (hereinafter referred to as "**Village**") (each a "**Party**" and collectively the "**Parties**") Those terms not otherwise defined herein shall have the same meaning set forth in the Agreement (as defined below).

RECITALS

WHEREAS, Hospital and Village entered into a Professional Services Agreement for paramedic• level team and vehicle to be stationed in the Village of Rantoul, effective January 1, 2007 (the "**Agreement**");

WHEREAS, the initial Term of the Agreement expired on December 31, 2009; and

WHEREAS, the Parties entered into an Extension to extend the Term of the Agreement to December 31, 2012; and

WHEREAS, the Parties entered into a Second Amendment to extend the Term of the Agreement to December 31, 2015; and

WHEREAS, the Parties entered into a Third Amendment to extend the Term of the Agreement to December 31, 2018; and

WHEREAS, Hospital was sold to OSF HealthCare System in 2018 and is now known as "OSF HealthCare System d/b/a OSF Heart of Mary Medical Center and OSF Pro Ambulance; and

WHEREAS, the Parties desire to extend the Term of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term.** Effective as of the Amendment Effective Date, the Term of the Agreement shall be extended for a period of one (1) year, terminating on December 31, 2019, subject to earlier termination in accordance with the termination provisions set forth in Article 3 of the Agreement.

2. **No Other Effect.** Other than as set forth in Sections 1 above, this Amendment shall have no other effect on the Agreement and all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment through their respective authorized officers, to be effective as of the Amendment Effective Date.

**OSF HEALTHCARE SYSTEM, D/B/A
OSF PRO AMBULANCE**

**VILLAGE OF RANTOUL, an Illinois
Municipal Corporation**

Signature: _____
Jared C. Rogers, M.D.
President, OSF Heart of Mary Medical Center

Signature: _____
Village President
Village of Rantoul

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE _____ OF _____

ITEM: Amendment to the Crime Free Housing Ordinance	DEPARTMENT: Police Department
AGENDA SECTION:	AMOUNT: N/A
ATTACHMENTS: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents	DATE: December 4, 2018
SUMMARY HIGHLIGHTS:	
<p>Proposal: The Police Department requests the Village Board amend Section 20-309 and Section 20-310(a) of the Crime Free Housing Ordinance.</p> <p>Added to Section 20-309: It shall be unlawful and a violation of this section for any owner or Manager of any CFH Rental Residential Premises to knowingly permit any tenant to occupy any rental residential unit within an CFH Rental Residential Premises without the owner having successfully completed a mandatory crime-free housing seminar.</p> <p>Added to Section 20-310(a): Upon the request of the Department, the Owner or Manager of any CFH Rental Residential Premises shall provide the Department with a copy of the crime-free lease addendum or approved clause included within any such lease.</p>	
RECOMMENDED ACTION: Approve	
DEPARTMENT HEAD APPROVAL <div style="text-align: center;"><i>Anthony J. Brown</i></div>	VILLAGE ADMINISTRATOR <div style="text-align: center;"><i>Scott Eichhauer</i></div>

ORDINANCE NO. 2591

**AN ORDINANCE
SUPPLEMENTING AND AMENDING DIVISION 2
OF ARTICLE X OF CHAPTER 20 OF THE RANTOUL CODE**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 11th day of December, 2018, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. 2591

**AN ORDINANCE
SUPPLEMENTING AND AMENDING DIVISION 2
OF ARTICLE X OF CHAPTER 20 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. Division 2, entitled “CRIME-FREE HOUSING”, of ARTICLE X, entitled “PUBLIC NUISANCES”, of CHAPTER 20, entitled “OFFENSES AND MISCELLANEOUS PROVISIONS”, as adopted by Ordinance No. 2569, passed and approved on April 17, 2018, be and the same is hereby supplemented and amended to provide 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 on January 1, 2019, following its passage, approval and publication as required by law.

Section 3. Conflict. All other ordinances or parts of other 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 members of the Corporate Authorities then holding office at a special meeting on the date set forth below.

PASSED this 11th day of December, 2018.

Village Clerk

APPROVED this 11th day of December, 2018.

Village President

DIVISION 2. – CRIME-FREE HOUSING

Sec. 20-308. – Definitions.

All words and phrases not otherwise defined in this Division shall have the same meanings ascribed to them in Section 10-408 of Division 2 - Rental Property Regulations of Chapter 10 of this Code, as supplemented and amended (the “**Rental Property Regulations**”).

Sec. 20-309. – Crime-free housing seminar required for owners of certain rental residential premises.

The owner of any residential premises required to file a registration statement with the Inspection Department of the Village under the Rental Property Regulations for (i) any two (2) or more rental residential premises; or (ii) any single rental residential premises containing two (2) or more rental residential units ((i) and (ii) being, collectively, the “**CFH Rental Residential Premises**”) shall successfully complete a mandatory crime-free housing seminar (the “**Seminar**”) administered by the Rantoul Police Department (the “**Department**”) on or before January 1, 2019. The owner of any such CFH Rental Residential Premises who has successfully completed the seminar for the first or any subsequent time shall also be required to successfully complete a seminar every third year thereafter. Proof of having completed such seminar shall be a part of the registration statement required to be filed pursuant to Section 10-410 of the Rental Property Regulations. For the purposes of this Division, an owner shall be deemed to include any officer, director, member, manager, agent or employee of the owner. It shall be unlawful and a violation of this section for any owner or Manager of any CFH Rental Residential Premises to knowingly permit any tenant to occupy any rental residential unit within an CFH Rental Residential Premises without the owner having successfully completed a mandatory crime-free housing seminar.

Sec. 20-310. – Crime-free lease addendum.

- (a) The owner and any other person designated by the owner with the authority or responsibility to oversee the management of any CFH Rental Residential Premises (a “**Manager**”) entering into leases regarding any CFH Rental Residential Premises shall utilize a crime-free lease addendum or have a clause in the lease substantially similar to a crime-free lease addendum. The form of a crime-free lease addendum shall be available from the Department. The Department shall review any clauses within actual leases to determine if the clause is substantially similar to the required crime-free lease addendum. The owner or Manager of any CFH Rental Residential Premises shall advise prospective tenants of the required crime-free lease addendum or substantially similar clause prior to entering into any lease or rental agreement. The crime-free lease addendum or substantially similar clause shall make certain criminal activity, including certain drug-related criminal activity, a lease violation and shall specify that any such criminal activity engaged in, facilitated or permitted by any of the following shall be a lease violation: (i) the tenant or any member of the tenant’s household when occurring on or off the CFH Rental Residential Premises; or (ii) any guest of or any person under the control of the tenant or any member of the tenant’s household when occurring on or near the CFH Rental Residential Premises. As used in this Division, “criminal activity” means:

- a. the commission or attempted commission of murder, kidnapping, arson, sexual assault, felony sexual abuse, indecent solicitation of a child, stalking, home invasion, robbery, burglary, burglary from motor vehicle, motor vehicle theft, aggravated fleeing and eluding, mob action, aggravated battery, aggravated assault, prostitution, solicitation of prostitution, child pornography, possession of explosives, unlawful use of weapons, unlawful discharge of a firearm, unlawful sale of firearms, gambling, keeping a gambling place, concealing a fugitive, felony violation of the Illinois Cannabis Control Act, violation of the Illinois Controlled Substances Act, violation of the Methamphetamine Control and Community Protection Act or the commission of two (2) or more of any other offenses under the Illinois Criminal Code of 2012 not specifically listed above; or
- b. the commission in a six-month period of four (4) or more village ordinance violations that threaten the health, safety or welfare of other residents or the right to peaceful enjoyment of the CFH Rental Residential Premises by other residents.

Proof of any such criminal activity shall be established by a preponderance of the evidence and shall give the owner or Manager the authority to initiate an action for eviction proceedings as specified in the forcible entry and detainer provisions of the State of Illinois (735 ILCS 5/9-101 et seq.) (the “**Eviction Proceedings**”). No new lease for a residential unit within a CFH Rental Residential Premises shall be entered into on or after January 1, 2019, and no rental residential unit within a CFH Rental Residential Premises shall be rented on or after January 1, 2020, unless a crime-free lease addendum or approved clause is included in the lease substantially conforming to the required crime-free lease addendum. Upon the request of the Department, the Owner or Manager of any CFH Rental Residential Premises shall provide the Department with a copy of the crime-free lease addendum or approved clause included within any such lease.

- (b) It shall be unlawful and a violation of this section for any owner or Manager of any CFH Rental Residential Premises to knowingly permit any tenant to occupy any rental residential unit within an CFH Rental Residential Premises without entering into a crime-free lease addendum or to occupy any rental residential unit within any CFH Rental Residential Premises in violation of any provision of the crime-free lease addendum or substantially similar clause required under this section.
- (c) It shall be unlawful and a violation of this section for any owner or Manager of any CFH Rental Residential Premises to permit the rental, sublease, possession or occupancy of any residential unit of the owner to a person who, within a period of the immediately preceding three (3) years, was in violation of a crime-free lease addendum or substantially similar clause in any other lease with such owner.
- (d) The failure of any such owner or Manager to take reasonable action to enforce the terms of the crime-free lease addendum or substantially similar clause, including but not limited to initiating an action for Eviction Proceedings after having been notified by the Department of activity or conduct by a tenant, a member of the tenant’s household, a guest or any party under the control of the tenant occurring in violation of the addendum or substantially similar clause, shall be a violation of this section.

Sec. 20-311. – Public nuisance rental residential premises.

- (a) It is hereby declared a public nuisance contrary to the health, safety, peace, and comfort of the village and a violation of this section for any owner or Manager to allow or permit criminal activity to take place on or within any rental registration premises if that owner or Manager had knowledge or reasonably should have known of facts indicating a reason to believe that any such criminal activity:
- (1) was about to occur or was occurring and took no action reasonably calculated to prevent or stop such criminal activity; or
 - (2) occurred and took no action reasonably calculated to prevent the same or similar criminal activity from happening again.

Action reasonably calculated to prevent or stop criminal activity or to prevent the same or similar criminal activity from happening again shall include, but is not limited to, giving notice to the Department of the suspected criminal activity and the identity of the person(s) suspected to have been involved in the criminal activity; initiating Eviction Proceedings consistent with a crime-free lease addendum or substantially similar clause; or barring the presence of a person who is not a tenant or member of the tenant's household from the multi-family rental residential premises in the manner specified in the Eviction Proceedings; and following through with any recommendations of the Department to reduce such criminal activity.

Sec. 20-312. – Notices.

- (a) Upon determining that an owner or Manager permitted or allowed any public nuisance activity to occur in violation of Section 20-311 above, the Department shall serve or cause to be served upon such owner or Manager a notice which specifically describes the alleged public nuisance permitted or allowed by such owner or Manager and gives such owner or Manager ten (10) days from the date of such notice in which to take action reasonably calculated to comply with Section 20-311. Such notice shall further contain a description of the appeal process as provided in subsection (b) below. All such notices shall be deemed to be properly served when deposited in the U.S. mail, first-class postage prepaid, addressed to such owner or Manager at the address provided in the registration statement filed under the Rental Property Regulations.
- (b) The owner or Manager of the rental residential premises who has been served with notice pursuant to subsection (a) above shall have the right to make a written request within ten (10) days of the date of the notice for an appeal on the question of whether such owner or Manager permitted or allowed the public nuisance to occur or continue in violation of Section 20-311. Such written request for an appeal shall be made to the administrative officer of the Village and shall include the grounds for such appeal. An appeal shall be based upon a claim that the provisions of Section 20-311 do not fully apply or that the requirements of Section 20-311 have been adequately satisfied by other means. The hearing on the appeal shall be held by the administrative officer within ten (10) business days following receipt of the written request and at least three (3) business days' notice of the hearing on appeal shall be given to the owner or Manager requesting the appeal. The owner or Manager shall be given the opportunity to present evidence at the hearing and the formal rules of evidence shall not apply. Proof of

whether an owner or Manager permitted or allowed the alleged public nuisance to occur or continue shall be established by a preponderance of the evidence. At the hearing on appeal, the administrative officer may affirm or reverse the decision of the Department.

- (c) Any violation of the provisions of this section shall be deemed final at the conclusion of the tenth (10th) day following the date of such notice as specified by this section in the event the owner or Manager fails to make a written request for a hearing or upon the date of the decision of the administrative officer upon the hearing on appeal.

Sec. 20-313. – Domestic violence, sexual violence, stalking or dating violence.

Notwithstanding anything in this Division to the contrary, no activity involving the commission of an offense or the violation of an ordinance shall be deemed to occur under this Article if such activity is:

- (1) based solely on the tenant's or household member's status as a victim of domestic violence or sexual violence as those terms are defined in Section 10 of the Safe Homes Act (765 ILCS 750/1 et seq.), stalking as that term is defined in the Criminal Code of 2012 (720 ILCS 5/26-1 et seq.) or dating violence;
- (2) based solely upon an incident of actual or threatened domestic violence, dating violence, stalking or sexual violation against a tenant or household member;
- (3) based solely upon criminal activity directly relating to domestic violence, dating violence, stalking or sexual violence engaged in by a member of a tenant's household or any guest or other person under the tenant's or household member's control, and against the tenant, lessee or household member; or
- (4) based upon a demand for possession where the tenant, lessee or household member who was the victim of domestic violence, sexual violence, stalking or dating violence did not knowingly consent to the barred person entering the premises or a valid court order permitted the barred person's entry onto the premises.

Provided, however, that nothing in this Section 20-313:

- (1) limits enforcement of Section 15.2 of the Emergency Telephone System Act (50 ILCS 750/15.2), Article 26 of the Criminal Code of 2012 (720 ILCS 5/26-1 et seq.), or Article IX of the Code of Civil Procedure (735 ILCS 5/9-101 et seq.); or
- (2) prohibits the village from enforcing any offense or ordinance violation on the basis of the underlying activity to the extent not covered by parts (1), (2), (3) and (4) above; or
- (3) limits or prohibits Eviction Proceedings of or the imposition of penalties against the perpetrator of the domestic violence, sexual violence, stalking, dating violence or other criminal activity.

Sec. 20-314. – Penalties.

Any person violating any of the provisions of sections 20-309, 20-310 or 20-311 shall be punished by a fine of not less than \$75.00 nor more than \$750.00 for each offense. A separate offense shall be deemed committed on each day during or on which a violation of 20-309, 20-310 or 20-311 continues.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
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ITEM: Engineering Services to Prepare an Airport Property Release Application - Phase 2	DEPARTMENT: Public Works - Aviation
AGENDA SECTION:	AMOUNT: \$43,137.00
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: November 27, 2018

SUMMARY HIGHLIGHTS:

This Agenda Item provides for an engineering service agreement with Burns & McDonnell to prepare an airport property release application and provide the necessary support during the release process through the Illinois Division of Aeronautics (IDA) and with the Federal Aviation Administration (FAA). Once released, the properties will offer a wider range of use and /or be able to be sold.

The parcels which are identified on the attached drawing and include the following:
 A1b-6, A2b-1, A2b-2, A2c-3c, 802, A2d-1, A2d-2, A2c-7:1, A2c-7:2, A2b-3a, A1b-3:2, A2c-3a and A2c-3b.

The initial release process (phase 1) was completed in early November 2018. Phase 2 provides additional parcels of property which fall within the boundary of the Rantoul National Aviation Center which are not necessary for current or future airport operations. The release of these parcels will streamline the sale process of airport properties, some of which already have potential buyers.

Proposals were received from the current and previous airport engineers. The proposal with Burns & McDonnell is in the amount of \$43,137.00.

RECOMMENDED ACTION: Authorize the approval of an engineering service agreement in the amount of \$43,137.00 with Burns & McDonnell to support an airport property release application (Phase 2).

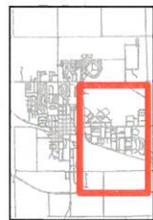
DEPARTMENT HEAD APPROVAL: Eric Vences <i>EV</i> G. Gregory Hazel, P.E. <i>gl</i>	VILLAGE ADMINISTRATOR: Scott Eisenhauer <i>Scott Eisenhauer</i>
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Village of Rantoul

2ND GROUP PROPOSED FOR RELEASE
 FAA Release Phase2

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

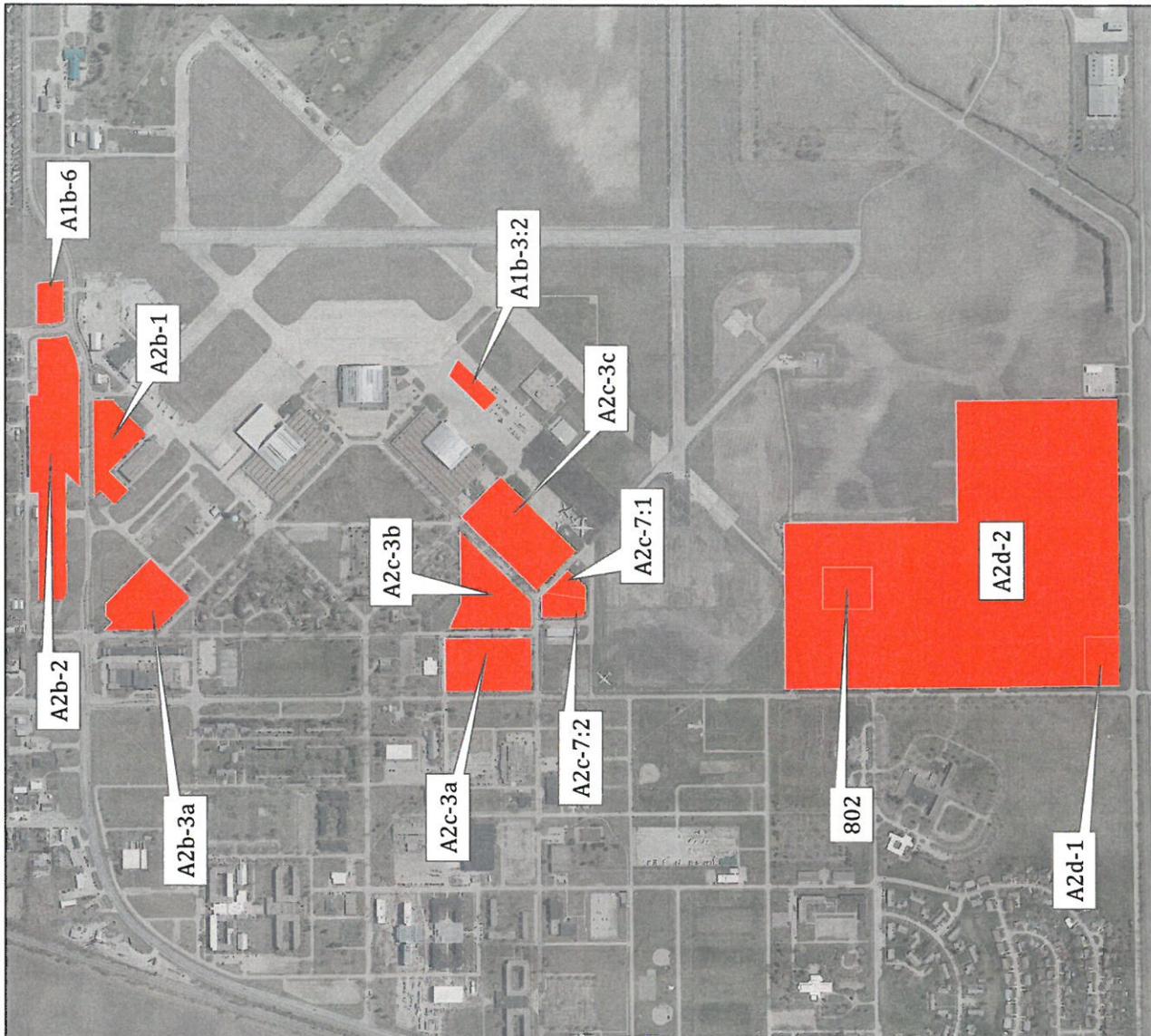
0 205 410 820 1230 Feet



11/27/2018

***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.



TRACT	PURPOSE	OBJECTIVE	CURRENT DEED STATUS
A2c-7:1	Non-Aeronautical	Split & Release Portion Non-Aeronautical	Conveyed to Village
A2b-1	Non-Aeronautical	Release	Conveyed to Village
A2b-2	Non-Aeronautical	Release	Conveyed to Village
A2d-1	Non-Aeronautical	Release	Conveyed to Village
A2d-2	Non-Aeronautical	Release	Conveyed to Village
802	Non-Aeronautical	Release	Conveyed to Village
A2c-7:2	Non-Aeronautical	Split & Release Portion Non-Aeronautical	Conveyed to Village
A2c-3c	Non-Aeronautical	Release	Conveyed to Village
A1b-6	Non-Aeronautical	Split & Release Portion Outside RPZ	Conveyed to Village
A2b-3a	Non-Aeronautical	Release	Conveyed to Village
A2c-3a	Non-Aeronautical	Release	Conveyed to Village
A1b-3:2	Non-Aeronautical	Release	Conveyed to Village
A2c-3b	Non-Aeronautical	Release	Conveyed to Village



November 20, 2018

Mr. Eric Vences
Rantoul National Aviation Center
Village of Rantoul
6 Aviation Center Drive
Rantoul, IL 61866

Re: Airport Property Release Group 2 Services Proposal

Dear Mr. Vences:

The Village of Rantoul has identified the next group of parcels within the boundary of the Rantoul National Aviation Center that are not necessary for current or future airport operations, are under-utilized, do not contribute to the airport financially or operationally, and are a drain on the Village's resources. In order to provide revenue and reduce maintenance costs to the airport, Burns & McDonnell is supporting the Village of Rantoul's application to the Illinois Division of Aeronautics (IDA) and the Federal Aviation Administration (FAA) to release the *second group* of these parcels from the airport property and sell them to the identified buyers. The subject parcels are identified in Attachment 1 – Parcel Release Phase 2.

Scope of Services

Burns & McDonnell is presenting this proposal for aviation planning and environmental services in support of this endeavor. The first group the parcels were released in November 2018. The second group of parcels to be released have identified potential buyers for some of the parcels. The proposal includes the release of A1b-6, A2b-1, A2b-2, A2c-3c, 802, A2d-1, A2d-2, A2c-7:1, A2c-7:2, A2b-3a, A1b-3:2, A2c-3a and A2c-3b. The Village has presented these parcels and descriptions to the FAA at a meeting in the FAA office and received preliminary concurrence on their release. Specifically, the following tasks are expected to complete the application package for the above parcels, submit to the IDA and FAA, and ultimately release these parcels from Federal obligations.

- Develop a project schedule that is acceptable to the Village, FAA and the Divisions' release process.
- Monthly & weekly conference calls with the IDA, FAA and the Village to facilitate coordination, update progress and keep the schedule on track.
- Prepare documents to submit to IHPA through the IDOT WebESR for historic clearances for buildings that are not part of the Chanute Historic District (A2c-3a, A2c-7:1, A2c-7:2, A2b-1, and A1b-6).
- Prepare documents for the FAA to submit to the Illinois Historic Preservation for the transfer of the covenants for the parcels that are part of the Chanute Historic District (A2c-3c, A2b-3c).
- Prepare a Condensed Environmental Assessment (CEA), respond to IDA and FAA draft comments and submit final CEA.
- Update Airport Layout Plan, prepare summary of changes of ALP for FAA review. Respond to Division and FAA comments.
- Revise the airport property boundary lines, property map table and legal descriptions in the Exhibit A property map and respond to Division and FAA comments.
- Assemble revised land release packet in accordance FAA Order 5190.6B, FAA Airport Compliance Manual. Coordinate with IDA and FAA to submit the application package and respond to subsequent comments and questions.
- Respond to any comments or questions during the Federal Registry process.
- Complete any necessary work for the FAA to sign off on the parcel release.

Compensation

Burns & McDonnell proposed to perform these services on a not to exceed time and materials basis for Forty Three Thousand One Hundred Thirty Seven and 00/100 Dollars (\$43,137.00). And estimate of man hours associated with this scope is included in Attachment 2. Burns & McDonnell will not exceed this amount without prior written approval of the Village of Rantoul. This fee is based on the assumptions and clarifications indicated below.

Mr. Eric Vences
Village of Rantoul
November 20, 2018
Page 2

Assumptions and Clarifications

The proposed fee is based on the following:

- The fee is based upon the release of the second group of the parcels as shown in Attachment 1. The additional group(s) are not included in this proposal. The group includes 13 parcels – A1b-6, A2b-1, A2b-2, A2c-3c, 802, A2d-1, A2d-2, A2c-7:1, A2c-7:2, A2b-3a, A1b-3:2, A2c-3a and A2c-3b.
- Updating of surveys, plats of survey, and appraisals is not included in this proposal.

Authorization

The Scope of Services was performed under the Terms and Conditions for Professional Services included as an Attachment to this proposal. If this is satisfactory, please sign and date this document and return one signed copy to us. We appreciate the opportunity to serve the Village and look forward to your favorable response and approval. Please call if you have any questions or require additional information regarding this proposal.

Sincerely,



Brian Quinlan, PE
Project Manager

Village of Rantoul

By: _____

Title: _____

Date: _____

Enclosure: Attachment 1 – Parcel Release Phase 2 – Table & Figure
 Attachment 2 – Professional Services Billing Rates
 Attachment 3 – Professional Services Agreement

cc: Burns & McDonnell File

ATTACHMENT 1

Summary of Parcel Status - Rantoul National Aviation Center

FIRST GROUP OF PROPOSED PARCELS FOR RELEASE WITH POTENTIAL BUYER IDENTIFIED			
<u>TRACT</u>	<u>PURPOSE</u>	<u>OBJECTIVE</u>	<u>CURRENT DEED STATUS</u>
A3a	Non-Aeronautical	Release	Conveyed to Village
A3b	Non-Aeronautical	Release	Conveyed to Village
A2c-8	Non-Aeronautical	Release	Conveyed to Village
A1b-3:1	Non-Aeronautical	Release	Conveyed to Village
A1b-4	Non-Aeronautical	Release	Conveyed to Village
A1b-2:1	Non-Aeronautical	Release	Conveyed to Village

PROPOSED PARCELS FOR RELEASE WITH IN SECOND GROUP			
A2c-7:1	Non-Aeronautical	Split & Release Portion Non-Aeronautical	Conveyed to Village
A2b-1	Non-Aeronautical	Release	Conveyed to Village
A2b-2	Non-Aeronautical	Release	Conveyed to Village
A2d-1	Non-Aeronautical	Release	Conveyed to Village
A2d-2	Non-Aeronautical	Release	Conveyed to Village
802	Non-Aeronautical	Release	Conveyed to Village
A2c-7:2	Non-Aeronautical	Split & Release Portion Non-Aeronautical	Conveyed to Village
A2c-3c	Non-Aeronautical	Release	Conveyed to Village
A1b-6	Non-Aeronautical	Split & Release Portion Outside RPZ	Conveyed to Village
A2b-3a	Non-Aeronautical	Release	Conveyed to Village
A2c-3a	Non-Aeronautical	Release	Conveyed to Village
A1b-3:2	Non-Aeronautical	Release	Conveyed to Village
A2c-3b	Non-Aeronautical	Release	Conveyed to Village

GET A SPECIAL EVENT PASS INSTEAD OF CONCURRENT USE PARCELS			
A1b-1:1	Non-Aeronautical	Special Event Pass	Conveyed to Village
A1b-2	Non-Aeronautical	Special Event Pass	Conveyed to Village
A1b-1	Non-Aeronautical	Special Event Pass	Conveyed to Village
PARCELS TO KEEP			
A1b-3	Non-Aeronautical	Roadways Around Airport	Conveyed to Village

ATTACHMENT 2

Village of Rantoul
 Airport Property Release - Phase 2
 November 20, 2018

Estimate of Manhours							
Task No.	Task Description	Senior Project Engr./Mngr.	Senior Engineer/ Architect	Engineer/ Architect	Engineering Technician	Clerical	Summary of Hours
1.0	Project Management						
	Contract		2				2
	Prepare Client Invoices		2				2
	Monthly Conference Calls and Meeting Minutes	6	16				22
	Agency & Client Coordination.		30				30
2.0	Condensed Environmental Assessment						
	Compose Draft EA	2	28	16			46
	Response from IDOA and FAA Comments		8	2			10
	IHPA Historic Eligibility		10				10
	Historic District Preparation for FAA		8				8
3.0	Airport Layout Plan						
	Revise ALP based on IDOA Comments		6	4			10
	Revise ALP based on FAA Comments		2	2			4
	Revise from FAA Aeronautical Study		1				1
4.0	Exhibit A Update						
	Update Exhibit A for submittal to IDOA		3		8		11
	Revise from IDOA Comments		3		3		6
	Revise from FAA Preliminary Comments		2		2		4
	Revise from FAA Aeronautical Study		1				1
5.0	Land Release Packet						
	Assembly of Land Release Packet	2	40	4			46
	Response to IDOA Comments		6	2			8
	Response to FAA Comments		4	2			6
	Response to National Register Comments		2				2
	Final Submittal		2				2
Manhour Totals		10	176	32	13	0	231
Labor							
	Hourly Rates	\$206.00	\$196.00	\$160.00	\$109.00	\$72.00	
	Cost	\$2,060.00	\$34,496.00	\$5,120.00	\$1,417.00	\$0.00	
Total Labor Cost							\$43,093.00
Direct Costs							
	Printing		80	Sq ft @	\$0.55	per sf	\$44.00
Total Expenses Cost							\$44.00
Total Project Cost							\$43,137.00

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$57.00
Technician *	6	72.00
Assistant *	7	82.00
	8	109.00
	9	130.00
Staff *	10	147.00
	11	160.00
Senior	12	176.00
	13	196.00
Associate	14	206.00
	15	214.00
	16	220.00
	17	224.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2017, and are subject to revision thereafter.

ATTACHMENT 3

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Airport Parcel Release – Phase 2

Client: Rnatoul National Aviation Center – Village of Rantoul

Date of Letter, Proposal, or Agreement: October 31, 2018

Client Signature: _____

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMcD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, and Commercial General Liability and Automobile Liability insurance each with combined single limits of \$1,000,000.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO form CG 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's property insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold

harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

5. PROFESSIONAL RESPONSIBILITY— LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents

(continued on reverse side)

that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s) failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all

amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association.

C. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW AND VENUE

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Illinois, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the 18th Judicial Circuit Court, County of DuPage, Wheaton, Illinois, or the United States District Court, Northern District of Illinois.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE <u> </u> OF <u> </u>
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ITEM: Change Order #1 for the Phase 1 Property Release Application – Burns & McDonnell	DEPARTMENT: Public Works - Aviation
AGENDA SECTION:	AMOUNT: \$59,951.00 – Base Contract (2016) <u>\$34,528.00</u> – Change Order #1 \$94,479.00 - Total
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: November 27, 2018
SUMMARY HIGHLIGHTS: This Agenda item provides for Change Order #1 with Burns & McDonnell for the additional effort in navigating and completing the Phase #1 property release application through the Illinois Division of Aeronautics (IDA) and with the Federal Aviation Administration (FAA). The Village initially contracted with Burns & McDonnell in 2015 to assist in converting a limited number of properties from “aeronautical-use” to “concurrent-use” and the release of other parcels which could then be sold. During this arduous process, additional properties were identified, surveyed and property descriptions developed; deeds were pursued from the Air Force; and significant energies were invested with state and federal agencies managing and assisting in this process. This change order attempts to reflect the additional man-hours and costs for this effort, which were above and beyond the original scope of work. A detailed memo, along with a copy of the original agreement are provided for reference. The change order for the additional work is in the amount \$34,528.00.	
RECOMMENDED ACTION: Authorize the approval of change order #1 in the amount of \$34,528.00 with Burns & McDonnell to complete the Phase 1 property release process.	
DEPARTMENT HEAD APPROVAL: Eric Vences <i>EV</i> G. Gregory Hazel, P.E. <i>GH</i>	VILLAGE ADMINISTRATOR: Scott Eisenhauer <i>Scott Eisenhauer</i>
AGENDA PAGE NUMBER:	

Village of Rantoul

AMENDED 1ST GROUP RELEASED



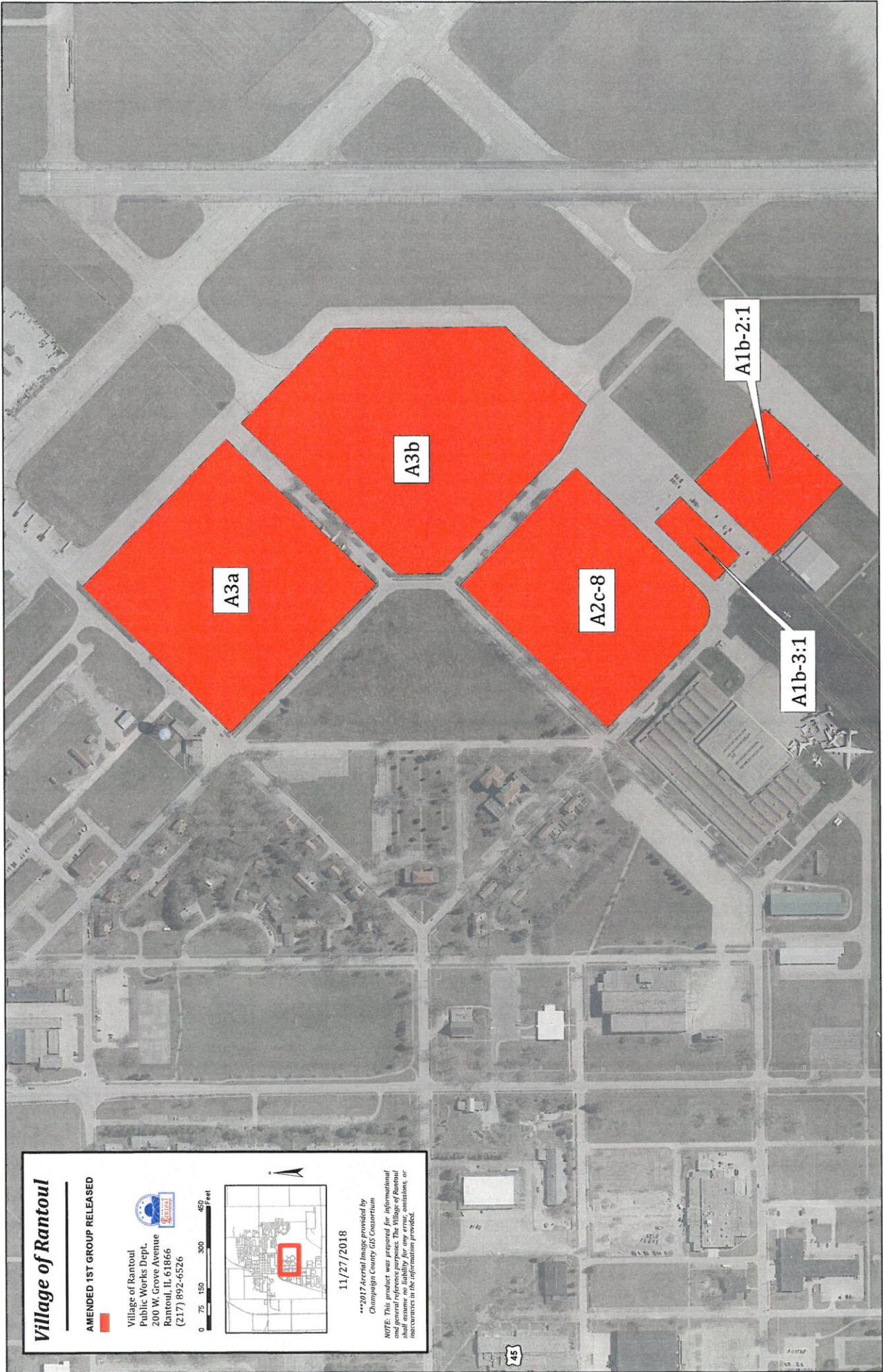
Village of Rantoul
Public Works Dept.
200 W. Grove Avenue
Rantoul, IL 61866
(217) 892-6526



11/27/2018

**2017 Aerial Image provided by
Champaign County GIS Consortium

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





November 2, 2018

Mr. Eric Vences
Rantoul National Aviation Center
Village of Rantoul
6 Aviation Center Drive
Rantoul, IL 61866

Re: Airport Property Release Additional Services Proposal

Dear Mr. Vences:

The Village of Rantoul has continued to identify parcels within the boundary of the Rantoul National Aviation Center that are not necessary for current or future airport operations, are under-utilized, do not contribute to the airport financially or operationally, and are a drain on the Village's resources. In order to provide revenue and reduce maintenance costs to the airport, Burns & McDonnell is supporting the Village of Rantoul's application to the Illinois Division of Aeronautics (IDA) and the Federal Aviation Administration (FAA) to release the *first group* of these parcels from the airport property and sell them to the identified buyers. The subject parcels are identified in Attachment 1 – Parcel Release Status.

Scope of Services

Burns & McDonnell is presenting this proposal for aviation planning and environmental services in support of this endeavor. The project began in 2016 with the proposed release of several parcels, and continued through 2017 working toward the identification and release of certain parcels. In the Spring of 2018, the project evolved when the Village was approached by a potential buyer to purchase several parcels on the old airfield including Hangar 1 and Hangar 2. This drove changes to the parcels being considered for release and required subdivision of certain parcels, adding a new level of complexity. Additional effort beyond the originally proposed scope of services is required to incorporate these changes. The IDA and FAA have also required additional deliverables that are not typical and were not anticipated in the original proposal. Specifically, the following additional tasks are required to complete the application package for the revised parcels, submit to the IDA and FAA, and ultimately release these parcels from Federal obligations.

- Identify and describe each of the parcels that the Village would like to release at a later date, and present these parcels and descriptions to the FAA at meetings in the FAA offices for preliminary concurrence on their release.
- Develop a project schedule that was acceptable to the Village and the buyer that accommodated the FAA and the Divisions release process.
- Monthly conference calls, then weekly, with the IDA, FAA and the Village to facilitate coordination, update progress and keep the schedule on track.
- Additional coordination, conference calls and tasks due to the Division staff changes. This coordination was vital to bring the new Division personnel up to speed quickly to stay on schedule and to address their aeronautical use concerns on the release of specific parcels.
- Prepare documents for the FAA to submit to the Illinois Historic Preservation for the transfer of the covenants for the parcels that are part of the Chanute Historic District.
- Prepare documents that were submitted to the Illinois Historic Preservation to review buildings on A2b-2 and A2d-2 for future releases due to the long lead time on this.
- Prepare a revised Condensed Environmental Assessment (CEA), respond to IDA and FAA draft comments and submit final CEA.
- Update Airport Layout Plan, prepare summary of changes of ALP for FAA review. Respond to Division and FAA comments.
- Revise the airport property boundary lines, property map table and legal descriptions in the Exhibit A property map and respond to Division and FAA comments. Revise format of Exhibit A in response to IDOA request to conform to current requirements. Revise final Exhibit A from FAA Aeronautical study. Review past release documents and research release dates of parcels already released to gather requested



Mr. Eric Vences
Village of Rantoul
November 2, 2018
Page 2

information for the Division for their files. This information was requested to be placed on the data sheet in the Exhibit A.

- Assemble revised land release packet in accordance FAA Order 5190.6B, FAA Airport Compliance Manual. Coordinate with IDA and FAA to submit the application package and respond to subsequent comments and questions.
- Respond to any comments or questions during the Federal Registry process.
- Complete any necessary work for the FAA to sign off on the parcel release.

Compensation

Burns & McDonnell proposed to perform these services on a not to exceed time and materials basis for Thirty Four Thousand Five Hundred Twenty Eight and 00/100 Dollars (\$34,528.00). Burns & McDonnell will not exceed this amount without prior written approval of the Village of Rantoul. This fee is based on the assumptions and clarifications indicated below.

Assumptions and Clarifications

The proposed fee is based on the following:

- The fee is based upon the release of the first group of the parcels as shown in Attachment 1. The additional groups are not included in this proposal. The group includes 6 parcels – A3a, A3b, A2c-8, A1b-3:1, A1b-4, A1b-2:1.

Authorization

The Scope of Services was performed under the Terms and Conditions for Professional Services originally included as an Attachment to the initial proposal, dated May 24, 2016. If this is satisfactory, please sign and date this document and return one signed copy to us. We appreciate the opportunity to serve the Village and look forward to your favorable response and approval. Please call if you have any questions or require additional information regarding this proposal.

Sincerely,

Brian Quinlan, PE
Project Manager

Village of Rantoul

By: _____

Title: _____

Date: _____

Enclosure: Attachment 1 – Parcel Release Status

cc: Burns & McDonnell File



LEGEND:

--- PARCEL LIMITS

Source: IHPA HarGIS, and Burns & McDonnell

Aerial Map
NOT TO SCALE



Figure _2
Aerial Map
Rantoul National Aviation Center
Parcel Release

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM		PAGE	OF
ITEM: Engineering Services to Prepare an Airport Property Release Application	DEPARTMENT: Public Works		
AGENDA SECTION:	AMOUNT: \$59,951.00		
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 25, 2016		
SUMMARY HIGHLIGHTS: <p>This Agenda Item provides for an engineering service agreement with Burns & McDonnell to prepare an airport property release application. The intent of the application is to identify parcels of property that are within the current boundary of the Rantoul National Aviation Center which are not necessary for current or future airport operations and then attempt to secure approval from the Illinois Division of Aeronautics (IDA) and the Federal Aviation Administration (FAA) to release them from the Aviation Center. Once released, the properties could offer a wider range of use and/or could even be sold.</p> <p>Two (2) previous property specific release applications were drafted in early 2015, but this agreement will provide a more comprehensive and all-inclusive approach to allow for additional development opportunities and uses.</p> <p>The Burns & McDonnell team serves the Village as the Airport Engineers and is familiar with the airport properties and the required application process.</p>			
RECOMMENDED ACTION: Authorize an engineering service agreement with Burns & McDonnell in the not-to-exceed amount of \$59,951.00 for the preparation of an airport property release application which will be submitted to IDA and the FAA.			
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR:		
AGENDA PAGE NUMBER:			

REFERENCE

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Release of Airport Property	DEPARTMENT: Airport
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: (X) SUPPORTING DOCUMENTS	DATE: 3/30/2015
<p>SUMMARY HIGHLIGHTS: Under the Federal Aviation Administration’s (FAA) requirements for airport properties, the Village cannot sell properties or buildings that were included in the FAA-sponsored airport Public Benefit Conveyance without first seeking permission from the FAA. The airport was originally envisioned to be a much larger commercial airport but it never was able to attract the demand to make expansion viable. Consequently the airport has a much larger footprint than is otherwise necessary for a general aviation airport and it would be beneficial to ask for the release of certain airport properties so as to allow their sale.</p> <p>We have a perspective buyer for building 52, building 56, and 4.5 acres of the parcel they sit on (A2b-3; see attached map). This property is removed from the airport and currently vacant. No future aeronautical use of this land is foreseeable. The perspective buyer has been vetted by the Inspection Department and Village administration to ensure they will conduct an operation compatible with the neighborhood. This property was listed by Coldwell Banker.</p> <p>Process for Release:</p> <ol style="list-style-type: none"> 1. Village Justification Letter 2. Illinois Department of Transportation Review 3. FAA Airport District Office (ADO) Review 4. FAA Regional Office Review 5. FAA Regional Legal Review 6. FAA Airport Headquarters Review 7. Federal Register Notice Publication (30 days open to Public Comment Period) 8. Address public comments, if required 9. FAA ADO writes/sends out approval or denial letter 	
<p>RECOMMENDED ACTION: The airport’s recommendation is that the Village Board declare this 4.5 acre portion of Parcel A2b-3 as surplus to the airport’s requirements presently and in the future so as to allow its release and disposal.</p>	
<p>DEPARTMENT HEAD APPROVAL: Rune Duke, Airport Manager</p>	<p>VILLAGE ADMINISTRATOR: Jeffrey Fiegenschuh, Administrator</p>

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Release of Airport Property	DEPARTMENT: Airport
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: (X) SUPPORTING DOCUMENTS	DATE: 2/19/2015
<p>SUMMARY HIGHLIGHTS: Under the Federal Aviation Administration’s (FAA) requirements for airport properties, the Village cannot sell properties or buildings that were included in the FAA-sponsored airport Public Benefit Conveyance without first seeking permission from the FAA. The airport was originally envisioned to be a much larger commercial airport but it never was able to attract the demand to make expansion viable. Consequently the airport has a much larger footprint than is otherwise necessary for a general aviation airport and it would be beneficial to ask for the release of certain airport properties so as to allow their sale. The parcels being requested for release are: O2, A2b-1, and a portion of A1a and A2c-3b.</p> <p>Process for Release:</p> <ol style="list-style-type: none"> 1. Village Justification Letter 2. Illinois Department of Transportation Review 3. FAA Airport District Office (ADO) Review 4. FAA Regional Office Review 5. FAA Regional Legal Review 6. FAA Airport Headquarters Review 7. Federal Register Notice Publication (30 days open to Public Comment Period) 8. Address public comments, if required 9. FAA ADO writes/sends out approval or denial letter <p>Pursuing the approval for the release of airport land does not obligate the Village to selling this land. This step of having the land released simply provides the airport and the Village the option to sell the land. If the FAA were to approve our request, then we could discuss the process of rezoning as we would now know that the sale of certain airport land is an option. Zoning/land use options include commercial/industrial, golf course, and green space.</p>	
<p>RECOMMENDED ACTION: The airport’s recommendation is that the Village Board declares the designated land (pink areas in attachments) as surplus to the airport’s and Village’s future requirements so that this land could possibly be sold following FAA concurrence.</p>	
<p>DEPARTMENT HEAD APPROVAL: Rune Duke, Airport Manager</p>	<p>VILLAGE ADMINISTRATOR: Jeffrey Fiegenschuh, Administrator</p>



May 24, 2016

Pete Passarelli
Assistant Public Works Director
Village of Rantoul
200 W. Grove Avenue
Rantoul, IL 61866

Re: Proposal for Preparation of Application Packages for Airport Property Release and Conversion to Concurrent Use

Dear Mr. Passarelli:

The Village of Rantoul has identified certain parcels within the boundary of the Rantoul National Aviation Center that are not necessary for current or future airport operations, are under-utilized and do not contribute to the airport financially or operationally. In order to provide revenue and reduce maintenance costs to the airport, the Village of Rantoul intends to submit an application to the Illinois Division of Aeronautics (IDA) and the Federal Aviation Administration (FAA) to release a portion of these parcels from the airport property and convert a portion of them to concurrent use. The subject parcels are identified in the Plan for Surplus Property and Concurrent Use at the Rantoul Airport. During our phone conversation on September 11, 2015 the Plan was amended to take no action on two portions of A1A, including 5.5 acres by the golf course and the parcel that contains the transformer substation at the south end of the airport.

Scope of Services

Burns & McDonnell is pleased to present this proposal for aviation planning and environmental services in support of this endeavor. We have identified the following scope elements required to complete the application package and submit it to the IDA and FAA.

- Conduct a site investigation of parcels to be released or converted to concurrent use
 - Conduct a field survey to establish property corners and write new legal descriptions for parcels to be sub-divided
 - Prepare a Condensed Environmental Assessment (CEA) for each parcel greater than 3 acres to be released or converted (16 each)
 - Prepare a Categorical Exclusion (CATEX) for each parcel less than 3 acres to be released or converted (3 each)
 - Revise the airport property boundary lines and property map table in the Airport Layout Plans
 - Revise the airport property boundary lines, property map table and legal descriptions in the Exhibit A property map
- Coordinate with IDA and FAA to submit the application package and respond to subsequent comments and questions

Compensation

Burns & McDonnell proposes to complete the Project on a not-to-exceed time and materials basis for Fifty Nine Thousand Nine Hundred Fifty One and 00/100 Dollars (\$59,951.00). An estimate of man-hours associated with this scope is included as Attachment 2. Burns & McDonnell will not exceed this amount without prior written approval of the Village of Rantoul. For additional or changed scope of work, the amount of payment shall be as negotiated on a lump sum or hourly labor billing rate plus reimbursable expense basis. This fee is contingent on the assumptions and clarifications indicated below.



Pete Passarelli
Village of Rantoul
September 21, 2015
Page 2

Assumptions and Clarifications

The proposed fee is based on the following:

- The CEA format provided by IDA will be sufficient documentation for all parcels greater than 3 acres to be released or converted
- The CATEX format provided by IDA will be sufficient documentation for all parcels less than 3 acres to be released or converted
- The environmental documentation (CEA and CATEX) will be combined into a single report document for submittal to the IDA and FAA
- Line work for the location and limits of parcels to be release or converted will be provided by (or approved by) the Village prior to conducting field visits and site surveys and before preparing the environmental documentation

Authorization

This scope of work will be performed under the Terms and Conditions for Professional Services included as Attachment 3. If this proposal is satisfactory, please sign and date this document and return one signed copy to us. We appreciate the opportunity to serve the Village, and look forward to your favorable response and approval. Please call if you have any questions or require additional information regarding this proposal.

Sincerely,

Brian Quinlan, PE
Associate Civil Engineer

Village of Rantoul

By: H. K. Hill

Title: Mayer Pro Tem

Date: 6/14/2016

Enclosure: Attachment 1 – Plan for Surplus Property and Concurrent use at the Rantoul Airport
Attachment 2 – Estimate of Man-hours
Attachment 3 – Terms and Conditions for Professional Services

cc: Burns & McDonnell File

ATTACHMENT 1



Village of
Rantoul

Rantoul National Aviation Center
6 Aviation Center Drive
Rantoul, Ill 61866

Phone 217.892.6895
Fax 217.892.6899

Plan for Surplus Property and Concurrent Use at the Rantoul Airport

We present the following discussion of certain airport parcels as either requested for release or concurrent use (synonymous with non-aeronautical use) given the following premises:

- 1) The airport is much larger than a general aviation airport with less than 20 based aircraft needs to be (in regards to non-aeronautical buildings and non-attached land).
- 2) The majority of airport revenue is utilized to support non-aeronautical buildings and land.
- 3) The airport is not financially self-sufficient.
- 4) There is no current designation on the ALP of any concurrent use approved parcels of land.
- 5) There is a large number of concurrent use conducted on airport grounds.
- 6) The airport hosts a large number of non-aeronautical special events due to the large amount of ground available and the financial benefit they provide.
- 7) The large amount of land and buildings for an airport of this size results in the airport's encumbrances (grant assurances, deeds, etc.) being a burden on the airport, i.e., financial self-sustainability and flexibility being at odds with our federal obligations.
- 8) We wish to meet our federal obligations while being in a better position long-term financially.

We also based our decision making for certain parcels on: (1) selling land within the BRL is not prohibited, and (2) identifying a special event area (concurrent use) would result in the elimination of special event notification/approval for those special events that occur within this area that meet the stipulations/restrictions therein.

Due to the lengthy and financially burdensome process of either requesting a parcel for release or concurrent use, the airport would initiate this transition towards full compliance and parcel designation through a step-by-step process. This methodical but slower process has been verbally accepted by IDOT DOA as agreeable. This paper simply tries to lay out the overall plan, while also discussing each parcel that would have a change of use on the ALP, in order to provide awareness to the reader of what our thought process is. All justification and explanation is not provided.

Surplus Property to be Released

The sale of airport property is part of a long-term vision of reducing the airport's footprint to a more realistic size for the type of airport it is. The financial burden of maintaining, managing, and trying to lease many of these lots results in a loss for the airport and inhibits financial self-

sustainability. Removing certain properties would be a long-term benefit and would only be done if it would increase the likelihood of self-sustainability. Certain buildings (because of their condition) are not realistically leasable but are likely to sell. Our experience has shown a sale of certain buildings is the only way we can reduce our maintenance fees and get any measurable amount of revenue from them. These properties could be argued to have never been needed for aeronautical use.

Parcel A2b-3 (4.5 Acres)

This southeast area includes several acres of vacant land and Buildings 52 and 56. This area will be sold off to a private company. This area is outside the airport fence line, not contiguous to the airport, has no aeronautical development possibilities, the buildings are in poor condition which make leasing less than likely, and the cost of grounds and building maintenance makes a sale beneficial.

Parcel A2b-1 (3.754 Acres)

This parcel consists of green space and an asphalt parking lot. This area is outside the airport fence line, not contiguous to the airport, has no aeronautical development possibilities, and is a burden to the airport due to grounds maintenance. This area will be sold off either by itself to a developer or in conjunction with the sale of Building 720 (not airport building) to the south of this lot. This area was approved by the Village Board as surplus to the airport's future needs.

Parcel O2 (2.392 Acres)

This parcel has several abandoned tennis courts in poor condition and a parking lot. This area is outside the airport fence line, not contiguous to the airport, has no aeronautical development possibilities, and is a burden to the airport due to grounds maintenance. The parking lot is utilized by the Rantoul Business Center and the tennis courts are the proposed location for the Rantoul Veterans Memorial. This site is proposed to be sold to the Village of Rantoul for development and utilization by the Rantoul Business Center. This area was approved by the Village Board as surplus to the airport's future needs.

Parcel A2c-3b (3.2 Acres)

This parcel is green space. This parcel has development potential due to its location adjacent to Hangar 4's parking lot and Galaxy Drive. The possible buyers of this land include the Chanute Air Museum, the Village of Rantoul, or a private developer. This is a proposed site for the Rantoul Veterans Memorial which could be developed should the Village purchase this land. This land is outside the airport fence line, is not near the flight line, has no aeronautical development possibilities, and is a burden to the airport due to grounds maintenance. This area was approved by the Village Board as surplus to the airport's future needs.

Parcel A1a (5.5 Acres)

This parcel includes green space which has been used in the past for a golf course driving range. This land is outside the airport fence line, is not on the flight line (for development purposes), has no aeronautical development possibilities, and is a burden to the airport due to grounds maintenance. Several acres are within the BRL but the proposed use as golf course land (green space) appears to be a compatible land use as notably golf course is a compatible land use in the more restrictive RPZ. A future driving range could be required to be designed so all balls are hit

parallel to the north-south runway in order to protect the airport from FOD. The golf course is willing to purchase this land but has decided that it will not lease it. We believe releasing this land would reduce the airport's cost, provide revenue to the airport where there was not an opportunity in the past, and not impact the safety of the airport users. This area was approved by the Village Board as surplus to the airport's future needs.

Parcel A2d-2 (21 Acres)

This parcel includes Building 801 and green space. This building is currently utilized by a church which we propose to sell the property to at or above fair market value. We believe the sale of this building will have a much more positive impact on the airport versus continuing to lease it. Being responsible for managing and maintaining it is not a long-term benefit when looking at the amount of revenue we get for its lease. We believe this land and building should not be airport due to its location outside the airport fence line, has no foreseeable aeronautical development possibilities, and the cost of grounds and building maintenance makes a sale beneficial.

Concurrent Use

Many of the users of the Rantoul Airport buildings are short term users with leases less than 5 years. Depicting these buildings on the ALP as concurrent use and approving them for said use is the best method for ensuring grant assurance compliance. It is not realistic at this airport to go through the concurrent use process for each short term user due to the time and expense involved, and the likelihood this burden would reduce the attractiveness of their utilization by companies. Indicating existing concurrent use of certain facilities and parcels meets our grant assurance requirements. Proposing concurrent use for our special event area (outside the BRL) could result in a long-term reduction in paperwork due to the elimination of the need to notify FAA of each special event. Coordination would still continue for special events that occur outside this area or include an activity that would not be allowed under the concurrent use approval (e.g., tall crane). This concurrent use special event area realistically identifies this area for what it is truly used for and would mean compliance with our grant assurances.

Parcel A2b-3 (4.4 Acres)

This northwest area includes Buildings 61 and 62. This area is currently used by non-aeronautical companies so must be reflected as a concurrent use on the ALP. These buildings have a long-term benefit to the airport due to the value of the lease revenue despite not being connected to the airport and not having a foreseeable aeronautical benefit.

Parcel A2b-2 (11.719 Acres)

This parcel includes Building 718 and several old parking lots. This area is currently used by non-aeronautical companies so must be reflected as a concurrent use on the ALP. This building has a long-term benefit to the airport due to the value of the lease revenue despite not being connected to the airport and not having a foreseeable aeronautical benefit.

Parcel A1b-6 (1.5 Acres)

The western portion of this parcel includes Building 736 and a driveway. The eastern boundary for the area proposed for concurrent use terminates at the RPZ. This area is currently used by non-aeronautical companies so must be reflected as a concurrent use on the ALP. This building

has a long-term benefit to the airport due to the value of the lease revenue despite not being connected to the airport and not having a foreseeable aeronautical benefit.

Parcel A2c-3a (5.339 Acres)

This parcel has Building 96 and 98 and the associated parking lot. This entire parcel is proposed for concurrent use due to its ability to generate lease revenue for the airport by being warehouse space for non-aeronautical companies. Its current use includes storage space for the airport and Village. This parcel could be sold at a future date if it was advantageous to the airport.

Parcel A2c-7 (1.5 Acres)

This northeastern area has Building 23 and 26. This area is currently used by non-aeronautical companies so must be reflected as a concurrent use on the ALP. These buildings have a long-term benefit to the airport due to the value of the lease revenue but do not have a foreseeable aeronautical benefit. Due to the location of this parcel to the flight line, releasing this property would not be advisable.

Parcel A2c-3c (6.934 Acres)

This parcel includes Hangar 4. This area is currently used by non-aeronautical companies so must be reflected as a concurrent use on the ALP. This building has a long-term benefit to the airport due to its location to the flight line.

Parcel A2c-8 (7.251 Acres)

This parcel includes Hangar 3. This area is forecast to be used by non-aeronautical companies so must be reflected as a concurrent use on the ALP. This entire parcel is proposed for concurrent use due to its ability to generate lease revenue for the airport by being warehouse space for non-aeronautical companies. This parcel could be sold at a future date if it was advantageous to the airport.

Parcel A1b-3 (3.719 Acres)

This parcel is the parking lot for Hangar 3. This area is forecast to be used by non-aeronautical companies so must be reflected as a concurrent use on the ALP. This entire parcel is proposed for concurrent use due to its ability to generate lease revenue in combination with Hangar 3. This parcel could be sold at a future date if it was advantageous to the airport.

Parcel A3b (7.247 Acres)

This parcel includes Hangar 2 and its parking lot. This area is currently used by non-aeronautical companies so must be reflected as a concurrent use on the ALP. This building has a long-term benefit to the airport due to its location to the flight line but could be sold if it was advantageous to the airport. The cost associated with reincorporating Hangar 2 to the runways would be cost prohibitive due to the condition of the ramp and taxiway. Hangar 2 is in poor condition as well. This building does not have a foreseeable or realistic aeronautical user.

Parcel A3a (8.739 Acres)

This parcel includes Hangar 1 and its parking lot. This area is currently used by non-aeronautical companies so must be reflected as a concurrent use on the ALP. This building has a long-term benefit to the airport due to its location to the flight line but could be sold if it was advantageous

to the airport. The cost associated with reincorporating Hangar 1 to the runways would be cost prohibitive due to the condition of the ramp and taxiway. Hangar 1's high bay is no longer usable for aircraft storage but could be utilized for an air freight operation. An air cargo operation is not realistic at Rantoul and so this property would be sold if it was beneficial to the airport.

Parcel A1b-4 (20.821 Acres)

This parcel includes green space and the parking lot associated with Hangar 1. This area is currently used by non-aeronautical companies so must be reflected as a concurrent use on the ALP. This parcel is also utilized on a frequent basis by special events at the airport. Reflecting this entire area as concurrent use would represent the current conditions and future conditions at the airport. A long-term recognition of the airport's special event area would benefit the airport and its users.

Parcel A1b-1 (25 Acres)

This parcel includes Building 20, parking lot, Hangar 2 ramp, Hangar 4 outdoor aircraft display, and Public Work's concrete storage pad. This western portion is utilized by non-aeronautical companies and non-aeronautical special events. Indicating this area as concurrent use would reflect what is occurring at the airport. The northern area of this parcel does extend to within the BRL but does not encompass any area within the RPZ.

Parcel A1a (15 Acres)

This area includes a special event area to the northwest and a utility transformer substation to the south. Indicating this area as concurrent use would reflect what is occurring at the airport.

Parcel A1b-2 (3.5 Acres)

This area is utilized for special events. Indicating this area as concurrent use would reflect what is occurring at the airport.

Parcel A2d-2 (68 Acres)

This parcel includes the Prairie Pines Campground, a hay barn, and several vacant concrete pads. This area is currently used by non-aeronautical companies so must be reflected as a concurrent use on the ALP. This parcel is also utilized on a frequent basis by special events at the airport. Reflecting this entire area as concurrent use would represent the current conditions and future conditions at the airport.

Parcel A2d-1 (1.888 Acres)

This parcel is made up of green space. This area is forecast for non-aeronautical development so may be sold at a later time but is now best represented as concurrent use due to its utilization by special events.

Y

ATTACHMENT 2

Rantoul National Aviation Center
Preparation of Application Packages for Airport Property Release and Conversion to Concurrent Use
May 24, 2016

Estimate of Man-hours							
Task No.	Task Description	Senior Project Engr./Arch.	Senior Engineer/ Architect	Engineer/ Architect	Technician	Clerical	Summary of Hours
1.0	ALP Drawing Revisions						
1.01	Cover Sheet				1		1
1.02	Airport Layout Drawing		1		2		3
1.03	Inner Portion of Runway 9 Approach		0.5		1		1.5
1.04	Inner Portion of Runway 18 Approach		0.5		1		1.5
1.05	Terminal Area Drawing				1		1
1.06	Airport Property Map		2		2		4
1.07	Airport Land Use Drawing		1		1		2
1.08	Runway 9-27 Departure Surface Drawing				1		1
2.0	Environmental Documentation						
2.01	CEA Part I - General Project Identification (16 Each)		4		4		8
2.02	CEA Part II - Environmental Consequences (16 Each)		32		32		64
2.03	CEA Part III - Permits, Mitigation, Coordination and Public Involvement (16 Each)		4		4		8
2.04	CEA Supporting Documentation (16 Each)		96		96		192
2.05	Categorical Exclusions (3 Each)		15		15		30
2.06	Site Visit		16		8		24
3.0	Design & Administration Tasks						
3.01	RNAC / IDOT-DOA / FAA Coordination	4					4
3.02	Project Management	16					16
Manhour Totals		20	172	0	169	0	361
Labor							
	Hourly Rates	\$202.00	\$174.00	\$158.00	\$131.00	\$72.00	
	Cost	\$4,040.00	\$29,928.00	\$0.00	\$22,139.00	\$0.00	
Total Labor Cost							\$56,107.00
3.0 Direct Costs							
3.01	Printing		150	sf @	\$1.00	per sf	\$150.00
3.02	Shipping		2	each @	\$20.00	per each	\$40.00
3.03	Mileage		280	miles @	\$0.55	per mile	\$154.00
3.04	Survey Subconsultant						\$3,500.00
Total Expenses Cost							\$3,844.00
						Total Project Cost	\$59,951.00

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$61.00
Technician *	6	72.00
Assistant *	7	82.00
	8	114.00
	9	131.00
Staff *	10	145.00
	11	158.00
Senior	12	174.00
	13	191.00
Associate	14	202.00
	15	214.00
	16	217.00
	17	225.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2015, and are subject to revision thereafter.

ATTACHMENT 3

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Airport Property Release and Conversion to Concurrent Use
Client: Village of Rantoul

Date of Letter, Proposal, or Agreement: September 21, 2015
Client Signature: _____

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMCD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BMCD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMCD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMCD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMCD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMCD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMCD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMCD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, and Commercial General Liability and Automobile Liability insurance each with combined single limits of \$1,000,000.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMCD as an Additional Insured or to endorse Client and BMCD using ISO form CG 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMCD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMCD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMCD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of BMCD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide waivers of subrogation in favor of Client and BMCD for damage covered by any construction contractor's property insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMCD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMCD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold

harmless BMCD from any liability arising from this Project or Agreement, except to the extent caused by BMCD's negligence.

5. PROFESSIONAL RESPONSIBILITY— LIMITATION OF REMEDIES

A. BMCD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMCD fails to meet the foregoing standard, BMCD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMCD in writing within one year from the completion of BMCD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMCD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMCD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMCD's insurance, will not exceed the compensation paid to BMCD or \$100,000, whichever is greater.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BMCD and remedies of Client, whether liability of BMCD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMCD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMCD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMCD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMCD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMCD's instruments of service. BMCD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMCD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMCD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMCD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMCD.

B. In the event that BMCD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents

(continued on reverse side)

that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s) failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all

amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association.

C. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW AND VENUE

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Illinois, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the 18th Judicial Circuit Court, County of DuPage, Wheaton, Illinois, or the United States District Court, Northern District of Illinois.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

REFERENCE

Greg Hazel

To: Eric Vences
Subject: RE: Rantoul Land Release

From: Gary.D.Wilson@faa.gov [mailto:Gary.D.Wilson@faa.gov]

Sent: Thursday, November 01, 2018 4:12 PM

To: Eric Vences <EVences@village.rantoul.il.us>

Subject: Rantoul Land Release

Hi Eric –

Here is the approval. Please have two copies signed and return to me.

Thanks for your patience.

Gary D. Wilson
Program Manager
FAA Chicago Airports District Office
2300 E. Devon Ave
Des Plaines IL 60018
(847) 294-7631
Gary.D.Wilson@faa.gov



U.S. Department
of Transportation
**Federal Aviation
Administration**

Great Lakes Region
2300 E. Devon Avenue
Des Plaines, Illinois 60018

November 1, 2018

Mr. Eric Vences, Airport Manager
Rantoul National Aviation Center-Frank Elliott Field
6 Aviation Center Drive
Rantoul, Illinois 61866

Dear Mr. Vences:

Rantoul National Aviation Center – Frank Elliott Field, Rantoul, Illinois
Release of Airport Property (Approximately 55.4 Acres)
Parcels A3a (13.17 ac), A3b (16.67 ac), A2c-8 (10.12 ac), A1b-4 (11.34 ac), A1b 2:1
(3.20 ac) and A1b-3:1 (0.93 ac)

We are in receipt of your letter dated, August 17, 2018 requesting for the Federal Aviation Administration (FAA) to release the Rantoul National Aviation Center – Frank Elliott Field (hereinafter referred to as "sponsor") of its obligations to maintain as airport property, 55.4 acres.

It has been determined that the parcels of land to be released will not be needed for present or foreseeable airport purposes and such release for sale will not materially or adversely affect the use, operation, or maintenance of the airport. The Village of Rantoul will receive at least Fair Market Value for the land.

The sponsor is hereby released from the terms and conditions of all prior grant agreements with the United States of America to maintain the above mentioned parcels as airport property.

As a condition of FAA consent, the sponsor is obligated to include in any deed, lease, or other conveyance of property interest to others, the following reservation and/or restrictions:

1. The Airport Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing at, taking off from, or operating from Airport.
2. The Airport reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of entry onto the real property herein conveyed to cut, remove, or lower any building, structure, poles, trees, or other object, whether natural or otherwise,

of a height in excess of Federal Aviation Regulation (FAR) Part 77 surfaces relating to Airport. This public right must include the right to mark or light as obstructions to air navigation, any and all buildings, structures, poles, trees, or other object that may at any time project or extend above said surfaces.

3. Grantee expressly agrees for itself, its successors and assigns that the Property only be used for purposes that is compatible with noise levels of airport operations. The Property must not be used for residential purposes, which purposes include single family, multifamily or mobile home development; for educational facilities (as described in state law); or other noise sensitive land use not compatible with airport noise as described in 14 Code of Federal Regulations Part 150, as amended.

4. The grantee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the property to a height which does not exceed the height requirements set forth in Part 77 of the FAA Regulations, as amended, or any similar regulations which may hereinafter be enacted relating to the Airport.

5. The grantee expressly agrees for itself, its successors and assigns, to file a notice consistent with requirements of FAR Part 77 (FAA Form 7460-1) prior to constructing any facility, structure, or other item on the land described above.

6. The grantee expressly agrees for itself, its successors and assigns, to not hereafter use, permit, or suffer use of the land described above in such a manner as to create electrical interference with radio communication between the installation upon the airport and aircraft or as to make it difficult for fliers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the airport, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft.

7. The grantee expressly agrees for itself, its successors and assigns, to not hereafter use, permit, or suffer use of the land described above in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.

8. 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.

The aforesaid covenants and agreements shall run with the land, as herein described above, for the benefit of the sponsor, its successors and assigns in the ownership/operation of the Rantoul National Aviation Center-Frank Elliott Field.

The net proceeds from the sale of the property described herein are considered airport revenue and must be expended for the capital or operational costs of the airport until the current fair market value has been collected. After this amount has been collected and expended for the airport, the Rantoul National Aviation Center-Frank Elliott's Field's financial obligation to the airport for the release of the 55.4 acres of land will be terminated.

The sponsor will deposit the net proceeds from the sale of the above described property or any other funds received from the purchase agreement into an identifiable interest bearing airport account.

The sponsor agrees to update the approved Airport Exhibit "A" Property Map to reflect this land release and submit a certified copy to the FAA within 90 days of the date of this letter. Also, as a condition of the FAA's consent, the sponsor agrees to update the Airport Layout Plan to reflect the land release.

Three (3) copies of this letter of release are being submitted. In the space below, please indicate your acceptance of the release by affixing your signature thereto and returning two executed copies to the Chicago Airports District Office.

Sincerely,



Deb Bartell, Manager
Chicago Airports District Office

cc: Illinois Department of Transportation – Division of Aeronautics

Enclosures

Accepted this _____ day of _____, 2018

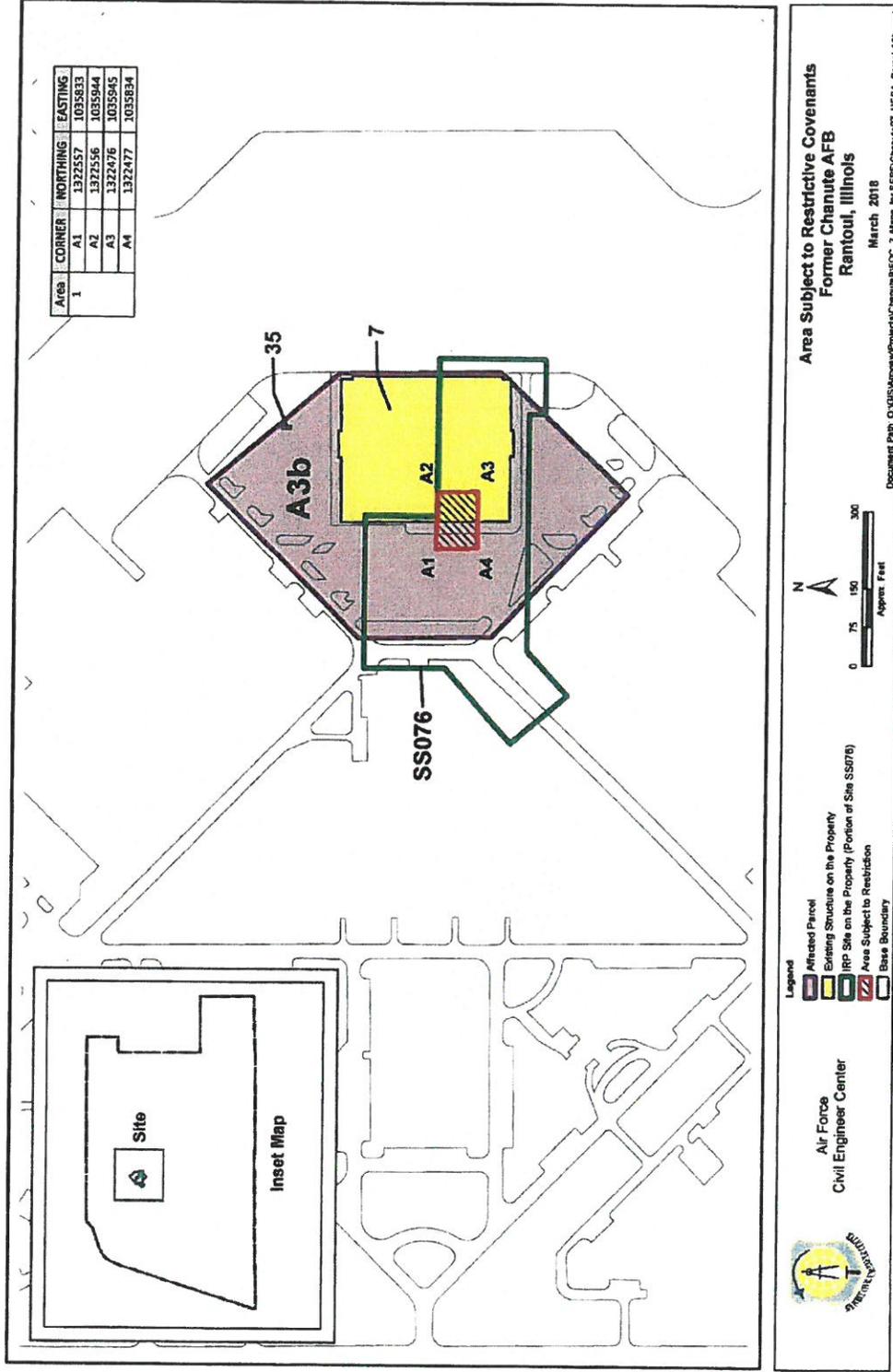
Rantoul National Aviation Center-Frank Elliott Field, Rantoul, Illinois

By _____

Title _____

EXHIBIT C

Depiction of Site SS076



ORDINANCE NO. 2598

**AN ORDINANCE
AUTHORIZING AND APPROVING AGREEMENTS
FOR THE SALE OF REAL ESTATE OWNED BY THE
VILLAGE OF RANTOUL, ILLINOIS, AND CERTAIN
RELATED LEASE AGREEMENTS IN CONNECTION THEREWITH
(735, 801, 909 and 1011 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, 909 and 1011 Pacesetter Drive and 1 Aviation Center Drive, Rantoul, Illinois (collectively, the “**Premises**”); 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 Premises; 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 two (2) separate Agreements for Sale of Real Estate by and between the Village, as Seller, and John Van Der Velde, as Buyer (the “**Buyer**”); namely, (i) one of which the Buyer has agreed to purchase Hangar 4 of the Premises for \$300,000.00 (the “**Cash Agreement**”) and (ii) the other in which the Buyer has agreed to purchase Hangars 1, 2 and 3 and 1 Aviation of the Premises for \$7,875,000.00 with Seller financing (the “**Financed Agreement**”, which together with the Cash Agreement, are the “**Agreements**”). (All capitalized words and terms not otherwise defined herein shall have the same meaning as ascribed to them in the Agreements); and

WHEREAS, there are certain leases that are an integral part of the transaction detailed in the Agreements; namely, (i) a lease of Hangar 4 of the Premises from the Village to the Buyer pending the closing of the sale under the Agreements, and (ii) a lease of Hangar 3 from the Buyer back to the Village for a period of five (5) years to facilitate a financing arrangement for the Buyer (collectively, the “**Leases**”).

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 Agreements, including the terms thereof as respectively set forth in the form of each of the Agreements which have been presented to and are now before the meeting of the Corporate Authorities at which this Ordinance is adopted, together with the related Leases, 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 each of the Agreements and each of the Leases and the Village Clerk is hereby authorized to attest such execution of each of the Agreements and each of the Leases, with such changes and revisions in the form of such documents 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 each of

the Agreements and each of the Leases 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 Premises is hereby authorized to be made to the Buyer upon full and complete performance by the Buyer of its obligations under each of the Agreements and each of the Leases, the Corporate Authorities hereby expressly finding that the Premises are 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 each of the Agreements and each of the Leases, including such conveyance of the Premises, are hereby ratified, confirmed and approved.

Section 5. That all prior ordinances and resolutions authorizing and approving the sale of the Premises by whatever title or titles as may have been ascribed thereto are hereby superseded.

Section 6. 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 each of the Agreements and each of the Leases under 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 Premises in connection with each of the Agreements.

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 11th day of December, 2018.

Village Clerk

APPROVED this 11th day of December, 2018.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE	OF
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ITEM: 6th Amendment Sales & Lease Agreements for 735, 801, 909 & 1011 Pacesetter Dr. (Hangars 1, 2, 3 & 4) and 1 Aviation Center Drive	DEPARTMENT: Public Works- Airport
AGENDA SECTION:	AMOUNT: \$5,450,000.00 Total \$8,175,000.00 total purchase price -\$2,725,000.00 Rebate/Lease (Hangar 3)
ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: November 29, 2018
<p>SUMMARY HIGHLIGHTS:</p> <p>This agenda item provides for an amendment to the sales agreement and initial lease agreement of the properties at 735, 801, 909 and 1011 Pacesetter Dr. (Hangars 1, 2 & 3) and 1 Aviation Center Dr. (Building 20). No changes are being proposed for the lease back of Hangar 3.</p> <p>The buyer has now expressed his interest in the Village providing “seller financing” on the remainder of the properties through March 2020. At that time the Village would receive a balloon payment. Until then, the Village would retain deeds or be the 1st lienholder against the property while the buyer makes payments under the following general terms:</p> <ol style="list-style-type: none"> 1. 20% down payment of \$2,250,000 due at closing 2. Seller Finance of \$5,925,000 3. Term of 15 months interest only at a rate of 4.5% 4. This equates to a monthly payment to the village of \$22,218.75 <ol style="list-style-type: none"> a. 12 months will be prepaid at closing which amounts to \$266,625.00 b. the remaining 3 months will be paid in monthly installments. 5. A Balloon Payment of \$5,925,000 to the Village by March 30, 2020 	
<p>RECOMMENDED ACTION: Authorize the approval of the 6th Amended Sales & Lease Agreement to include seller financing of 735, 801, 909 & 1011 Pacesetter Dr. (Hangars 1, 2, 3 & 4) and 1 Aviation Center Drive in the amount of \$5,925,000.</p>	
<p>DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. <i>gh</i> Jake McCoy, P.E. <i>JM</i> Eric Vences <i>EV</i></p>	<p>VILLAGE ADMINISTRATOR: Scott Eisenhauer <i>Scott Eisenhauer</i></p>

REFERENCE

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM PAGE OF

<p>ITEM: Fifth Amendment Sales & Lease Agreements for 735, 801, 909 & 1011 Pacesetter Dr. (Hangars 1, 2, 3 & 4) and 1 Aviation Center Drive</p>	<p>DEPARTMENT: Public Works - Airport</p>
<p>AGENDA SECTION:</p>	<p>AMOUNT: <u>\$5,450,000.00 Total</u> <u>\$8,175,000.00 total purchase price</u> <u>\$5,475,000.00 (Hangar 3 & 1 Aviation)</u> <u>\$2,700,000.00 (Hangar 1, 2 &4)</u> <u>-\$2,725,000.00 Rebate/Lease (Hangar 3)</u></p>
<p>ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS</p>	<p>DATE: October 29, 2018</p>
<p>SUMMARY HIGHLIGHTS: This Agenda item provides for an amendment to the sales agreement and initial lease agreement of the properties at 735, 801, 909 & 1011 Pacesetter Dr. (Hangars 1, 2, 3 & 4) and 1 Aviation Center Dr. (Building 20). The buyer is moving forward with the purchase of Hangar 3 and 1 Aviation Center Drive in the amount of \$5,475,000.00, which is to occur by November 30, 2018.</p> <p>The buyer has now expressed an interest in the Village providing "seller financing" on Hangars 1, 2, & 4 through June 2020. At that time, the Village would receive a final payment of \$2,700,000.00. Until then, the Village would retain the deeds while the buyer makes monthly payments to the Village under the following general terms:</p> <ol style="list-style-type: none"> 1. Seller Finance of \$2,700,000.00 2. Term of 18 months Interest only at a Rate of 4.5% 3. This equates to a monthly payment to the Village of \$10,125.00 <ul style="list-style-type: none"> • \$121,500.00 per year or \$182,250.00 over the term 4. A final remaining payment of \$2,700,000.00 to the Village by June 1, 2020 	
<p>RECOMMENDED ACTION: Authorize the approval of the 5th Amended Sales & Lease Agreement to include seller financing of Hangars 1, 2 and 4 in the amount of \$2,700,000.00.</p>	
<p>DEPARTMENT HEAD APPROVAL: Eric Vences EV G. Gregory Hazel, P.E. </p>	<p>VILLAGE ADMINISTRATOR: Rick Snider</p>
<p>AGENDA PAGE NUMBER:</p>	

REFERENCE

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM		PAGE	OF
ITEM: Fourth Amendment Sales & Lease Agreements for 735, 801 & 909 Pacesetter Dr. (Hangars 1, 2 & 3); 1 Aviation Center Drive; and now include 1011 Pacesetter Drive (Hangar 4)		DEPARTMENT: Public Works - Airport	
AGENDA SECTION:	AMOUNT: <u>\$5,450,000.00 - Total</u> \$8,175,000.00 - Total Purchase Price -\$2,725,000.00 - Rebate/Lease (Hangar 3)		
ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: October 5, 2018		
SUMMARY HIGHLIGHTS: This updated Agenda Item provides for an amendment to the sales agreement and initial lease agreement of the properties at 735, 801 & 909 Pacesetter Dr. (Hangars 1, 2 & 3) and 1 Aviation Center Dr. (Building 20). The buyer has expressed an interest in a fifth (5 th) property, which is located at 1011 Pacesetter Dr. (Grissom Hall / Hangar 4). The updated offer is to purchase all five (5) properties for a purchase price of \$8,175,000.00. As an economic incentive rebate, the Village will enter into a five (5) year lease for Hangar 3 in the amount of \$2,725,000.00. The intent of the lease is to allow the Village the opportunity to utilize Hangar 3 for Special Events. The Village holds the deeds for the above properties, however, a new Federal Aviation Administration (FAA) release application will be required for Hangar 4. This property will also be included in the master lease agreement which includes a proration of rent in the amount of \$12,129.18.			
RECOMMENDED ACTION: Authorize the approval of the Fourth Amended Sales & Lease Agreement, to also include 1011 Pacesetter Drive (Grissom Hall / Hangar 4), for a total purchase price of \$8,175,000.00; and enter into a five (5) year lease with the buyer for Hangar 3 at a cost of \$2,750,000.00; and authorize a proration of rent in the amount of \$12,129.18.			
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  Eric Vences 		VILLAGE ADMINISTRATOR: Rick Snider	
AGENDA PAGE NUMBER:			



Village of Rantoul Department of Economic Development
HANGAR 4

Hangar 4 Details

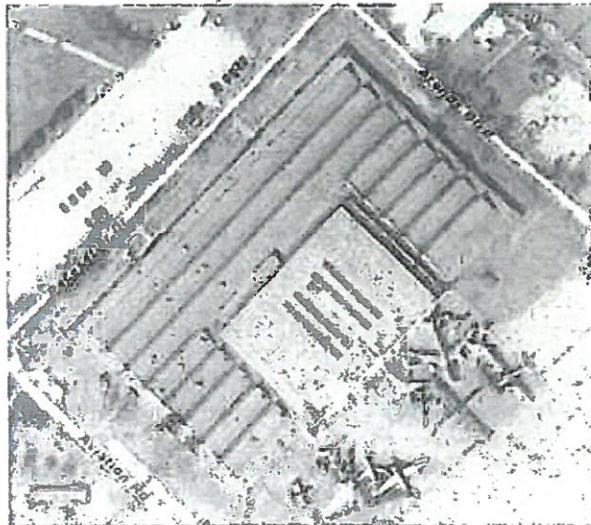
SQUARE FOOTAGE	218,000 SF
LOW BAY	159,000 SF, 14 FT Ceilings
HIGH BAY	59,000 SF, 40 FT Ceiling
CEILING HEIGHT	14 FT – 40 FT
ACREAGE	11.2 Acres
RAIL SERVICE	No
DOCK DOORS	No
DRIVE-IN DOORS	1 vertical door (14' x 20') and 1 horizontal (120' x 29')
ELECTRICAL POWER	
PRIMARY SERVICE	CIRCUIT 906
SECONDARY SERVICE	120/208 VOLTS
ZONING	CR2
FIRE SUPPRESSION	No
APPROXIMATE YEAR BUILT	1941
FOR LEASE	Yes
TERMS	Negotiable
DATE AVAILABLE	May 2016

CONTACT INFORMATION

Rune Duke
Airport Manager
6 Aviation Drive
Rantoul, IL 61866
Ph: (217) 892-6895

Diane Shields
Administrative Assistant
601 S. Century Blvd.
Rantoul, IL 61866
Ph: (217) 892-6881
Fx: (217) 892-6890

LOCATION HANGAR 4
1011 Pacesetter Drive
Rantoul, IL 61866



See more at myrantoul.com

REFERENCE

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM **PAGE** **OF**

ITEM: Third Amendment Sales & Lease Agreements for 735, 801 & 909 Pacesetter Drive (Hangars 1, 2 & 3) and 1 Aviation Center Drive	DEPARTMENT: Public Works- Airport
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: August 29, 2018
SUMMARY HIGHLIGHTS: This Agenda item provides for an amendment to the sales agreement and initial lease agreement of the properties at 735, 801 & 909 Pacesetter Drive (Hangars 1, 2 & 3) and 1 Aviation Center Dr. (Building 20) to extend the contingency period for release until February 28, 2019. Recent developments (staffing changes) may require additional time to complete the release process at the State and Federal levels. While Village staff continues to press for completion of each step in the release process, extending the contingency period for Federal Aviation Administration (FAA) release to February 28, 2019 will allow ample time to complete the process. The purchaser is also in agreement to this amendment in order that the agreements remain in good standing contractually per section 1.4 Contingency of Agreement that outlines the FAA release and expected release dates.	
RECOMMENDED ACTION: Authorize the approval of the Third Amended Sales & Lease Agreement to extend the contingency period for FAA release to February 28, 2019.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  Eric Vences	VILLAGE ADMINISTRATOR: Rick Snider
AGENDA PAGE NUMBER: 1	

REFERENCE

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE	OF
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ITEM: Second Amendment to the Sales Agreement for 735, 801 & 909 Pacesetter Drive (Hangars 1, 2 & 3) and 1 Aviation Center Drive	DEPARTMENT: Public Works - Airport
AGENDA SECTION:	AMOUNT: \$12,129.18
ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: July 31, 2018
SUMMARY HIGHLIGHTS: <p>This Agenda item provides for an amendment to the sales agreement for the properties at 735, 801 & 909 Pacesetter Drive (Hangars 1, 2 & 3) and 1 Aviation Center Drive (Building 20). The purchaser, Mr. John Van der Velde, has requested a timeline extension for funding the escrow account and completing his due diligence from September 9, 2018 to September 25, 2018 and to receive a proration of the rent in the amount of \$12,129.18. The attached Coldwell Banker letter outlines the background and parameters of these requests.</p> <p>The extension of the timeline will also provide additional time to complete the Federal Aviation Administration (FAA) release process.</p>	
RECOMMENDED ACTION: Authorize the approval of the Second Amendment to the Sales Agreement to extend both the due diligence period and the timeline to fund the escrow account from September 9, 2018 to September 25, 2018, and authorize a proration of rent in the amount of \$12,129.18.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  Eric Vences 	VILLAGE ADMINISTRATOR: Rick Snider
AGENDA PAGE NUMBER: 1	

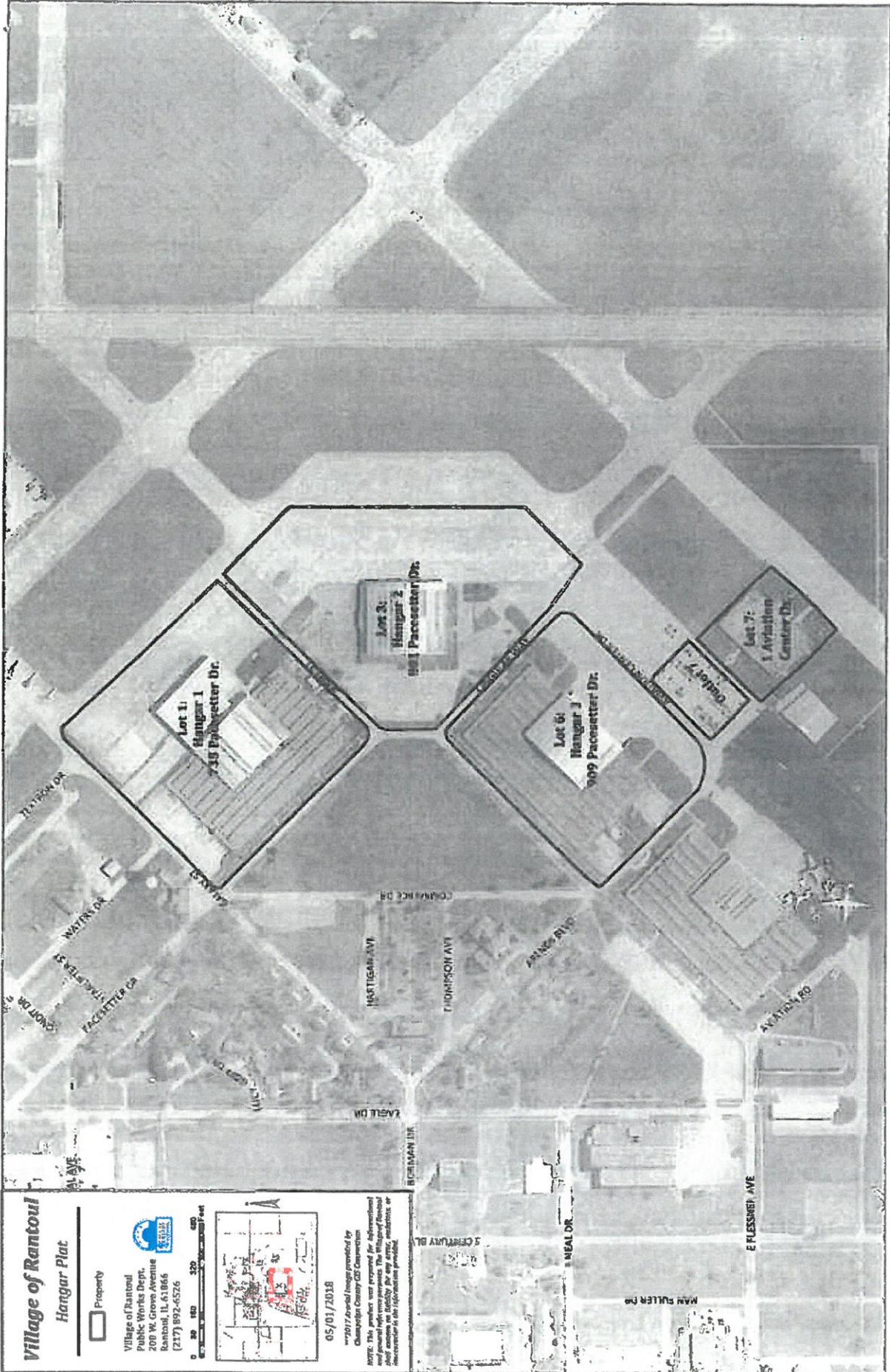
REFERENCE

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF

ITEM: First Amendment Sales & Lease Agreements for 735, 801, 909 Pacesetter Drive (Hangars 1, 2, & 3) and 1 Aviation Center Drive	DEPARTMENT: Public Works - Airport
AGENDA SECTION:	AMOUNT: \$5,150,000.00
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 4, 2018
SUMMARY HIGHLIGHTS: This Agenda item provides for an amendment to the sales agreement and an initial lease agreement of the properties at 735, 801 & 909 Pacesetter Dr. (Hangars 1, 2 & 3). The amended sales contract will include 1 Aviation Center Drive (Building 20) at a purchase price of \$1,750,000.00 bringing the total sale price of the four (4) properties to \$5,150,000.00. The inclusion of this property into the sales agreement will expand funding opportunities for future aviation related projects. Historically, 1 Aviation Center Drive has offered a steady revenue stream to the Airport, however, in October of 2017 the lease revenue decreased as a portion of the building became unoccupied. The proceeds from this sale will be earmarked for future Airport capital improvement projects as typically outlined in the Five (5) year Transportation Improvement Plan (TIP).	
RECOMMENDED ACTION: Authorize the approval of the First Amended Sales Agreement and providing for the inclusion of 1 Aviation Center Drive (Building #20) as part of the sale bringing the total sale price of the four (4) properties to \$5,150,000.00 and the approval of an associated Lease Agreement.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  Eric Vences	VILLAGE ADMINISTRATOR: Rick Snider
AGENDA PAGE NUMBER:	



Village of Rantoul
Hangar Plat

Property

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



05/01/2018

2017 Aerial Image provided by
 Chicago Center GIS Construction

NOTE: This product was prepared for informational
 and general reference purposes. The Village of Rantoul
 does not warrant the accuracy, completeness or
 timeliness of the information provided.

REFERENCE

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM		PAGE	OF
ITEM: Sale of properties at 735, 801 & 909 Pacesetter Dive (Hangars 1, 2 & 3)		DEPARTMENT: Public Works - Airport	
AGENDA SECTION:		AMOUNT: \$3,400,000.00	
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS		DATE: February 27, 2018	
SUMMARY HIGHLIGHTS: <p>This Agenda Item provides for the sale of the properties at 735 Pacesetter Drive (Hangar 1), 801 Pacesetter Drive (Hangar 2), and 909 Pacesetter Drive (Hangar 3) in the amount of \$3,400,000.00. These properties have been utilized by numerous entities over the years including Rantoul Products, Bell Sports & Donco in Hangar 1; I & I in Hangar 2; and Bell Sports and others in Hangar 3. While the leasing options have become more limited in recent years, since early 2016 Coldwell Banker Devonshire Realty has been marketing (for sale or lease) these properties on behalf of the village.</p> <p>The party seeking to buy these properties is Mr. John Van Der Velde, who has tenants in mind for these facilities, which includes a Bio Engineering Technology company. The buyer will undertake the necessary renovations and improvements for these buildings.</p> <p>These properties are currently within the Airport's footprint and once the final deeds for Hangars 2 and 3 are received from the Air Force, a release by the Federal Aviation Authority (FAA) will be required to fully complete the sale process. The proceeds from this sale will be earmarked for future Airport capital improvement projects as outlined in the five (5) year Transportation Improvement Plan (TIP).</p>			
RECOMMENDED ACTION: Authorize the approval of the sale of 735 Pacesetter Drive (Hangar 1), 801 Pacesetter Drive (Hangar 2), and 909 Pacesetter Drive (Hangar 3) in the amount of \$3,400,000.00.			
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. Eric Vences 		VILLAGE ADMINISTRATOR: Rick Snider	
AGENDA PAGE NUMBER:			

**AGREEMENT FOR SALE OF REAL ESTATE
(Hangars 1, 2 and 3 and 1 Aviation Center Drive)**

BY AND BETWEEN THE

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

AND

**JOHN VAN DER VELDE,
AS BUYER**

DATED AS OF DECEMBER 1, 2018

AGREEMENT FOR SALE OF REAL ESTATE
(Hangars 1, 2 and 3 and 1 Aviation Center Drive)

THIS AGREEMENT FOR SALE OF REAL ESTATE (Hangars 1, 2 and 3 and 1 Aviation Center Drive), including Exhibit A, which is attached hereto and made a part hereof (collectively, this “**Agreement**”), is dated for reference purposes only as of December 1, 2018, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation, as Seller (“**Seller**”) and John Van Der Velde, an individual of Los Angeles, California, as Buyer (“**Buyer**”). For the purposes of this Agreement, the term “**Parties**” is sometimes used to refer to and identify both Seller and Buyer collectively. This Agreement shall become effective upon the date of its actual execution by the last of the Parties hereto as set forth on the signature page hereof (the “**Effective Date**”).

RECITALS

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

ARTICLE I
SALE AND PURCHASE

Section 1.1. Real Estate Description. Seller agrees to sell and Buyer agrees to purchase the real estate commonly known as 735, 801 and 909 Pacesetter Drive (“**Hangars 1, 2 and 3**”) and 1 Aviation Center Drive (“**1 Aviation**”), Rantoul, Illinois, which are more particularly depicted and described on Exhibit A attached hereto and made a part hereof (collectively, the “**Real Estate**”), together with all improvements and appurtenances thereon, (the Real Estate and any such improvements being, collectively, the “**Premises**”), upon the terms and conditions set forth in this Agreement.

Section 1.2. Purchase Price.

(a) Buyer agrees to pay to Seller \$7,875,000.00 as the total purchase price for the Premises. Such total purchase price shall be paid by Buyer to Seller as follows:

(i) \$2,250,000.00 (adjusted by prorations and credits allowed the Parties under this Agreement) shall be paid in cash or other form of payment acceptable to Seller at closing; and

(ii) The remaining balance of \$5,625,000.00 of such total purchase price shall be paid together with interest from and after the time of closing at the rate of four and one-half percent (4.5%) per annum upon the unpaid balance in the following manner:

a. \$253,125.00, representing interest only for a period of twelve (12) consecutive months from and after the time of closing, shall be paid by Buyer to Seller in cash or other form of payment acceptable to Seller at closing;

b. \$63,281.25, representing the monthly payments of interest only in the amount of \$21,093.75 per month for each of the next three (3) consecutive months

shall be paid in equal monthly installments on the same day of the month as the Closing commencing in January, 2020; and

c. \$5,625,000.00, representing the unpaid principal amount outstanding, shall be due and payable, together with any unpaid accrued interest, on the same day of the month as the Closing in the month of March, 2020.

The obligation of Buyer to pay such remaining balance of the total purchase price shall be evidenced by a promissory note in the form attached hereto as Exhibit B (the “**Note**”) and secured by a mortgage granting a first lien on the Premises in the form attached hereto as Exhibit C. Buyer shall have the privilege to pay the whole or any part of such outstanding indebtedness at any time without penalty or premium.

(b) The Village and the Buyer mutually intend and agree that of the total purchase price of \$7,875,000.00, the amount of \$2,725,000.00 shall be rebated to Buyer by Seller in the form of Monthly Installments of Rent under that certain Lease Agreement by and between Seller and Buyer dated as of December 1, 2018 for Hangar 3, a copy of which is attached hereto as Exhibit D. Such Rebate shall be paid to Buyer by Seller in 60 equal consecutive monthly installments of \$45,416.67 each on the same day of the month as the Closing for immediately following 60 consecutive months thereafter.

Section 1.3. Due Diligence.

(a) Until December 15, 2018 (the “**Due Diligence Period**”), Buyer and his agents and representatives shall be entitled to conduct an inspection of the Premises, which may include, but shall not be limited to, the rights to (1) enter on the Premises to perform inspections and tests, including, but not limited to, inspection, evaluation and testing of the heating, ventilation and air-conditioning systems and all components thereof, the roof of the buildings, the parking lots, all structural and mechanical systems within the buildings, including, but not limited to, sprinkler systems, power lines and panels and plumbing; (2) inspect leases and all other contracts, agreements, documents and environmental reports in the possession or control of Seller relating to the Premises, copies of which shall be provided to Buyer by Seller to the extent in Seller’s possession or control; and (3) make investigations with regard to zoning, environmental, building code and other legal requirements, including, but not limited to, an environmental assessment. If Buyer, in its sole and absolute discretion, determines that the results of any inspection, test or examination do not meet Buyer’s criteria for purchase or operation of the Premises in the manner contemplated by Buyer, or if Buyer, in his sole discretion, otherwise determines that the Premises are unsatisfactory to him, then Buyer may terminate this Agreement by written notice to Seller, given not later than the last day of the Due Diligence Period. Upon such termination, and, except as otherwise provided in this Section, neither of the Parties shall have any further liability to the other hereunder. In the event Buyer fails to notify Seller of his intent to terminate this Agreement prior to the expiration of the Due Diligence Period, Buyer’s right to terminate this Agreement shall be waived and become null and void.

(b) All inspections, investigations, tests, examinations and appraisals required by Buyer under this Section shall be at Buyer’s expense unless otherwise expressly provided in this Agreement.

(c) Neither Buyer, nor any of his agents or representatives, shall damage the Premises or any portion thereof, except for any immaterial damage caused by environmental and other tests, all of which shall promptly be repaired by Buyer at Buyer's sole cost and expense. Buyer agrees to indemnify and defend Seller and hold Seller harmless from any and all claims, demands, actions, lawsuits, damages and costs, including reasonable attorneys' fees, arising out of any act or omission of Buyer, or its agents and/or representatives, in connection with Buyer's due diligence review. The foregoing obligation shall survive the closing of this transaction and any termination of this Agreement.

Section 1.4. Contingency of Agreement. This Agreement is contingent upon Seller being expressly authorized by the Federal Aviation Administration (the "FAA") to sell and convey the Premises to a third party purchaser. In the event that Seller has been unable to obtain such authorization from the FAA on or before September 1, 2019, this Agreement shall be deemed null and void and of no force and effect and neither Seller nor Buyer shall have any obligation or liability with respect thereto.

Section 1.5. Possession and Closing. Seller shall deliver possession of the Premises to Buyer at the time of the closing of this transaction (the "Closing") which shall occur on or before December 30, 2018 (the "Closing Date"), at the office of a title company regularly doing business in Champaign County, Illinois. All keys, combinations and other similar items required to properly deliver possession and control of the Premises not previously delivered to Buyer shall be delivered to Buyer at Closing.

ARTICLE II

TITLE MATTERS

Section 2.1. Evidence of Title. Within a reasonable time after the Effective Date, Seller shall deliver to Buyer a Commitment for Title Insurance issued by a title company regularly doing business in Champaign County, Illinois committing such title company to issue a title policy in the usual form insuring title to the Premises in the name of Buyer for the amount of the purchase price. Buyer shall be responsible for payment of the Owner's premium and Seller's search charges. The balance of the cost of providing title insurance shall also be borne by Buyer.

Section 2.2. Exceptions to Title.

(a) Permissible exceptions to title shall include the following (the "Permitted Exceptions"): the lien of general taxes and special assessments, if any; zoning laws and building codes and ordinances; easements (apparent or of record) which do not underlie any buildings; and covenants and restrictions of record which are not violated by the existing improvements or the present uses of the Premises and which do not restrict reasonable use of the Premises; all existing leases for all or any part of the Premises (the "Existing Leases"); and all applicable covenants and restrictions contained in the following: (i) that certain Airport Phase I Quit Claim Deed dated July 12, 2007 from the United States of America, acting by and through the Secretary of the Air Force (the "Government"), to the Village of Rantoul for Hangar 1 (the "Hangar 1 Quit Claim Deed"); (ii) that certain Airport Phase II Quit Claim Deed dated July 23, 2007 from the Government to the Village for 1 Aviation (the "1 Aviation Deed"); and (iii) that certain Quit Claim Deed from the Government to the Village of Rantoul dated August 17, 2018 for Hangars 2 and 3 (the "Hangars 2

(b) **and 3 Quit Claim Deed**”), copies of which Existing Leases, Hangar 1 Quit Claim Deed, 1 Aviation Deed and Hangars 2 and 3 Quit Claim Deed have been provided to or otherwise been made available to the Buyer.

(c) Except for the Permitted Exceptions, Seller agrees that it will not further encumber the Real Estate in any manner that will affect title to the Real Estate.

(d) If title evidence discloses exceptions other than the Permitted Exceptions, Buyer shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by paying the amount due at or prior to the Closing. If Seller is unable to cure any such exception, then this Agreement may be terminated in the sole discretion of Buyer.

Section 2.3. Special Warranty Deed; Other Deliveries.

(a) Prior to the Closing, Seller or Seller’s attorney shall prepare and Seller shall execute a recordable Special Warranty Deed sufficient to convey the Real Estate to Buyer or its nominee, in fee simple absolute, subject only to the Permitted Exceptions. Such executed Special Warranty Deed shall be delivered to Buyer at the Closing of this transaction upon compliance with the terms of this Agreement.

(b) Upon Buyer’s request at any time prior to the Closing Date, Seller shall deliver to Buyer the following:

- (i) the form of the Special Warranty Deed and copies of all originals of the Existing Leases and any other contracts, licenses, permits and agreements pertaining to the Premises to the extent not previously delivered to Buyer;
- (ii) the form of Seller’s assignment to Buyer of all of Seller’s interest in the Existing Leases and all rent payable thereunder; and
- (iii) appraisals for each of the Premises.

ARTICLE III PRORATIONS, REPRESENTATIONS AND OTHER OBLIGATIONS

Section 3.1. Authority. Each of the Parties represents and warrants, as of the date of execution of this Agreement and as of the Closing (i) that it or they have legal right, power and authority to execute and fully perform its or their obligations under this Agreement and (ii) that the persons executing this Agreement and other related documents required hereunder are authorized to do so. The representations and warranties given by each of the Parties in this Section 3.3 shall survive the Closing.

Section 3.2. Proration of Rents. The proration of rents derived from the Existing Leases shall be prorated as of the day prior to the Closing Date, with Seller being entitled to all such rent paid or owned to Seller prior to the Closing Date, and Buyer being entitled to all rent accruing on

and after the Closing Date; provided, however, that Buyer shall be entitled to receive the rent for Hangar 1 payable to the Village for the months of May, June and October, 2018 in the amount of \$12,129.18 per month, with the payments for May and June, 2018 having been paid by the Seller and the payment for October, 2018, Seller agrees to pay to Buyer on the Closing Date. Buyer agrees to repay to Seller the total amount paid for the three (3) months of May, June and October, 2018, at Closing or upon demand if the Closing does not occur.

Section 3.3. Taxes and Assessments. All real estate taxes accruing from and after the Closing Date shall be paid by Buyer. All special assessments which are a lien upon the Real Estate as of the Effective Date of this Agreement shall be Seller's expense. Such special assessments shall constitute a credit to Buyer against the total purchase price and shall release Seller from any further liability to Buyer in connection therewith.

Section 3.4. Casualty and Condemnation. If, prior to the closing, all or any portion of the Premises is damaged by fire or other natural casualty (collectively "**Damage**"), or is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings (collectively "**Condemnation**"), then the following procedures shall apply:

(a) If the aggregate cost of repair or replacement of the Damage (collectively, "**Repair and/or Replacement**") is \$25,000 or less, Buyer shall close and take the Property as diminished by such events, subject to a reduction in the Purchase Price applied against the balance of the purchase price otherwise due at the Closing in the full amount of the Repair and/or Replacement. Any casualty insurance shall be the sole property of Seller.

(b) If the aggregate cost of Repair and/or Replacement is greater than \$25,000 or in the event of a Condemnation, then Buyer, at its sole option, may elect either to (1) terminate this Contract by written notice to Seller, in which event Buyer shall be entitled to a return of the Earnest Money; or (2) proceed to close subject to (i) a reduction on the Purchase Price of \$25,000, applied against the balance of the purchase price otherwise due at the Closing; together with (ii) an assignment of the proceeds of Seller's casualty insurance for all Damage (or condemnation awards for any Condemnation) in excess of \$25,000. In such event, Seller shall fully cooperate with Buyer in the adjustment and settlement of the insurance claim.

(c) In the event of a dispute between Seller and Buyer with respect to the cost of Repair and/or Replacement in connection with the matters set forth in this Section, Seller and Buyer shall select an independent engineer licensed to practice in Champaign County, Illinois, who shall resolve such dispute. All fees, costs and expenses of such licensed engineer so selected shall be shared equally by Seller and Buyer.

Section 3.5. Realtor Commission. Buyer agrees to pay at Closing or to reimburse Seller for such part of the real estate commission otherwise payable by Seller that is attributable to the sale of 1 Aviation in an amount equal to four percent (4%) of the \$1,750,000 sales price of 1 Aviation.

ARTICLE IV **DEFAULT**

Section 4.1. Default. The failure of either of the Parties to timely perform any obligation or condition contained in this Agreement shall constitute a "**Default**" under this Agreement.

Section 4.2. Remedies. Upon the occurrence of a Default, the party claiming the Default (the “**Non-Defaulting Party**”) may serve written notice of the Default upon the other party (the “**Defaulting Party**”), and if such Default is not corrected within ten (10) calendar days of the date of such notice, the Non-Defaulting Party may take one or more of the following actions: elect to treat this Agreement as cancelled and of no further force and effect; maintain a claim for monetary damages for breach of contract; maintain an action for specific performance; or maintain any other or different action or combination thereof as allowed by law.

Section 4.3. Non-Exclusive Remedies. The remedies set forth in Section 4.2 above in the event of a Default are not intended to be exclusive and the Parties shall have the right to all other lawful remedies, including specific performance.

Section 4.4. Costs or Expenses and Fees. If the Non-Defaulting Party prevails in any litigation to enforce any provision of this Agreement, the Defaulting Party shall pay all of the Non-Defaulting Party’s charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party’s obligations under this Agreement.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Entire Agreement and Amendments. This Agreement (together with Exhibit A, which is attached hereto and made a part hereof) is the entire agreement between Seller and Buyer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, and may not be modified or amended except by a written instrument executed by both of the Parties.

Section 5.2. Construction. The captions and headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

Section 5.3. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either of the Parties, nor shall any provision give any third parties any rights of subrogation or action over or against either of the Parties. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 5.4. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Section 5.5. Time of the Essence. Time is of the essence of this Agreement; including, without limitation, all time deadlines for satisfying conditions and the Closing on or before the Closing Date.

Section 5.6. Waiver. Each of the Parties to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 5.7. Notices and Communications. All notices, demands, requests or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, (b) personally delivered, or (c) sent by a nationally recognized overnight courier, delivery charge prepaid, in each case, to Seller and Buyer at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (i) In the case of Seller, to:
Village of Rantoul, Illinois
333 South Tanner Street
Rantoul, IL 61866
Attn: Airport Manager
Tel: (217) 892-6896

With a copy to:
Kenneth N. Beth
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, IL 61820
Tel: (217) 359-6494
- (ii) In the case of Buyer, to:
John Van Der Velde
3230 Overland Avenue, #217
Los Angeles, CA 90034
Tel: (310) 202-1035

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

Section 5.8. Assignment. Buyer agrees that he shall not sell, assign or otherwise transfer any of his rights and obligations under this Agreement to any party other than to an entity having common ownership with the Buyer without the prior written consent of the Seller, which shall not be unreasonably denied. Except as authorized in this Section above, any assignment in whole or in part shall be void and shall, at the option of the Seller, terminate this Agreement. No such sale, assignment or transfer as authorized in this Section, including any with or without the Seller's prior written consent, shall be effective or binding on the Seller, however, unless and until the Buyer delivers to the Seller a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the assignee.

Section 5.9. Successors in Interest. Subject to Section 5.8 above, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respectively authorized successors, assigns and legal representatives.

Section 5.10. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either Seller or Buyer shall be construed by either Seller or Buyer or any third party to create the relationship of a partnership, agency, or joint venture between or among Seller and Buyer.

Section 5.11. Illinois Law; Venue. This Agreement shall be construed and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by either of the Parties to enforce any of the provisions of this Agreement, the venue for any such action or proceeding shall be in Champaign County, Illinois.

Section 5.12. Construction of Agreement. This Agreement has been jointly negotiated by the Parties and shall not be construed against either one of them because that party may have primarily assumed responsibility for preparation of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Buyer has caused this Agreement to be executed by him individually and the Seller has caused this Agreement to be executed by its duly authorized Mayor and Village Clerk, as of each of the dates set forth below.

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

By: _____
Village President

ATTEST:

By: _____
Village Clerk

Date: _____

JOHN VAN DER VELDE, AS BUYER

Date: _____

[Exhibits A, B, C and D follow this page and are an integral part of this Agreement in the context of use.]

EXHIBIT A

Description of the Premises

Hangar 1

Lot 1 of Minor Subdivision 1 as per plat recorded on March 5, 2018 in the Recorder's Office of Champaign County, Illinois as Document No. 2018R3124

Hangar 2

Lot 3 of Minor Subdivision 1 as per plat recorded on March 5, 2018 in the Recorder's Office of Champaign County, Illinois as Document No. 2018R3124

Hangar 3

Lot 6 of Minor Subdivision 1 as per plat recorded on March 5, 2018 in the Recorder's Office of Champaign County, Illinois as Document No. 2018R3124

1 Aviation

Lot 7 and Outlot 7 of Minor Subdivision 1 as per plat recorded on March 5, 2018 in the Recorder's Office of Champaign County, Illinois as Document No. 2018R3124

EXHIBIT B

PROMISSORY NOTE

Borrower: **John van der Velde**
3230 Overland Avenue, #217
Los Angeles, CA 90034

Lender: **Village of Rantoul, Champaign County, Illinois,**
an Illinois municipal corporation
333 South Tanner Street
Rantoul, IL 61866
Attn: Airport Manager

Principal Amount:	Interest Rate:	Date of Note:	Final Maturity Date:
\$5,625,000.00	4.5%	_____, 2018	_____, 2018

PROMISE TO PAY. JOHN VAN DER VELDE of Los Angeles, California (the “**Borrower**”) promises to pay to **VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS** (“**Lender**”), or order, in lawful money of the United States of America, the principal amount of Five Million Six Hundred Twenty-Five Thousand Dollars (\$5,625,000.00), or so much as may be outstanding, together with interest at the rate of 4.5% per annum on the unpaid principal balance, on or before the Final Maturity Date. Interest shall be calculated from the date of this Note until repayment in full of the principal of and all accrued interest on this Note.

PAYMENT. Borrower will pay this loan in accordance with the following payment schedule:

Buyer shall prepay 12 consecutive monthly installments of interest only in the amount of \$21,093.75 per month for a total amount of interest in the amount of \$253,125.00 on the Date of Note. Buyer shall pay the next three (3) consecutive installments of interest only in the amount of \$21,093.75 per month commencing on the same day of the month as the Closing in January, 2020. All outstanding principal and accrued interest on this Note, if not sooner paid, is due and payable in full on or before the Final Maturity Date.

The annual interest rate for this Note is computed on a 365 day basis; that is, by applying the ratio of the annual interest rate over a year of 365 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lenders address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

PREPAYMENT. Borrower may pay all or a portion of the amount owed earlier than it is due without Lender’s consent.

LATE CHARGE. If a payment is **10 days or more late**, Borrower will be charged **5.000% of the regularly scheduled payment**.

DEFAULT. Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due; (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note, the related Redevelopment Agreement or other agreement related to this Note, or in any other agreement or loan Borrower has with Lender; (c) any representation or statement made or furnished to Lender by Borrower or on Borrower’s behalf is false or misleading in any material respect either now or at the time made or furnished; (d) Borrower does or becomes insolvent, a receiver is appointed for any part of Borrower’s property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws; (e) any creditor tries to take any of Borrower’s property on or in which Lender has a lien or security interest; or (f) any guarantor dies or any of the other events described in this default section occurs with respect to any guarantor of this Note.

LENDER’S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount. Upon default, or if this Note is not paid or deemed paid at final maturity, Lender, at its option, may add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid, at the rate of 8% per annum. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender’s attorneys’ fees and Lender’s legal expenses whether or not there is a lawsuit, including attorneys’ fees and legal expenses for bankruptcy proceedings

(including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. **This Note has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Champaign County, the State of Illinois. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other. This Note shall be governed by and construed in accordance with the laws of the State of Illinois.**

CONFESSION OF JUDGMENT. Borrower hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of this Note as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, plus attorney's fees as provided in this Note, plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note have been paid in full.

COLLATERAL. This Note is secured by a Mortgage to Lender dated November ____, 2018, on real property located in Champaign County, State of Illinois, all the terms and conditions of which are hereby incorporated within and made a part of this Note.

GENERAL PROVISIONS. Lender may delay or forego enforcing any of its rights or remedies under this Note without losing them. Borrower, and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waives presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

PRIOR TO SIGNING THIS NOTE, BORROWER HAS READ AND UNDERSTANDS ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

BORROWER:

JOHN VAN DER VELDE

EXHIBIT C

Prepared by and
Recorder, please return to:

Kenneth N. Beth
Village Attorney
44 Main Street, Third Floor
Champaign, IL 61820

MORTGAGE

THIS MORTGAGE IS DATED _____, 2018, between **JOHN VAN DER VELDE** (referred to below as “**Grantor**”); and the **VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS**, whose address is 333 S. Tanner Street, Rantoul, IL 61866 Attn: Finance Director (referred to below as “**Lender**”).

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Champaign County, State of Illinois (the “**Real Property**”):

(See attached legal description)

The Real Property or its address is commonly known as 735, 801 and 909 Pacesetter Drive and 1 Aviation Center Drive, Rantoul, Illinois. The Real Property is legally described on Exhibit A attached hereto and made a part hereof.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property (as defined below) and all Rents (as defined below) from such Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property (as defined below) and such Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the

Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Borrower. The word “Borrower” means each and every person or entity signing the Note, including without limitation John van der Velde.

Grantor. The word “Grantor” means any and all persons and entities executing this Mortgage, including without limitation, all Grantors named above. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word “Guarantor” means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness, if any.

Improvements. The word “Improvements” means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word “Indebtedness” means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word “Lender” means the Village of Rantoul, Champaign County, Illinois, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word “Mortgage” means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word “Note” means the promissory note or credit agreement dated _____, 2018, in the original principal amount of up to \$5,625,000.00, from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words “Personal Property” mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such personal property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word “Property” means collectively the Real Property and the Personal Property.

Real Property. The words “Real Property” mean the property, interests and rights described above in the “Grant of Mortgage” section.

Rents. The word “Rents” means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the credit worthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor and Borrower agree that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default or until Lender exercises its right to collect Rents as provided for in the Assignment of Rents form executed by Grantor in connection with the Property, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release, as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA") the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA") the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Notwithstanding anything to the contrary contained herein, Grantor shall not be prohibited from using hazardous substances typically used in the activities carried out at the Property, provided such hazardous substances are used in quantities that are insignificant from an environmental, health and safety perspective and are used in compliance with applicable laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of this Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. Grantor hereby (a) releases and waives any future claims against Lender for indemnity

or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of this Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Property. The provisions of this section of this Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Except as otherwise provided in the Redevelopment Agreement in connection with the Project, Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse Judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantor shall procure and maintain or cause any tenant to procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may reasonably request with Lender being named as additional insureds in such liability policies. Policies shall be written by such insurance companies and in such amounts as may be reasonably acceptable to Lender.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured and the then current replacement value of such property; and (e) the expiration of the policy.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this section shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FULL PERFORMANCE. If Borrower pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage. If, however, payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Borrower to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Default. Failure of Borrower or Grantor to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or the Redevelopment Agreement.

False Statements. Any representation or statement made or furnished to Lender by or on behalf of Borrower or Grantor under this Mortgage, the Note or the Redevelopment Agreement is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Mortgage ceases to be in full force and effect at any time and for any reason.

Insolvency. The dissolution (regardless of whether election to continue is made) or any other termination of Grantor's existence as a going business; the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this paragraph shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation the Redevelopment Agreement and any other agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this paragraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The Mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage, the Note, the Redevelopment Agreement or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshaled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the

Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor shall be in writing, may be sent by facsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Borrower shall mean each and every Borrower, and all references to Grantor shall mean each and every Grantor. This means that each of the persons or entities signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b), AS NOW ENACTED OR AS MODIFIED, AMENDED OR REPLACED, OR ANY SIMILAR LAW EXISTING NOW OR AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Borrower or Grantor, shall constitute a waiver of any of Lender's rights or any Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

Legal Description of Real Property

Hangar 1

Lot 1 of Minor Subdivision 1 as per plat recorded on March 5, 2018 in the Recorder's Office of Champaign County, Illinois as Document No. 2018R3124

Hangar 2

Lot 3 of Minor Subdivision 1 as per plat recorded on March 5, 2018 in the Recorder's Office of Champaign County, Illinois as Document No. 2018R3124

Hangar 3

Lot 6 of Minor Subdivision 1 as per plat recorded on March 5, 2018 in the Recorder's Office of Champaign County, Illinois as Document No. 2018R3124

1 Aviation

Lot 7 and Outlot 7 of Minor Subdivision 1 as per plat recorded on March 5, 2018 in the Recorder's Office of Champaign County, Illinois as Document No. 2018R3124

EXHIBIT D

EXHIBIT D

**LEASE AGREEMENT
(Hangar 3)**

BY AND BETWEEN THE

**JOHN VAN DER VELDE,
as Lessor**

AND

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

DATED AS OF DECEMBER 1, 2018

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(This Table of Contents is not a part of this Lease Agreement
and is only included for convenience of reference.)

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LEASE AGREEMENT

THIS LEASE AGREEMENT, including any Exhibit and any Addendum hereto as described in Section 1.2 of this instrument below (collectively, this **“Lease”**), is made and entered into as of the Date of Lease as set forth in Section 1.1 of this Lease, by and between JOHN VAN DER VELDE, an individual of Los Angeles, California, as the Lessor (the **“Lessor”**), and the VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, an Illinois municipal corporation, as the Lessee (the **“Lessee”**).

WITNESSETH:

RECITALS:

The Lessor and the Lessee have entered into a certain Agreement for Sale of Real Estate dated as of December 1, 2018 (the **“Sale Agreement”**), under and by which Lessee agreed to sell and Lessor agreed to purchase, among other real estate, the real estate and related improvements as more particularly described in Section 1.1 of this Lease (the **“Premises”**), on such terms and conditions for such sale and purchase as are more specifically set forth in the Sale Agreement; and

The Lessor and Lessee now desire to enter into this Lease Agreement whereby the Lessee will lease back the Premises from the Lessor for a term of five (5) years.

NOW, THEREFORE, the Lessor, for and in consideration of the rents, covenants, and agreements reserved and contained on the part of the Lessee to be paid, kept, and performed, has demised and leased, and by this Lease does demise and lease to the Lessee, subject to the covenants and conditions expressed herein which the Lessee agrees to keep and perform, the Premises more particularly described in Section 1.1 of this Lease.

SUBJECT, however, to such reservations, conditions, covenants, restrictions, rights-of-way, easements or encumbrances as described in the Sale Agreement, whether or not of record, and such other matters as may be disclosed by inspection or survey.

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. General Definitions; Variable Terms. Unless the context hereof clearly indicates otherwise, the capitalized words, terms and phrases defined in the Recitals hereto and otherwise herein shall have the same meanings for all purposes of this Lease. In addition, in all cases the singular includes the plural, the plural includes the singular and a reference to any pronoun includes both genders and the neuter, as the case may be. Certain further terms for all purposes of this Lease are defined as follows:

“Date of Lease” means December 1, 2018

“Lessee’s Address” means: Village of Rantoul
333 S. Tanner Street
Rantoul, IL 61866
Attn: Director of Public Works
Tel: (217) 892-6512
g-hazel@village.rantoul.il.us

“Lessor’s Address” means: John van der Velde
3230 Overland Avenue, #217
Los Angeles, CA 90034
Tel: (310) 202-1035

“**Premises**” means that certain real estate, together with the Building and other improvements which may be located thereon, the boundaries and location of which are set forth or outlined on Exhibit A attached hereto, which is commonly known as 909 Pacesetter Drive, Rantoul, Illinois (“**Hangar 3**”).

“**Building**” means the 218,000 square-foot building located upon the Premises.

“**Commencement Date**” means the Closing Date as described in the Sale Agreement.

“**Term**” means the five (5) year period beginning on the Commencement Date and terminating sixty (60) months thereafter, unless sooner terminated in accordance with this Lease or the Sale Agreement, it being understood that any termination of the Sale Agreement shall automatically terminate this Lease without notice.

“**Rent**” means \$545,000.00 per year as of the Commencement Date.

“**Monthly Installment**” means \$45,416.67.00 per month as of the Commencement Date.

“**Permitted Use**” means any use authorized by the Rantoul Zoning Ordinance (Chapter 46 of the Rantoul Code for the I-1 Industrial (Light) Zoning District).

“**Public Liability Insurance Amounts**” means not less than \$1,000,000 single/\$2,000,000 aggregate for bodily injury or death to any number of persons in any one accident and not less than \$1,000,000 single/\$2,000,000 aggregate for property damage.

Section 1.2. Exhibits and Addenda. The identification of any Exhibit or any Addendum included with and made a part of this Lease is as follows:

Exhibit 1 Outline Depicting the Boundaries and the Legal Description of the Premises

Section 1.3. Certain Phrases. The words “hereof”, “herein”, “hereunder”, “hereto”, and other words of similar import refer to this Lease as a whole and not solely to the particular portion thereof in which any such word is used.

Section 1.4. Subdivisions. References to sections and other subdivisions of this Lease are to the designated sections and other subdivisions of this Lease as originally executed.

Section 1.5. Headings. The headings of this Lease are for convenience of reference only and shall not define or limit the provisions hereof.

ARTICLE II TITLE AND CONDITION OF PREMISES

Section 2.1. Title to Premises. The Lessor represents and warrants to the Lessee that the Lessor is the owner of fee title to the Premises, subject to certain reservations, conditions, covenants, and requirements as set forth in the Special Warranty Deed from the Lessee to the Lessor dated November 30, 2018.

Section 2.2. Condition of Premises. The Lessee acknowledges having inspected and knowing the condition and state of repair of the Premises and the Building. Except for the obligations of the Government to undertake any remedial action for contamination on the Premises existing prior to the date of the Deed, it is expressly understood and agreed by and between the Lessor and the Lessee that the Premises and the Building are provided by the Lessor to the Lessee in an “as is”, “where is” condition without any representation or warranty by the Lessor concerning its condition. The Lessee acknowledges that the Lessor has made no representation or warranty concerning the condition and state of repair of the Premises and the

Building, nor any agreement or promise to alter, improve, adapt, repair, remove or clean the Premises and the Building unless the same is otherwise expressly stated herein or made a part hereof.

ARTICLE III TERM

Section 3.1. Term. This Lease shall commence on the Commencement Date and shall be for the Term expiring at 12:00 midnight on the last day of the Term unless otherwise terminated earlier hereunder or under the Sale Agreement.

Section 3.2. Surrender of Premises. Upon the expiration or earlier termination of the Term of this Lease, the Lessee shall surrender the Premises in substantially the same condition as that existing as of the Date of Lease, reasonable wear and tear excepted, and all alterations, additions and improvements constructed or installed by or on behalf of the Lessee on the Premises and all permanent fixtures shall become the property of the Lessor.

ARTICLE IV RENT AND ADDITIONAL RENT

Section 4.1. Payment of Rent. During the Term of this Lease, Lessee covenants and agrees to pay to the Lessor, without notice or demand and without deduction or setoff for any reason whatsoever, except as may otherwise be specifically provided in this Lease, the amount of the Rent. Such Rent shall be paid in equal Monthly Installments, beginning on the Commencement Date and on the same day of the month for 59 consecutive months thereafter in the amount set forth as a Monthly Installment.

Section 4.2. Additional Rent. Lessee shall pay or cause to be paid, and discharge or cause to be discharged, when the same shall become due, as additional Rent, all taxes, assessments, insurance premiums, operating and maintenance charges and other amounts, liabilities and obligations of every description which Lessee assumes or agrees to pay or discharge pursuant to this Lease, together with every penalty, interest or other charge that may be added for nonpayment or late payment, whether payable to the Lessor or any other person or party designated in this Lease. If Lessee fails to pay or discharge any such amount, liability or obligation, the Lessor shall have all rights, powers and remedies provided in this Lease or by law in the case of nonpayment of Rent.

Section 4.3. Place of Payment. All payments by Lessee to the Lessor under and pursuant to this Lease shall be made payable to John van der Velde at 3230 Overland Avenue, #217, Los Angeles, California 90034, unless some other payee or place of payment is otherwise specified in writing by the Lessor.

ARTICLE V UTILITIES AND TAXES

Section 5.1. Utilities. Lessee shall, during the entire Term of this Lease, fully and promptly pay for all water, sewer, natural gas, steam heat, light, electric power and telephone services and other public utility services of every kind and nature which Lessee may require in connection with the Premises and the Building. The Lessee shall deal directly with any provider of any utility servicing the Premises and the Building concerning the Lessee's own utility needs and shall pay all costs incident to any such utility service, including, without limitation, the cost of purchasing, installing and maintaining meters, connection changes and deposits. The Lessor does not in any way warrant the provision, maintenance or adequacy of any such utility service provided by any such provider of utility service and shall not be liable to Lessee for any interruption in any such utility service.

Section 5.2. Taxes and Assessments. If and to the extent not otherwise exempt from the payment thereof, Lessee shall pay all general taxes which may be levied or assessed upon the Premises under this Lease.

**ARTICLE VI
USE OF PREMISES; COMPLIANCE WITH LAWS; INSPECTION**

Section 6.1. Conduct and Use. The Lessee shall use the Premises only for the purposes of conducting thereon the Permitted Use and for incidental purposes related thereto and no other purpose. Lessee may not change Lessee's Permitted Use of the Premises without the Lessor's prior written consent.

Section 6.2. Compliance with Applicable Laws. Lessee covenants and agrees that in the use and occupation of the Premises and the Building and in the prosecution or conduct of the Permitted Use therein, the Lessee shall comply with all material requirements of all applicable laws, ordinances, orders, rules and regulations of the federal, state and local authorities and with any directive, permit, license or certificate of occupancy issued pursuant thereto by any public officer or officers, including, but not limited to, those relating to occupational safety, health and the environment. Lessee covenants not to use or to permit to be used any part of the Premises and the Building for any dangerous, noxious, or offensive trade or business and to not cause or maintain any nuisance in, at, or on the Premises. The Lessee shall be solely responsible for obtaining at the Lessee's sole cost and expense any and all licenses and permits required for Lessee's use and occupancy of the Premises and the Building, including the Permitted Use under this Lease.

Section 6.3. Access and Inspection. The Lessor, together with its officers, employees, agents and contractors, may enter upon the Premises and the Building at any reasonable time for any purposes not inconsistent with the Lessee's use and occupation of the Premises and the Building under this Lease, including but not limited to the purpose of inspection. The Lessor will normally give the Lessee at least 24 hours prior notice of its intention to enter the Premises and the Building unless the Lessor determines that such entry is required for safety, environmental, operational or security purposes. The Lessee shall have no claim on account of any such entries against the Lessor or any of its officers, employees, agents or contractors.

**ARTICLE VII
MAINTENANCE AND REPAIRS, ALTERATIONS AND
IMPROVEMENTS, DAMAGE AND CONDEMNATION**

Section 7.1. Maintenance and Repairs, Alterations and Improvements.

(a) The Lessor shall, at its own cost and expense, maintain the Building in good repair and condition (other than the obligations assumed by the Lessee with respect to the Premises as set forth in this Section 7.1(b) immediately below), including but not limited to maintaining, repairing and replacing the roof, foundation, heating, air-conditioning, plumbing, electrical, and sewerage systems and the structural components and soundness of the exterior walls of the Building and maintaining, repairing and replacing all common areas, including parking lots and landscaping.

(b) Except as otherwise provided in this Section 7.1(a) above, Lessee shall, at its own cost and expense, make all necessary repairs and replacements to the Premises, including any other improvements of every kind which may be a part thereof, and shall keep and maintain the same in good condition and repair. Such repairs and replacements, ordinary or extraordinary, shall be made promptly, if, as and when necessary. All such repairs and replacements shall additionally be in quality and class at least equal to the original work. In connection with any such maintenance, repairs and replacements, Lessee shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Premises and any improvements thereon, or any activity or condition on or in the Premises, including, but not limited to, the provisions of the Americans with Disability Act of 1990 (42 U.S.C. Sections 12101 et

seq.), as supplemented and amended, to the extent applicable thereto. Lessee shall, at its own cost and expense, keep the Premises in sanitary, clean and neat order.

Section 7.2. Alterations and Improvements and Changes. Lessee, at its own cost and expense, but only after written permission of the Lessor has been first obtained, shall have the right to alter and/or improve the Premises and the Building, as Lessee may deem necessary. In connection with obtaining such written permission, Lessee shall furnish the Lessor with copies of the plans and specifications for any such alterations and improvements, and if such written permission is obtained, Lessee shall obtain all required permits for any such alterations and improvements. Any such alterations and improvements shall be made in full compliance with any and all laws, ordinances, codes, rules and regulations which may govern the same, including those pertaining to zoning, land use regulation and buildings or structures. Lessee shall hold the Lessor harmless from any loss or damage by reason of any of Lessee's alterations and improvements to the Premises.

Section 7.3. Covenant Against Encumbrances and Liens. Lessee shall not encumber its leasehold interest in the Premises and shall do all things necessary to prevent the filing of any mechanics' or other liens against the Building or the Premises or the interest of the Lessor therein by reason of any work, labor, services or materials performed or supplied or claimed to have been performed or supplied to Lessee or anyone holding the Premises, or any part thereof, through or under Lessee. If any such lien shall at any time be filed, Lessee shall cause the same to be vacated and cancelled of record within thirty (30) days after the date of the filing thereof; provided, however, that Lessee shall have the right to contest in good faith and with reasonable diligence the validity of any lien or claimed lien. On final determination of the lien or claim for lien, Lessee shall immediately pay any judgment rendered with all proper costs and charges and will at Lessee's own expense have the lien released and judgment satisfied.

Section 7.4. Fixtures and Equipment. Lessee may, at Lessee's sole cost and expense, furnish and install such business and trade fixtures and equipment in the Building as may be necessary or desirable for Lessee's business. Any business and trade fixtures and equipment which do not become structural in nature shall remain the personal property of Lessee and may be removed by Lessee at the expiration or earlier termination of this Lease. Upon removal of any such fixtures and equipment, Lessee shall repair any damage to the Building caused by such removal and shall restore the Building to its condition as of the Date of Lease. Lessee shall furnish any signs to be used on the Premises for the advertisement of Lessee's business.

Section 7.5. Damage and Destruction.

(a) In the event the Building or other improvements upon the Premises shall become inoperable or be damaged or destroyed by fire or any other casualty, the Lessor shall promptly repair, restore and rebuild the same as nearly as possible to the condition any such Building or other improvements upon the Premises were in immediately prior to such damage or destruction or with such changes or alterations as may be made in conformity with Section 7.2 of this Lease. Rent shall abate in proportion to the nonusability of the Premises while any such repair, restoration or rebuilding is in progress, but if such damage or destruction shall be of such character so as to require the Lessee to discontinue occupancy of the entire Premises, Rent shall abate from the date of such discontinued occupancy until the Premises are again ready for occupancy.

(b) In the event the insurance coverage to be provided by Lessor pursuant to Section 9.2(a) of this Lease shall fail to cover any portion of the cost of repairing, restoring or rebuilding any of the building(s) or other improvements upon the Premises from any damage, destruction, or casualty loss of any kind whatsoever, the deficiency shall be paid by Lessor. In the event the Lessee shall have to disburse any of its own funds to restore the Building or other improvements upon the Premises, the same shall be immediately due to the Lessee from Lessor upon demand.

Section 7.6. Condemnation.

(a) In the event that the entire Building, or such part of the Building (including entrances, exits and parking area) as will render the Building untenable and inadequate for Lessee's Permitted Use shall be appropriated or taken under the power of eminent domain by any public or governmental authority, this Lease shall terminate and expire as of the date of such taking.

(b) All compensation awarded for any such condemnation shall be the property of the Lessor without any deduction therefrom for any present or future estate of Lessee, and Lessee hereby assigns to the Lessor all its right, title and interest in and to any such condemnation award. However, in the event of any such condemnation, Lessee shall have the right to recover from the public or governmental authority, but not the Lessor, such compensation as may be awarded to Lessee on account of the loss of improvements which have been improved, renovated or constructed by Lessee, the loss of Lessee's leasehold estate, and such additional relief as may be provided by law as shall be the basis of Lessee's damages against such condemning authority, if a separate claim therefore is allowable under applicable law.

**ARTICLE VIII
HAZARDOUS MATERIAL**

Section 8.1. General Prohibition. Lessee shall not cause or permit any Hazardous Material (as defined below) to be brought or remain upon, manufactured, possessed, used, discharged, leaked or emitted in or about, or treated (collectively, a "Hazardous Material Activity") on, in, under or about the Building or the Premises without the prior written consent of the Lessor, which consent the Lessor may withhold in its reasonable discretion; provided, however, the Lessor, in its reasonable discretion, may consent to any Hazardous Material Activity on, in, under or about the Building or the Premises if Lessee demonstrates to the Lessor, in its sole and absolute judgment, that any such Hazardous Material (in incidental quantities) is necessary to or required as a part of Lessee's Permitted Use and that Lessee shall strictly obey and adhere to any applicable Environmental Law (as defined below) that in any manner regulates or governs any such Hazardous Material Activity of Lessee. As used in this Lease, "Hazardous Material" means any hazardous, etiological, toxic, or radioactive substance, chemical, compound, product, solid, gas, liquid, by-product, pollutant, contaminant, material, matter, or waste that is or becomes during the Term of this Lease regulated by any applicable Environmental Law (as defined below). As used in this Lease, "Environmental Law" means any federal, state, or local law, ordinance, order, rule, regulation, code, or any governmental restriction, requirement, permit, license, certificate, decision or other governmental action in connection with any Hazardous Material or any Hazardous Material Activity. Upon or prior to the termination of this Lease, Lessee shall remove from the Building and the Premises, at Lessee's sole cost and expense, any Hazardous Material that Lessee brought or permitted to be brought upon the Building and the Premises.

Section 8.2. Environmental Indemnification. To the fullest extent permitted by law, Lessee shall indemnify, hold harmless and hereby waives any claim for contribution against the Lessor, its officers, agents and employees, for any damages, expenses, liabilities, fines, costs, penalties, attorneys' fees, consultant fees and expert fees (including, but not limited to any removal and clean-up of any Hazardous Material and restoration work necessary to return the Building and the Premises, together with any other property of any nature wherever located, to their condition existing prior to the introduction of any such Hazardous Material, as well as any loss, or restriction on use of leaseable space or any amenity of the Building or the Premises) resulting from any Hazardous Material Activity or any other acts or omissions of Lessee, or any of its officers, agents, employees, contractors or the invitees of any of them, which gives rise to any liability, civil or criminal, or responsibility of the Lessor under any applicable Environmental Law in connection with Lessee's use and occupation of the Building or the Premises under this Lease. The provisions of this Section 8.2 shall survive the expiration or earlier termination of this Lease and Lessee's obligations hereunder shall apply whenever the Lessor incurs any cost or liability for any Hazardous Material Activity of Lessee or any other acts or omissions of Lessee of the types described in Section 8.1 of this Lease above.

ARTICLE IX INSURANCE

Section 9.1. Insurance Required of Lessee. During the entire Term that this Lease shall be in effect, Lessee, at its sole cost and expense, shall carry and maintain:

(a) All risk property and casualty insurance against loss or damage or other risks embraced by the coverage of the type now known as the broad form of extended coverage (including but not limited to riot and civil commotion, vandalism, malicious mischief and earthquake) in an amount not less than 100% of the Full Replacement Value of the Premises, including all improvements thereon. The policy of insurance carried in accordance with this Section 9.2(a) shall contain a "Replacement Cost Endorsement". During the Term of this Lease, such Full Replacement Value shall be redetermined from time to time upon the written request of the Lessor, but not more frequently than once in any twenty-four (24) consecutive month period, except in the event of substantial changes or alterations to the Premises undertaken by the Lessee as permitted under the provisions of Section 7.2 of this Lease;

(b) Comprehensive general liability insurance, including but not limited to insurance against claims or causes of action for personal injury (including without limitation bodily injury or death) or for property damage arising in connection with Lessee's use and occupation of the Building and the Premises, to provide protection as of the Date of Lease and at all times during the period that this Lease shall be in effect, with limits of liability in amounts not less than the Public Liability Insurance Amounts. Such insurance shall also include coverage against liability for personal injury (including without limitation bodily injury or death) and for property damage arising out of the acts or omissions of others who may be on or about the Building or the Premises at the invitation of Lessee; and

(c) Personal property insurance, including but not limited to insurance protecting and indemnifying Lessee against any and all damages to and loss of any of the equipment, furnishings, furniture, fixtures, inventory or contents of Lessee or others which may be located or stored in the Building or the Premises (collectively, "**Lessee's Personal Property**"), and all claims and liabilities related thereto, in such form and amounts, if any, as Lessee shall deem necessary or appropriate.

Section 9.2. Policy Provisions. All insurance which this Lease requires Lessee to carry and maintain or cause to be carried or maintained in Section 9.2(a) and (b) above shall be with such insurers licensed to do business in the State of Illinois. All policies issued by any insurer of the comprehensive general liability insurance specified in Section 9.2(b) will name the Lessor as an additional insured, provide that any losses shall be paid notwithstanding any act, omission or negligence of Lessee, the Lessor or any other person, provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Lessor of written notice thereof, provide that any such insurer shall have no right of subrogation against the Lessor, and be reasonably satisfactory to the Lessor in all other respects. In no circumstances will Lessee be entitled to assign to any third party rights of action which Lessee may have against the Lessor.

Section 9.3. Reliance Upon Property Insurance. Lessee understands that the Lessor, in reliance upon Section 9.2(c) of this Lease above, will not carry insurance of any kind on any of Lessee's Personal Property which may be located or stored in the Building or the Premises and that the Lessor shall not be liable for any damage thereto or loss thereof. In the event of any damage to or loss of any of Lessee's Personal Property, Lessee shall look solely to Lessee's insurance coverage as specified by Section 9.2(c) above and shall make no claim whatsoever against the Lessor.

Section 9.4. Delivery of Policies. Lessee shall deliver or cause to be delivered to the Lessor on or before the Date of Lease copies of policies of insurance evidencing the insurance required by Section 9.2(c) and (b) of this Lease.

**ARTICLE X
ASSIGNMENT AND SUBLEASE**

Section 10.1. Consent Required. Lessee shall not assign or transfer this Lease or any interest in this Lease, or enter into any sublease of the Premises in whole or in part, without the prior, express and written consent of the Lessor, which shall not be unreasonably denied, withheld or delayed. Any assignment or sublease without the Lessor's consent shall be void, and shall, at the option of the Lessor, terminate this Lease.

Section 10.2. Involuntary Transfers. Neither this Lease nor any interest of Lessee in the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer or sale by operation of law in any manner whatever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of the Lessor, terminate this Lease.

**ARTICLE XI
DEFAULT AND REMEDIES**

Section 11.1. Events of Default. The occurrence of any one or more of the following events (here sometimes called an "Event of Default") shall constitute a default of this Lease:

(a) if default shall be made in the due and punctual payment of any Rent, including any Monthly Installment and/or other charges payable under this Lease, or any part thereof, when and as the same shall become due and payable, and such default shall continue for a period of ten (10) days after notice from the Lessor to Lessee specifying the items in default; or

(b) if Lessee shall default in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease provided, other than those referred to in the foregoing Section 11.1(a) of this Lease above, for a period of thirty (30) days after notice from the Lessor to Lessee specifying the items in default (unless the default involves the cancellation of insurance required under Section 9.2(a) hereof or a hazardous condition, which shall be cured forthwith upon the Lessor's demand, or unless some other period of time is otherwise specified in this Lease), subject to the provisions of Section 11.1(e) of this Lease below; or

(c) any desertion, vacation or abandonment of the Premises by Lessee; or

(d) if the Lessor shall default by the failure to perform any of the agreements, terms, covenants, or conditions on its part to be performed under this Lease and that failure continues uncorrected for thirty (30) days after notice of failure from Lessee (unless some other period of time is otherwise specified in this Lease), subject to the provisions of Section 11.1(e) of this Lease below; or

(e) if any default by Lessee under the provisions of Section 11.1(b) of this Lease above or if any default by the Lessor under the provisions of Section 11.1(d) of this Lease above cannot with due diligence be cured or remedied within the period of time specified in such applicable notice of default, and if such defaulting party has commenced to cure or remedy such default and diligently pursues with due diligence to cure or remedy such default thereafter, then the time to cure or remedy such default shall be extended for such additional time as is reasonably necessary to cure or remedy the same with all due diligence.

Section 11.2. Termination of Lease. Upon the occurrence of any Event of Default by either party, the nondefaulting party may, if the nondefaulting party so elects, in addition to any other right or remedy given under this Lease or by law, give notice to defaulting party that this Lease shall terminate upon the date specified in such notice, and upon the date specified in such notice, or in any other notice pursuant to law, this Lease and the term thereof shall terminate.

Section 11.3. Unpaid Rent and Damages. Upon termination of this Lease pursuant to statute or by summary proceedings or otherwise, Lessee shall pay to the Lessor, immediately and without any further demand or notice from the Lessor, any Rent and/or other charges accrued to the date of reentry or repossession of the Premises by the Lessor, together with any Monthly Installment of Rent otherwise payable for the full month in which such reentry or repossession of the Premises by the Lessor occurs.

Section 11.4. Cost and Expenses of Enforcement. Upon the occurrence of an Event of Default which requires either party to undertake any action to enforce any provision of this Lease, the defaulting party shall pay upon demand all of the nondefaulting party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such nondefaulting party in enforcing any of the defaulting party's obligations under this Lease or in any litigation, negotiation or transaction in connection with this Lease in which the defaulting party causes the nondefaulting party, without the nondefaulting party's fault, to become involved or concerned.

Section 11.5. Remedies Cumulative. All rights and remedies conferred on the Lessor and Lessee by this Lease shall be deemed cumulative and no one right or remedy shall be deemed to be exclusive of the other or of any other right or remedy conferred by law, including specific performance or any other equitable action.

ARTICLE XII MISCELLANEOUS

Section 12.1. Entire Agreement; Conflict. This Lease and the Sale Agreement, together with any Exhibit or Addendum attached hereto or thereto, collectively set forth all covenants, promises, agreements, conditions and understandings between the Lessor and Lessee concerning the Premises. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties hereto other than as herein and in the Sale Agreement therein set forth. No subsequent change or addition to this Lease shall be binding upon the Lessor or Lessee unless reduced to writing and signed by both the Lessor and the Lessee.

Section 12.2. No Partnership, Joint Venture, Etc. The Lessor does not in any way become a partner, joint venturer or member of a joint enterprise with Lessee under this Lease.

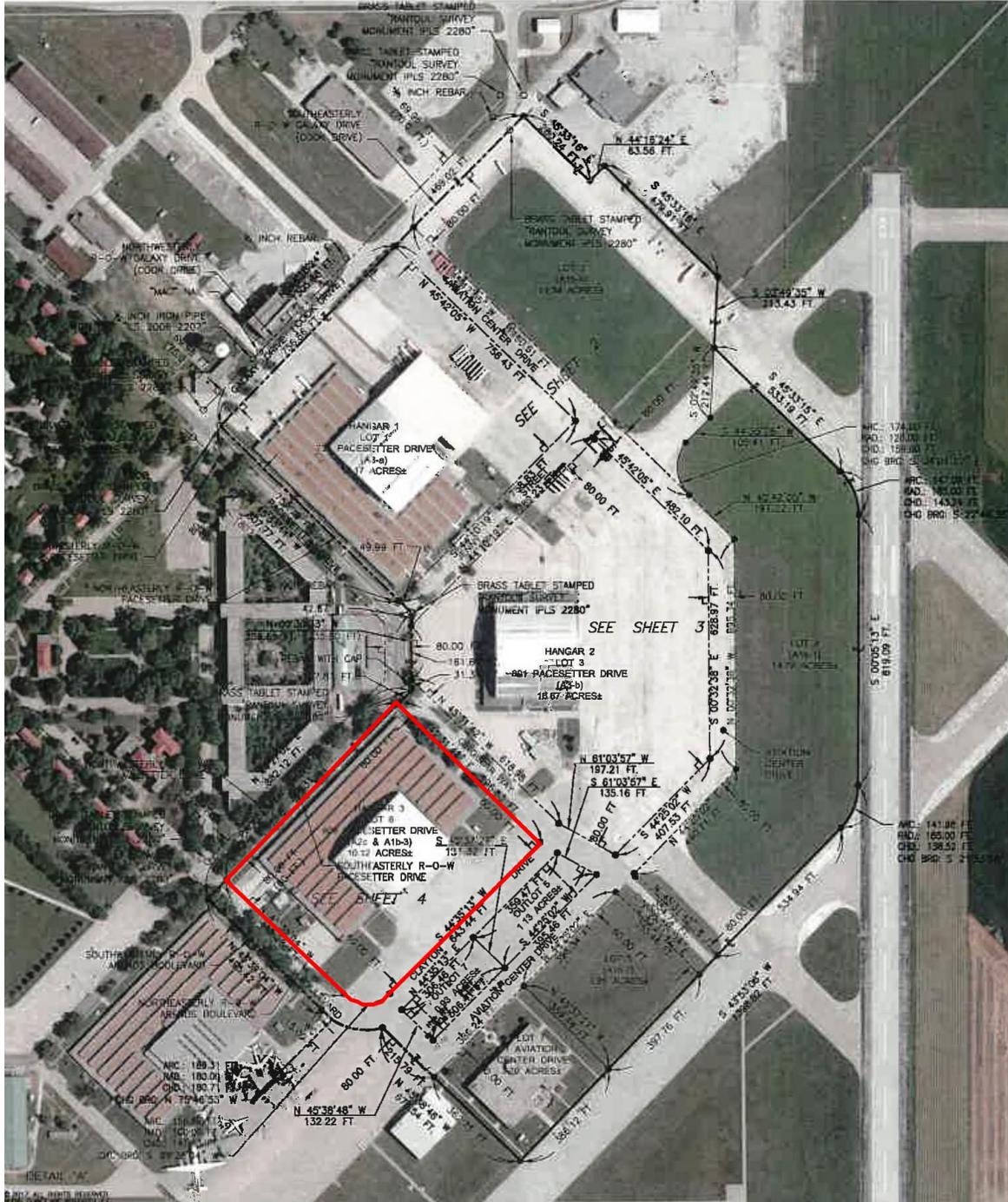
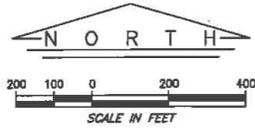
Section 12.3. Force Majeure. If either party is delayed from the performance of any act required hereunder by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, riots, insurrection, war or like reasons not the fault of the party delayed, then the period for performance of the act shall be extended for such reasonable period as may be equivalent to the period of the delay.

Section 12.4. Notices. All notices, demands or other communications to be made or given or required to be made or given to the Lessor under or in respect of this Lease shall be in writing and sent or delivered to the Lessor at the Lessor's Address, and all notices demands or other communications to be made or given or required to be made or given to Lessee under or in respect of this Lease shall be in writing and sent or delivered to Lessee at either the Premises or Lessee's Address, or to such other address as each may give to the other in writing. Unless otherwise stated in this Lease, notices shall be deemed sent or delivered on the date when the same are: (a) deposited in the U.S. Mail and sent by certified mail, postage prepaid; (b) personally delivered; or (c) deposited with a nationally-recognized courier for next day delivery, delivery charge prepaid.

Section 12.5. Consent. Except as to the provisions of Section 8.1 of this Lease, where any other provision of this Lease requires the prior written consent by or approval of either party, such consent or approval shall not be unreasonably denied, withheld or delayed.

Exhibit 1

Outline Depicting the Boundaries and Location of the Premises



Legal Description of Real Property

Hangar 3

Lot 6 of Minor Subdivision 1 as per plat recorded on March 5, 2018 in the Recorder's Office of Champaign County, Illinois as Document No. 2018R3124

**AGREEMENT FOR SALE OF REAL ESTATE
(Hangar 4)**

BY AND BETWEEN THE

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

AND

**JOHN VAN DER VELDE,
AS BUYER**

DATED AS OF DECEMBER 1, 2018

AGREEMENT FOR SALE OF REAL ESTATE
(Hangar 4)

THIS AGREEMENT FOR SALE OF REAL ESTATE (Hangar 4), including Exhibit A, which is attached hereto and made a part hereof (collectively, this “**Agreement**”), is dated for reference purposes only as of December 1, 2018, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation, as Seller (“**Seller**”) and John Van Der Velde, an individual of Los Angeles, California, as Buyer (“**Buyer**”). For the purposes of this Agreement, the term “**Parties**” is sometimes used to refer to and identify both Seller and Buyer collectively. This Agreement shall become effective upon the date of its actual execution by the last of the Parties hereto as set forth on the signature page hereof (the “**Effective Date**”).

RECITALS

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

ARTICLE I
SALE AND PURCHASE

Section 1.1. Real Estate Description. Seller agrees to sell and Buyer agrees to purchase the real estate commonly known as 1011 Pacesetter Drive (“**Hangar 4**”) Rantoul, Illinois, which is more particularly depicted on Exhibit A attached hereto and made a part hereof (collectively, the “**Real Estate**”), together with all improvements and appurtenances thereon, (the Real Estate and any such improvements being, collectively, the “**Premises**”), upon the terms and conditions set forth in this Agreement.

Section 1.2. Purchase Price. Buyer agrees to pay to Seller \$300,000.00 as the total purchase price for the Premises. Such total purchase price, adjusted by prorations and credits allowed the Parties by this Agreement, shall be paid to Seller at closing in cash, by cashier’s check or other form of payment acceptable to Seller.

Section 1.3. Due Diligence.

(a) Until December 15, 2018 (the “**Due Diligence Period**”), Buyer and his agents and representatives shall be entitled to conduct an inspection of the Premises, which may include, but shall not be limited to, the rights to (1) enter on the Premises to perform inspections and tests, including, but not limited to, inspection, evaluation and testing of the heating, ventilation and air-conditioning systems and all components thereof, the roof of the buildings, the parking lots, all structural and mechanical systems within the buildings, including, but not limited to, sprinkler systems, power lines and panels and plumbing; (2) inspect leases and all other contracts, agreements, documents and environmental reports in the possession or control of Seller relating to the Premises, copies of which shall be provided to Buyer by Seller to the extent in Seller’s possession or control; and (3) make investigations with regard to zoning, environmental, building code and other legal requirements, including, but not limited to, an environmental assessment. If Buyer, in its sole and absolute discretion, determines that the results of any inspection, test or examination do not meet Buyer’s criteria for purchase or operation of the Premises in the manner contemplated by Buyer, or if Buyer, in his sole discretion, otherwise determines that the Premises

are unsatisfactory to him, then Buyer may terminate this Agreement by written notice to Seller, given not later than the last day of the Due Diligence Period. Upon such termination, and, except as otherwise provided in this Section, neither of the Parties shall have any further liability to the other hereunder. In the event Buyer fails to notify Seller of his intent to terminate this Agreement prior to the expiration of the Due Diligence Period, Buyer's right to terminate this Agreement shall be waived and become null and void.

(b) All inspections, investigations, tests, examinations and appraisals required by Buyer under this Section shall be at Buyer's expense unless otherwise expressly provided in this Agreement.

(c) Neither Buyer, nor any of his agents or representatives, shall damage the Premises or any portion thereof, except for any immaterial damage caused by environmental and other tests, all of which shall promptly be repaired by Buyer at Buyer's sole cost and expense. Buyer agrees to indemnify and defend Seller and hold Seller harmless from any and all claims, demands, actions, lawsuits, damages and costs, including reasonable attorneys' fees, arising out of any act or omission of Buyer, or its agents and/or representatives, in connection with Buyer's due diligence review. The foregoing obligation shall survive the closing of this transaction and any termination of this Agreement.

Section 1.4. Contingency of Agreement. This Agreement is contingent upon Seller being expressly authorized by the Federal Aviation Administration (the "FAA") to sell and convey the Premises to a third party purchaser. In the event that Seller has been unable to obtain such authorization from the FAA on or before September 1, 2019, this Agreement shall be deemed null and void and of no force and effect and neither Seller nor Buyer shall have any obligation or liability with respect thereto.

Section 1.5. Possession and Closing. Seller shall deliver possession of the Premises to Buyer at the time of the closing of this transaction (the "Closing") which shall occur within thirty (30) days after satisfaction of the contingency described in Section 1.4 of this Agreement above (the "Closing Date"), at the office of a title company located in Champaign County, Illinois. Provided, however, that in the event that the Closing Date does not occur within the period described above, this Agreement shall be deemed null and void in accordance with Section 1.4 above. All keys, combinations and other similar items required to properly deliver possession and control of the Premises not previously delivered to Buyer shall be delivered to Buyer at Closing.

ARTICLE II

TITLE MATTERS

Section 2.1. Evidence of Title. Within a reasonable time after the Effective Date, Seller shall deliver to Buyer a Commitment for Title Insurance issued by the Title Company committing the Title Company to issue a title policy in the usual form insuring title to the Premises in the name of Buyer for the amount of the purchase price. Buyer shall be responsible for payment of the Owner's premium and Seller's search charges. The balance of the cost of providing title insurance shall also be borne by Buyer.

Section 2.2. Exceptions to Title.

(a) Permissible exceptions to title shall include the following (the “**Permitted Exceptions**”): the lien of general taxes and special assessments, if any; zoning laws and building codes and ordinances; easements (apparent or of record) which do not underlie any buildings; and covenants and restrictions of record which are not violated by the existing improvements or the present uses of the Premises and which do not restrict reasonable use of the Premises; all existing leases for all or any part of the Premises (the “**Existing Leases**”); and all applicable covenants and restrictions contained in that certain Airport Phase I Quit Claim Deed dated July 12, 2007 from the United States of America, acting by and through the Secretary of the Air Force (the “**Government**”), to the Village of Rantoul for Hangar 4 (the “**Hangar 4 Quit Claim Deed**”), copies of which Existing Leases and Hangar 4 Quit Claim Deed have been provided to or otherwise been made available to the Buyer.

(b) Except for the Permitted Exceptions, Seller agrees that it will not further encumber the Real Estate in any manner that will affect title to the Real Estate.

(c) If title evidence discloses exceptions other than the Permitted Exceptions, Buyer shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by paying the amount due at or prior to the Closing. If Seller is unable to cure any such exception, then this Agreement may be terminated in the sole discretion of Buyer.

Section 2.3. Special Warranty Deed; Other Deliveries.

(a) Prior to the Closing, Seller or Seller’s attorney shall prepare and Seller shall execute a recordable Special Warranty Deed sufficient to convey the Real Estate to Buyer or its nominee, in fee simple absolute, subject only to the Permitted Exceptions. Such executed Special Warranty Deed shall be delivered to Buyer at the Closing of this transaction upon compliance with the terms of this Agreement.

(b) Upon Buyer’s request at any time during the Due Diligence Period, Seller shall deliver to Buyer the following:

- (i) the form of the Special Warranty Deed and copies of all originals of the Existing Leases and any other contracts, licenses, permits and agreements pertaining to the Premises to the extent not previously delivered to Buyer under Section 1.3(a)(2) above;
- (ii) the form of Seller’s assignment to Buyer of all of Seller’s interest in the Existing Leases and all rent payable thereunder; and
- (iii) appraisal for the Premises.

Buyer shall have the right during the Due Diligence Period to approve each of the items described in parts (i) and (ii) above.

ARTICLE III
PRORATIONS, REPRESENTATIONS AND OTHER OBLIGATIONS

Section 3.1. Authority. Each of the Parties represents and warrants, as of the date of execution of this Agreement and as of the Closing (i) that it or they have legal right, power and authority to execute and fully perform its or their obligations under this Agreement and (ii) that the persons executing this Agreement and other related documents required hereunder are authorized to do so. The representations and warranties given by each of the Parties in this Section 3.3 shall survive the Closing.

Section 3.2. Proration of Rents. The proration of rents derived from the Existing Leases, if any, shall be prorated as of the day prior to the Commencement Date (as defined in the Existing Leases), with Seller being entitled to all such rent paid or owned to Seller prior to the Commencement Date (as defined in the Existing Leases) and Buyer being entitled to all rent accruing on and after the Commencement Date (as defined in the Existing Leases).

Section 3.3. Taxes and Assessments. All real estate taxes accruing from and after the Commencement Date as provided in the Lease shall be paid by Buyer. All special assessments which are a lien upon the Real Estate as of the Effective Date of this Agreement shall be Seller's expense. Such special assessments shall constitute a credit to Buyer against the purchase price and shall release Seller from any further liability to Buyer in connection therewith.

Section 3.4. Casualty and Condemnation. If, prior to the Closing, all or any portion of the Premises is damaged by fire or other natural casualty (collectively "**Damage**"), or is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings (collectively "**Condemnation**"), then the provisions of Sections 7.5 or 7.6 of the Lease shall apply.

ARTICLE IV
DEFAULT

Section 4.1. Default. The failure of either of the Parties to timely perform any obligation or condition contained in this Agreement shall constitute a "**Default**" under this Agreement.

Section 4.2. Remedies. Upon the occurrence of a Default, the party claiming the Default (the "**Non-Defaulting Party**") may serve written notice of the Default upon the other party (the "**Defaulting Party**"), and if such Default is not corrected within ten (10) calendar days of the date of such notice, the Non-Defaulting Party may take one or more of the following actions: elect to treat this Agreement as cancelled and of no further force and effect; maintain a claim for monetary damages for breach of contract; maintain an action for specific performance; or maintain any other or different action or combination thereof as allowed by law.

Section 4.3. Non-Exclusive Remedies. The remedies set forth in Section 4.2 above in the event of a Default are not intended to be exclusive and the Parties shall have the right to all other lawful remedies, including specific performance.

Section 4.4. Costs or Expenses and Fees. If the Non-Defaulting Party prevails in any litigation to enforce any provision of this Agreement, the Defaulting Party shall pay all of the Non-Defaulting Party's charges, costs and expenses, including the reasonable fees of attorneys, agents

and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party's obligations under this Agreement.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Entire Agreement and Amendments. This Agreement, as heretofore amended, (together with Exhibit A, which is attached hereto and made a part hereof) is the entire agreement between Seller and Buyer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, and may not be modified or amended except by a written instrument executed by both of the Parties.

Section 5.2. Construction. The captions and headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

Section 5.3. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either of the Parties, nor shall any provision give any third parties any rights of subrogation or action over or against either of the Parties. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 5.4. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Section 5.5. Time of the Essence. Time is of the essence of this Agreement; including, without limitation, all time deadlines for satisfying conditions and the Closing on or before the Closing Date.

Section 5.6. Waiver. Each of the Parties to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 5.7. Notices and Communications. All notices, demands, requests or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, (b) personally delivered, or (c) sent by a nationally recognized overnight courier, delivery charge prepaid, in each case, to Seller and Buyer at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (i) In the case of Seller, to:
Village of Rantoul, Illinois
333 South Tanner Street
Rantoul, IL 61866
Attn: Airport Manager
Tel: (217) 892-6896

With a copy to:
Kenneth N. Beth
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, IL 61820
Tel: (217) 359-6494

- (ii) In the case of Buyer, to:
John Van Der Velde
3230 Overland Avenue, #217
Los Angeles, CA 90034
Tel: (310) 202-1035

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

Section 5.8. Assignment. Buyer agrees that he shall not sell, assign or otherwise transfer any of his rights and obligations under this Agreement to any party other than to an entity having common ownership with the Buyer without the prior written consent of the Seller, which shall not be unreasonably denied. Except as authorized in this Section above, any assignment in whole or in part shall be void and shall, at the option of the Seller, terminate this Agreement. No such sale, assignment or transfer as authorized in this Section, including any with or without the Seller's prior written consent, shall be effective or binding on the Seller, however, unless and until the Buyer delivers to the Seller a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the assignee.

Section 5.9. Successors in Interest. Subject to Section 5.8 above, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respectively authorized successors, assigns and legal representatives.

Section 5.10. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either Seller or Buyer shall be construed by either Seller or Buyer or any third party to create the relationship of a partnership, agency, or joint venture between or among Seller and Buyer.

Section 5.11. Illinois Law; Venue. This Agreement shall be construed and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by either of the Parties to enforce any of the provisions of this Agreement, the venue for any such action or proceeding shall be in Champaign County, Illinois.

Section 5.12. Construction of Agreement. This Agreement has been jointly negotiated by the Parties and shall not be construed against either one of them because that party may have primarily assumed responsibility for preparation of this Agreement.

IN WITNESS WHEREOF, Buyer has caused this Agreement to be executed by him individually and the Seller has caused this Agreement to be executed by its duly authorized Mayor and Village Clerk, as of each of the dates set forth below.

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

By: _____
Village President

ATTEST:

By: _____
Village Clerk

Date: _____

JOHN VAN DER VELDE, AS BUYER

Date: _____

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

EXHIBIT A

Outline Depicting the Boundaries and Location of the Premises

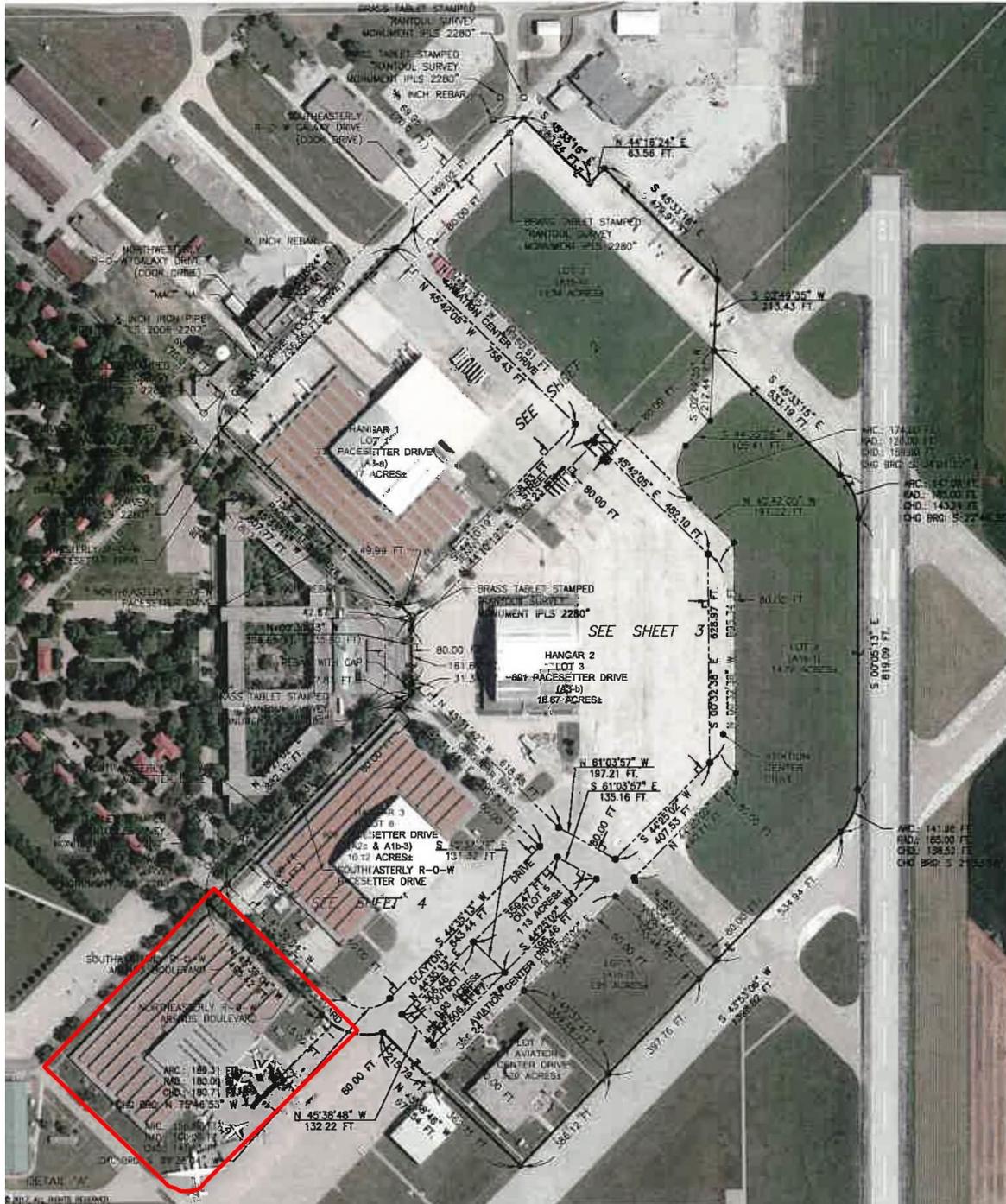
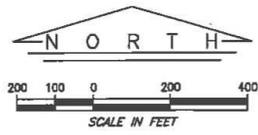


EXHIBIT A

Legal Description

Hangar 4

Commencing at the Northwest corner of Section 11, Township 21 North, Range 9 East of the Third Principal Meridian; thence South $0^{\circ}30'52''$ East, along the West line of the Northwest Quarter of said Section 11 and the Centerline of Century Boulevard, 981.58 feet to the centerline of Flessner Avenue; thence North $89^{\circ}27'44''$ East, along said Centerline, 709.09 feet to the centerline of Pacesetter Drive; thence North $44^{\circ}30'44''$ East, 762.53 feet; thence South $45^{\circ}30'23''$ East, 40.00 feet to the Point of Beginning; thence North $44^{\circ}28'57''$ East along a line parallel with and 40.00 feet Southeasterly of said Centerline, 30.00 feet; thence South $45^{\circ}31'03''$ East, 400.00 feet; thence South $44^{\circ}30'44''$ West, 755.09 feet; thence North $45^{\circ}31'03''$ West, 399.98 feet; thence North $44^{\circ}30'44''$ East, along a line parallel with and 40.00 feet Southeasterly of said Centerline, 725.09 feet to the Point of Beginning, said described parcel containing 6.934 Acres, more or less, all situated in Champaign County, Illinois.

**LEASE AGREEMENT
(Hangar 4)**

BY AND BETWEEN THE

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

AND

**JOHN VAN DER VELDE,
as Lessee**

DATED AS OF DECEMBER 1, 2018

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LEASE AGREEMENT

THIS LEASE AGREEMENT, including any Exhibit and any Addendum hereto as described in Section 1.2 of this instrument below (collectively, this “**Lease**”), is made and entered into as of the Date of Lease as set forth in Section 1.1 of this Lease, by and between the VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, an Illinois municipal corporation, as the Lessor (the “**Village**”), and JOHN VAN DER VELDE, an individual of Los Angeles, California, as the Lessee (the “**Lessee**”).

WITNESSETH:

RECITALS:

A. The Village and the Lessee are parties to a certain Agreement For Sale of Real Estate, dated as of December 1, 2018 (the “**Sale Agreement**”), under and by which the Village has agreed to sell and Lessee has agreed to purchase the Premises (as defined in Section 1.1 of this Lease); and

B. Pending the closing of the respective transactions described in the Sale Agreement, the Village and the Lessee have agreed upon a lease of the Premises on such terms and conditions for such lease as are more specifically set forth in this Lease below:

NOW, THEREFORE, the Village, for and in consideration of the rents, covenants, and agreements reserved and contained on the part of the Lessee to be paid, kept, and performed, has demised and leased, and by this Lease does demise and lease to the Lessee, subject to the covenants and conditions expressed herein which the Lessee agrees to keep and perform, the Premises more particularly described in Section 1.1 of this Lease.

SUBJECT, however, to the Permitted Exceptions described in the Sale Agreement and such other reservations, conditions, covenants, restrictions, rights-of-way, easements or encumbrances, whether or not of record, and such other matters as may be disclosed by inspection or survey.

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. General Definitions; Variable Terms. Unless the context hereof clearly indicates otherwise, the capitalized words, terms and phrases defined in the Recitals hereto and otherwise herein shall have the same meanings for all purposes of this Lease. In addition, in all cases the singular includes the plural, the plural includes the singular and a reference to any pronoun includes both genders and the neuter, as the case may be. Certain further terms for all purposes of this Lease are defined as follows:

“**Date of Lease**” means December 1, 2018.

“**Village’s Address**” means: Village of Rantoul
333 S. Tanner Street
Rantoul, IL 61866
Attn: Eric Vences
Tel: (217) 892-6896
evences@village.rantoul.il.us

“**Lessee’s Address**” means: John van der Velde
3230 Overland Avenue, #217
Los Angeles, CA 90034
Tel: (310) 202-1035

“**Premises**” means that certain real estate, together with the Buildings and other improvements which may be located thereon, the boundaries and location of which are set forth or outlined on the Site Plan attached hereto as on Exhibit A, and commonly known as 1011 Pacesetter Drive (“**Hangar 4**”), Rantoul, Illinois, the same being the Premises as defined and depicted in the Sale Agreement.

“**Building**” means the Building located upon the Premises, which such Building has the following square footage:

Hangar 4 – 218,000 square feet

“**Commencement Date**” means the Effective Date as provided in the Sale Agreement.

“**Term**” means from the Date of Lease to April 30, 2071, unless sooner terminated in accordance with this Lease.

“**Rent**” means \$1,200.00 per year as of the Commencement Date.

“**Monthly Installment**” means \$100.00 per month as of the Commencement Date.

“**Permitted Use**” means any use authorized by the Rantoul Zoning Ordinance (Chapter 46 of the Rantoul Code) for the I-1 Industrial (Light) Zoning District.

“**Public Liability Insurance Amounts**” means not less than \$2,000,000 for bodily injury or death to any number of persons in any one accident and not less than \$2,000,000 for property damage.

Section 1.2. Exhibits and Addenda. The identification of any Exhibit or any Addendum included with and made a part of this Lease is as follows:

Exhibit A Outline Depicting the Boundaries and Location of the Premises and Legal Description

Section 1.3. Certain Phrases. The words “hereof”, “herein”, “hereunder”, “hereto”, and other words of similar import refer to this Lease as a whole and not solely to the particular portion thereof in which any such word is used.

Section 1.4. Subdivisions. References to sections and other subdivisions of this Lease are to the designated sections and other subdivisions of this Lease as originally executed.

Section 1.5. Headings. The headings of this Lease are for convenience of reference only and shall not define or limit the provisions hereof.

ARTICLE II TITLE, LEGAL STATUS OF VILLAGE AND CONDITION OF PREMISES

Section 2.1. Title to Premises. The Village reaffirms to the Lessee that title to the Premises is accurately described in the Sale Agreement and this Lease. Except as otherwise provided in the Sale Agreement and Section 3.1(b) hereof, the Village retains the right to receive any and all rent due and payable to the Village under any leases of all or any part of the Premises existing on the Date of Lease until the Commencement Date.

Section 2.2. Legal Status of Village. Lessee understands and agrees that the Village is entering into this Lease in its capacity as an owner with a proprietary interest in the Premises and not as a municipal regulatory authority having certain police powers or as a municipal utility providing certain utility services. The Village’s legal status as a municipal corporation and unit of local government shall in no way limit the obligation of Lessee to obtain any required approval or utility services from any applicable department,

board or commission of the Village that has jurisdiction over the Premises. By entering into this Lease, the Village is in no way modifying or limiting the obligation of Lessee to cause the Premises to be used and occupied in accordance with all applicable laws, ordinances, orders, rules and regulations of the Village.

Section 2.3. Condition of Premises. The Lessee acknowledges having inspected and knowing the condition and state of repair of the Premises and the Buildings. It is expressly understood and agreed by and between the Village and the Lessee that the Premises and the Buildings are provided by the Village to the Lessee in an “as is”, “where is” condition without any representation or warranty by the Village concerning their condition. The Lessee acknowledges that the Village has made no representation or warranty concerning the condition and state of repair of the Premises and the Buildings, nor any agreement or promise to alter, improve, adapt, repair, remove or clean the Premises and the Buildings unless the same is otherwise expressly stated herein or made a part hereof.

ARTICLE III TERM

Section 3.1. Term.

(a) Unless otherwise terminated earlier hereunder, this Lease shall commence on the Date of Lease and shall be for the Term expiring at 12:00 midnight on the last day of the Term.

(b) From the Date of Lease until the Commencement Date, Lessee shall be entitled to assume possession of such part or parts of the Premises not otherwise leased to any other party.

(c) This Lease shall automatically terminate and be of no force and effect concurrently upon the conclusion of the closing under the Sale Agreement or such other date that the Sale Agreement is terminated in accordance with its terms.

Section 3.2. Surrender of Premises. Upon the expiration or earlier termination of the Term of this Lease for any reason other than the Closing as provided in the Sale Agreement, Lessee shall surrender the Premises in substantially the same condition as that existing as of the Date of Lease, reasonable wear and tear excepted, and all alterations, additions and improvements constructed or installed by or on behalf of the Lessee on the Premises and all permanent fixtures shall become the property of the Village.

ARTICLE IV RENT; ADDITIONAL RENT; SECURITY DEPOSIT

Section 4.1. Payment of Rent. During the Term of this Lease, Lessee covenants and agrees to pay to the Village, without notice or demand and without deduction or setoff for any reason whatsoever, except as may otherwise be specifically provided in this Lease, the amount of the Rent. Such Rent shall be paid in equal monthly installments, each in advance of the first day of each month from and after the Commencement Date in the amount set forth as a Monthly Installment, with the Monthly Installment for the first full month being due and payable on or before the Date of Lease.

Section 4.2. Additional Rent. Lessee shall pay or cause to be paid, and discharge or cause to be discharged, when the same shall become due, as additional Rent, all taxes, assessments, insurance premiums, operating and maintenance charges and other amounts, liabilities and obligations of every description which Lessee assumes or agrees to pay or discharge pursuant to this Lease, together with every penalty, interest or other charge that may be added for nonpayment or late payment, whether payable to the Village or any other person or party designated in this Lease. If Lessee fails to pay or discharge any such amount, liability or obligation, the Village shall have all rights, powers and remedies provided in this Lease or by law in the case of nonpayment of Rent.

Section 4.3. Place of Payment. All payments by Lessee to the Village under and pursuant to this Lease shall be made payable to the Village of Rantoul and forwarded to the Village Comptroller, at 333 S. Tanner Street, Rantoul, Illinois 61866, unless some other payee or place of payment is otherwise specified in writing by the Village.

ARTICLE V UTILITIES AND TAXES

Section 5.1. Utilities. Lessee shall, during the entire Term of this Lease from and after the Commencement Date, fully and promptly pay for all water, sewer, natural gas, steam heat, light, electric power and telephone services and other public utility services of every kind and nature which Lessee may require in connection with the Premises and the Buildings. The Lessee shall deal directly with any provider of any utility servicing the Premises and the Buildings concerning the Lessee's own utility needs and shall pay all costs incident to any such utility service, including, without limitation, the cost of purchasing, installing and maintaining meters, connection changes and deposits. The Village does not in any way warrant the provision, maintenance or adequacy of any such utility service provided by any such provider of utility service and shall not be liable to Lessee for any interruption in any such utility service.

Section 5.2. Taxes and Assessments. From and after the Commencement Date, Lessee shall pay all general taxes which may be levied or assessed upon the leasehold estate of Lessee under this Lease. In connection with Lessee's obligation to pay such general taxes, the provisions of Sections 9-195 and 15-60 of the Property Tax Code of the State of Illinois (35 ILCS 200/1-1 *et seq.*), as supplemented and amended (the "**Property Tax Code**"), with respect to property belonging to a municipality but leased to another whose property is not exempt, are applicable to the provisions of this Section 5.2 of this Lease. Lessee acknowledges that pursuant to such Sections 9-195 and 15-60 of the Property Tax Code, the Village has or will have made due application to have the Premises be and remain exempt from taxation to the Village. The leasehold interest of Lessee under this Lease is therefore mutually acknowledged and intended to be assessed under Sections 9-195 and 15-60 of the Property Tax Code so as to make such leasehold estate and related appurtenances under this Lease to be listed as the property of Lessee as real estate for such taxation purposes and, unless Lessee is itself exempt from taxation, payable directly by Lessee. Lessee shall have the right at its own cost and expense to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of, exemption from or otherwise contesting the validity or amount of taxes assessed and levied upon the Premises or the leasehold interest of Lessee which are required to be paid by Lessee hereunder.

ARTICLE VI USE OF PREMISES; COMPLIANCE WITH LAWS; INSPECTION

Section 6.1. Conduct and Use. The Lessee shall use each of the Premises only for the purposes of conducting thereon the Permitted Use and for incidental purposes related thereto and no other purpose.

Section 6.2. Compliance with Applicable Laws. Lessee covenants and agrees that in the use and occupation of the Premises and the Buildings and in the prosecution or conduct of the Permitted Use therein, the Lessee shall comply with all material requirements of all applicable laws, ordinances, orders, rules and regulations of the federal, state and local authorities and with any directive, permit, license or certificate of occupancy issued pursuant thereto by any public officer or officers, including, but not limited to, those relating to occupational safety, health and the environment. Lessee covenants not to use or to permit to be used any part of the Premises and the Buildings for any dangerous, noxious, or offensive trade or business and to not cause or maintain any nuisance in, at, or on the Premises. The Lessee shall be solely responsible for obtaining at the Lessee's sole cost and expense any and all licenses and permits required for Lessee's use and occupancy of the Premises and the Buildings, including the Permitted Use under this Lease.

Section 6.3. Access and Inspection. The Village, together with its officers, employees, agents and contractors, may enter upon the Premises and the Buildings at any reasonable time for any purposes not inconsistent with the Lessee's use and occupation of the Premises and the Buildings under this Lease, including but not limited to the purpose of building inspection and code enforcement. The Village will normally give the Lessee at least 24 hours prior notice of its intention to enter the Premises and the Buildings unless the Village determines that such entry is required for safety, environmental, operational or security purposes. The Lessee shall have no claim on account of any such entries against the Village or any of its officers, employees, agents or contractors.

**ARTICLE VII
MAINTENANCE AND REPAIRS, ALTERATIONS AND
IMPROVEMENTS, DAMAGE AND CONDEMNATION**

Section 7.1. Maintenance and Repairs, Alterations and Improvements. From and after the Date of Lease, Lessee shall, at its own cost and expense, make all necessary repairs and replacements to the Premises and the Buildings, including the roof, foundation, heating, air-conditioning, plumbing, electrical, and sewerage systems and the structural components and soundness of the exterior walls of the Buildings, including any other improvements of every kind which may be a part thereof, and shall keep and maintain the same in good condition and repair. Such repairs and replacements, ordinary or extraordinary, shall be made promptly, if, as and when necessary. All such repairs and replacements shall additionally be in quality and class at least equal to the original work. In connection with any such maintenance, repairs and replacements, Lessee shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Premises and the Buildings and any improvements thereon, or any activity or condition on or in the Premises and the Buildings, including, but not limited to, the provisions of the Americans with Disability Act of 1990 (42 U.S.C. Sections 12101 et seq.), as supplemented and amended, to the extent applicable thereto. Lessee shall, at its own cost and expense, keep the Premises and the Buildings in a sanitary, clean and neat order.

Section 7.2. Alterations and Improvements and Changes. From and after the Date of Lease, Lessee, at its own cost and expense, but only after written permission of the Village has been first obtained, shall have the right to alter and/or improve the Premises and the Buildings, as Lessee may deem necessary. In connection with obtaining such written permission, Lessee shall furnish the Village with copies of the plans and specifications for any such alterations and improvements, and if such written permission is obtained, Lessee shall obtain all required permits for any such alterations and improvements. Any such alterations and improvements shall be made in full compliance with any and all laws, ordinances, codes, rules and regulations which may govern the same, including those pertaining to zoning, land use regulation and buildings or structures. Lessee shall hold the Village harmless from any loss or damage by reason of any of Lessee's alterations and improvements to the Premises.

Section 7.3. Covenant Against Encumbrances and Liens. Prior to the Commencement Date, Lessee shall not encumber its leasehold interest in the Premises and shall do all things necessary to prevent the filing of any mechanics' or other liens against the Buildings or the Premises or the interest of the Village therein by reason of any work, labor, services or materials performed or supplied or claimed to have been performed or supplied to Lessee or anyone holding the Premises, or any part thereof, through or under Lessee. If any such lien shall at any time be filed, Lessee shall cause the same to be vacated and cancelled of record within thirty (30) days after the date of the filing thereof; provided, however, that Lessee shall have the right to contest in good faith and with reasonable diligence the validity of any lien or claimed lien. On final determination of the lien or claim for lien, Lessee shall immediately pay any judgment rendered with all proper costs and charges and will at Lessee's own expense have the lien released and judgment satisfied.

Section 7.4. Fixtures and Equipment. Lessee may, at Lessee's sole cost and expense, furnish and install such business and trade fixtures and equipment in the Buildings as may be necessary or desirable for Lessee's business. Any business and trade fixtures and equipment which do not become structural in nature shall remain the personal property of Lessee and may be removed by Lessee at the expiration or earlier termination of this Lease. Upon removal of any such fixtures and equipment, Lessee shall repair any damage to the Buildings caused by such removal and shall restore the Buildings to its condition as of the Date of Lease. Lessee shall furnish any signs to be used on the Premises for the advertisement of Lessee's business.

Section 7.5. Damage and Destruction. In the event the Premises or any part thereof is damaged or destroyed by fire, explosion, the elements or other casualty at any time after the Commencement Date, Lessee shall assume any risk of loss associated therewith.

Section 7.6. Condemnation. In the event that the Premises or any part thereof is appropriated or taken under the power of eminent domain by any public or governmental authority at any time after the Commencement Date, Lessee shall have the right to recover from the public or governmental authority such compensation as may be awarded on account of the loss of the real estate and related improvements.

ARTICLE VIII HAZARDOUS MATERIAL

Section 8.1. General Prohibition. Lessee shall not cause or permit any Hazardous Material (as defined below) to be brought or remain upon, manufactured, possessed, used, discharged, leaked or emitted in or about, or treated (collectively, a "Hazardous Material Activity") on, in, under or about the Buildings or the Premises without the prior written consent of the Village, which consent the Village may withhold in its reasonable discretion; provided, however, the Village, in its reasonable discretion, may consent to any Hazardous Material Activity on, in, under or about the Buildings or the Premises if Lessee demonstrates to the Village, in its sole and absolute judgment, that any such Hazardous Material (in incidental quantities) is necessary to or required as a part of Lessee's Permitted Use and that Lessee shall strictly obey and adhere to any applicable Environmental Law (as defined below) that in any manner regulates or governs any such Hazardous Material Activity of Lessee. As used in this Lease, "Hazardous Material" means any hazardous, etiological, toxic, or radioactive substance, chemical, compound, product, solid, gas, liquid, by-product, pollutant, contaminant, material, matter, or waste that is or becomes during the Term of this Lease regulated by any applicable Environmental Law (as defined below). As used in this Lease, "Environmental Law" means any federal, state, or local law, ordinance, order, rule, regulation, code, or any governmental restriction, requirement, permit, license, certificate, decision or other governmental action in connection with any Hazardous Material or any Hazardous Material Activity. Upon or prior to the termination of this Lease, Lessee shall remove from the Buildings and the Premises, at Lessee's sole cost and expense, any Hazardous Material that Lessee brought or permitted to be brought upon the Buildings and the Premises.

Section 8.2. Environmental Indemnification. To the fullest extent permitted by law, Lessee shall indemnify, hold harmless and hereby waives any claim for contribution against the Village, its officers, agents and employees, for any damages, expenses, liabilities, fines, costs, penalties, attorneys' fees, consultant fees and expert fees (including, but not limited to any removal and clean-up of any Hazardous Material and restoration work necessary to return the Buildings and the Premises, together with any other property of any nature wherever located, to their condition existing prior to the introduction of any such Hazardous Material, as well as any loss, or restriction on use of leaseable space or any amenity of the Buildings or the Premises) resulting from any Hazardous Material Activity or any other acts or omissions of Lessee, or any of its officers, agents, employees, contractors or the invitees of any of them, which gives rise to any liability, civil or criminal, or responsibility of the Village under any applicable Environmental Law in connection with Lessee's use and occupation of the Buildings or the Premises under this Lease. The provisions of this Section 8.2 shall survive the expiration or earlier termination of this Lease and Lessee's obligations hereunder shall apply whenever the Village incurs any cost or liability for any Hazardous

Material Activity of Lessee or any other acts or omissions of Lessee of the types described in Section 8.1 of this Lease above.

**ARTICLE IX
LIABILITY, INDEMNIFICATION AND INSURANCE**

Section 9.1. Liability and General Indemnification.

(a) From and after the Date of Lease and to the fullest extent permitted by law, Lessee agrees to assume all risks of loss of or damage to property, including the Buildings and the Premises, and injury to or death of persons by reason of or incident to the possession and/or use of the Buildings and the Premises by Lessee, or any of the activities conducted by Lessee under this Lease. Lessee expressly waives all claims against the Village for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the Buildings and the Premises by Lessee or the conduct of activities or the performance of responsibilities by Lessee under this Lease. To the fullest extent permitted by law, Lessee further agrees to indemnify, save, hold harmless, and defend the Village, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, personal injury, death or property damage resulting from, related to, caused by or arising out of the possession and/or use of the Buildings and the Premises by Lessee or any activities conducted or services furnished by Lessee in connection with or pursuant to this Lease, whether such loss, damages, injuries or death shall be caused by or in any way result from or arise out of any act, omission or negligence of Lessee or any occupant, visitor or user of any portion of the Premises.

(b) The agreements contained in this Section 9.1(a) above, do not extend to claims for damages caused solely by the gross negligence or willful misconduct of the Village, its officers, agents or employees. To the fullest extent permitted by law, the Village agrees to indemnify, save, hold harmless, and defend Lessee, its officers, agents and employees from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney fees arising out of, or in any manner predicated upon, personal injury, death or property damage resulting from, related to, caused by or arising out of the Village's failure to perform any of the agreements, terms, covenants, or conditions on its part to be performed under this Lease.

Section 9.2. Insurance Required of Lessee. From and after the Date of Lease, Lessee, at his sole cost and expense, shall carry and maintain:

(a) All risk property and casualty insurance against loss or damage or other risks embraced by the coverage of the type now known as the broad form of extended coverage (including but not limited to riot and civil commotion, vandalism, malicious mischief and earthquake) in an amount not less than 100% of the \$8,175,000.00 total purchase price for all of the Premises under each of the Sale Agreements. The policy of insurance carried in accordance with this Section 9.2(a) shall contain a "Replacement Cost Endorsement". During the Term of this Lease, such Full Replacement Value shall be redetermined from time to time upon the written request of the Village in the event of substantial changes or alterations to the Premises undertaken by the Lessee as permitted under the provisions of Section 7.2 of this Lease;

(b) Comprehensive general liability insurance, including but not limited to insurance against claims or causes of action for personal injury (including without limitation bodily injury or death) or for property damage arising in connection with Lessee's use and occupation of the Buildings and the Premises, to provide protection as of the Date of Lease and at all times during the period that this Lease shall be in effect, with limits of liability in amounts not less than the Public Liability Insurance Amounts. Such insurance shall also include coverage against liability for personal injury (including without limitation bodily injury or death) and for property damage arising out of the acts or omissions of others who may be on or about the Buildings or the Premises at the invitation of Lessee; and

(c) Personal property insurance, including but not limited to insurance protecting and indemnifying Lessee against any and all damages to and loss of any of the equipment, furnishings, furniture, fixtures, inventory or contents of Lessee or others which may be located or stored in the Buildings or the Premises (collectively, “**Lessee’s Personal Property**”), and all claims and liabilities related thereto, in such form and amounts, if any, as Lessee shall deem necessary or appropriate.

Section 9.3. Policy Provisions. All insurance which this Lease requires Lessee to carry and maintain or cause to be carried or maintained in Section 9.2(a) and (b) above shall be with such insurers having a Best rating of “A” or better and licensed to do business in the State of Illinois as the Village shall approve. All policies issued by any insurer of the comprehensive general liability insurance specified in Section 9.2(a) and (b) will name the Village as an additional insured, provide that any losses shall be paid notwithstanding any act, omission or negligence of Lessee, the Village or any other person, provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Village of written notice thereof, provide that any such insurer shall have no right of subrogation against the Village, and be reasonably satisfactory to the Village in all other respects. In no circumstances will Lessee be entitled to assign to any third party rights of action which Lessee may have against the Village.

Section 9.4. Reliance Upon Property Insurance. Lessee understands that the Village, in reliance upon Section 9.2(c) of this Lease above, will not carry insurance of any kind on any of Lessee’s Personal Property which may be located or stored in the Buildings or the Premises and that the Village shall not be liable for any damage thereto or loss thereof. In the event of any damage to or loss of any of Lessee’s Personal Property, Lessee shall look solely to Lessee’s insurance coverage as specified by Section 9.2(c) above and shall make no claim whatsoever against the Village.

Section 9.5. Delivery of Policies. Lessee shall deliver or cause to be delivered to the Village on or before the Date of Lease copies of policies of insurance evidencing the insurance required by Section 9.2(a) and (b) of this Lease.

ARTICLE X ASSIGNMENT AND SUBLEASE

Section 10.1. Consent Required. Lessee shall not assign or transfer this Lease or any interest in this Lease, or enter into any sublease of the Premises in whole or in part, without the prior, express and written consent of the Village, which shall not be unreasonably denied, except that any assignment of this Lease as collateral may be made without the prior written consent of the Village. Any assignment or sublease without the Village’s consent shall be void, and shall, at the option of the Village, terminate this Lease. In the event that the Village provides its consent and Lessee elects to enter into any assignment, transfer or sublease of the Premises, any such assignment, transfer or sublease shall be made subject to the provisions of this Lease.

Section 10.2. Involuntary Transfers. Neither this Lease nor any interest of Lessee in the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer or sale by operation of law in any manner whatever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of the Village, terminate this Lease.

ARTICLE XI DEFAULT AND REMEDIES

Section 11.1. Events of Default. The occurrence of any one or more of the following events (here sometimes called an “**Event of Default**”) shall constitute a default of this Lease:

(a) if default shall be made in the due and punctual payment of any Rent, including any Monthly Installment and/or other charges payable under this Lease, or any part thereof, when and as the same shall become due and payable, and such default shall continue for a period of ten (10) days after notice from the Village to Lessee specifying the items in default; or

(b) if Lessee shall default in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease provided, other than those referred to in the foregoing Section 11.1(a) of this Lease above, for a period of thirty (30) days after notice from the Village to Lessee specifying the items in default (unless the default involves the cancellation of insurance required under Section 9.2(a) or (b) hereof or a hazardous condition, which shall be cured forthwith upon the Village's demand, or unless some other period of time is otherwise specified in this Lease), subject to the provisions of Section 11.1(e) of this Lease below; or

(c) any desertion, vacation or abandonment of the Premises by Lessee; or

(d) if the Village shall default by the failure to perform any of the agreements, terms, covenants, or conditions on its part to be performed under this Lease and that failure continues uncorrected for thirty (30) days after notice of failure from Lessee (unless some other period of time is otherwise specified in this Lease), subject to the provisions of Section 11.1(e) of this Lease below; or

(e) if any default by Lessee under the provisions of Section 11.1(b) of this Lease above or if any default by the Village under the provisions of Section 11.1(d) of this Lease above cannot with due diligence be cured or remedied within the period of time specified in such applicable notice of default, and if such defaulting party has commenced to cure or remedy such default and diligently pursues with due diligence to cure or remedy such default thereafter, then the time to cure or remedy such default shall be extended for such additional time as is reasonably necessary to cure or remedy the same with all due diligence.

Section 11.2. Termination of Lease. Upon the occurrence of any Event of Default by either party, the nondefaulting party may, if the nondefaulting party so elects, in addition to any other right or remedy given under this Lease or by law, give notice to defaulting party that this Lease shall terminate upon the date specified in such notice, and upon the date specified in such notice, or in any other notice pursuant to law, this Lease and the term thereof shall terminate.

Section 11.3. Unpaid Rent and Damages. Upon termination of this Lease pursuant to statute or by summary proceedings or otherwise, Lessee shall pay to the Village, immediately and without any further demand or notice from the Village: (i) any Rent and/or other charges accrued to the date of reentry or repossession of the Premises by the Village, together with any Monthly Installment of Rent otherwise payable for the full month in which such reentry or repossession of the Premises by the Village occurs; and (ii) \$12,129.18, the same being the amount to be repaid to the Village by Lessee under Section 3.1 hereof.

Section 11.4. Cost and Expenses of Enforcement. Upon the occurrence of an Event of Default which requires either party to undertake any action to enforce any provision of this Lease, the defaulting party shall pay upon demand all of the nondefaulting party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such nondefaulting party in enforcing any of the defaulting party's obligations under this Lease or in any litigation, negotiation or transaction in connection with this Lease in which the defaulting party causes the nondefaulting party, without the nondefaulting party's fault, to become involved or concerned.

Section 11.5. Remedies Cumulative. All rights and remedies conferred on the Village and Lessee by this Lease and the Sale Agreement shall be deemed cumulative and no one right or remedy shall be

deemed to be exclusive of the other or of any other right or remedy conferred by law, including specific performance or any other equitable action.

ARTICLE XII MISCELLANEOUS

Section 12.1. Entire Agreement; Conflict. This Lease, together with the Sale Agreement and any Exhibit or Addendum attached hereto, collectively set forth all covenants, promises, agreements, conditions and understandings between the Village and Lessee concerning the Premises. Except for the Sale Agreement, there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties hereto other than as herein and therein set forth. No subsequent change or addition to this Lease shall be binding upon the Village or Lessee unless reduced to writing and signed by both the Village and the Lessee. In the event of any irreconcilable conflict between the Sale Agreement and this Lease, the provisions of the Sale Agreement shall control.

Section 12.2. No Partnership, Joint Venture, Etc. The Village does not in any way become a partner, joint venturer or member of a joint enterprise with Lessee under this Lease.

Section 12.3. Force Majeure. If either party is delayed from the performance of any act required hereunder by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, riots, insurrection, war or like reasons not the fault of the party delayed, then the period for performance of the act shall be extended for such reasonable period as may be equivalent to the period of the delay.

Section 12.4. Notices. All notices, demands or other communications to be made or given or required to be made or given to the Village under or in respect of this Lease shall be in writing and sent or delivered to the Village at the Village's Address, and all notices demands or other communications to be made or given or required to be made or given to Lessee under or in respect of this Lease shall be in writing and sent or delivered to Lessee at Lessee's Address, or to such other address as each may give to the other in writing. Unless otherwise stated in this Lease, notices shall be deemed sent or delivered on the date when the same are: (a) deposited in the U.S. Mail and sent by certified mail, postage prepaid; (b) personally delivered; or (c) deposited with a nationally-recognized courier for next day delivery, delivery charge prepaid.

Section 12.5. Consent. Except as to the provisions of Section 8.1 of this Lease, where any other provision of this Lease requires the prior written consent by or approval of either party, such consent or approval shall not be unreasonably withheld.

Section 12.6. Time of the Essence. Time is of the essence of this Lease and each and every covenant, term, condition and provision hereof.

Section 12.7. Quiet Enjoyment. The Village covenants and warrants that, except as otherwise provided in this Lease, for so long as Lessee fulfills the agreements, terms, conditions and covenants required of Lessee under this Lease, the Lessee shall, at all times during the Term of this Lease, have and enjoy peaceful and quiet possession of the Premises.

Section 12.8. Applicable Law; Venue. This Lease shall be governed by and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by either party to enforce any of the provisions of this Lease, the venue for any such action or proceeding shall be in Champaign County, Illinois.

Section 12.9. Counterparts. This Lease may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, each of the parties hereto have executed or caused this Lease to be executed by proper officers duly authorized to execute the same as of the Date of Lease set forth herein.

LESSOR:

LESSEE:

THE VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS

JOHN VAN DER VELDE

By: _____
Charles R. Smith
Village President

ATTEST:

By: _____
Michael P. Graham
Village Clerk

STATE OF ILLINOIS)
) **SS.**
COUNTY OF CHAMPAIGN)

I, the undersigned, a notary in and for said County and State aforesaid, DO HEREBY CERTIFY, that **CHARLES R. SMITH**, personally known to me to be the President of the Board of Trustees of the Village of Rantoul, Illinois, and **MICHAEL P. GRAHAM**, personally known to me to be the Village Clerk of the Village of Rantoul, Illinois, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such President and Village Clerk, respectively, they signed and delivered the said instrument of writing as President and as Village Clerk of said Village of Rantoul, and caused the seal of said Village to be affixed thereto, pursuant to the authority given by the Board of Trustees of said Village, as their free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this ____ day of _____, 2018.

Notary Public

STATE OF _____)
) **SS.**
COUNTY OF _____)

I, the undersigned, a notary in and for said County and State aforesaid, DO HEREBY CERTIFY, that **JOHN VAN DER VELDE** personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this ____ day of _____, 2018.

Notary Public

EXHIBIT A

Outline Depicting the Boundaries and Location of the Premises

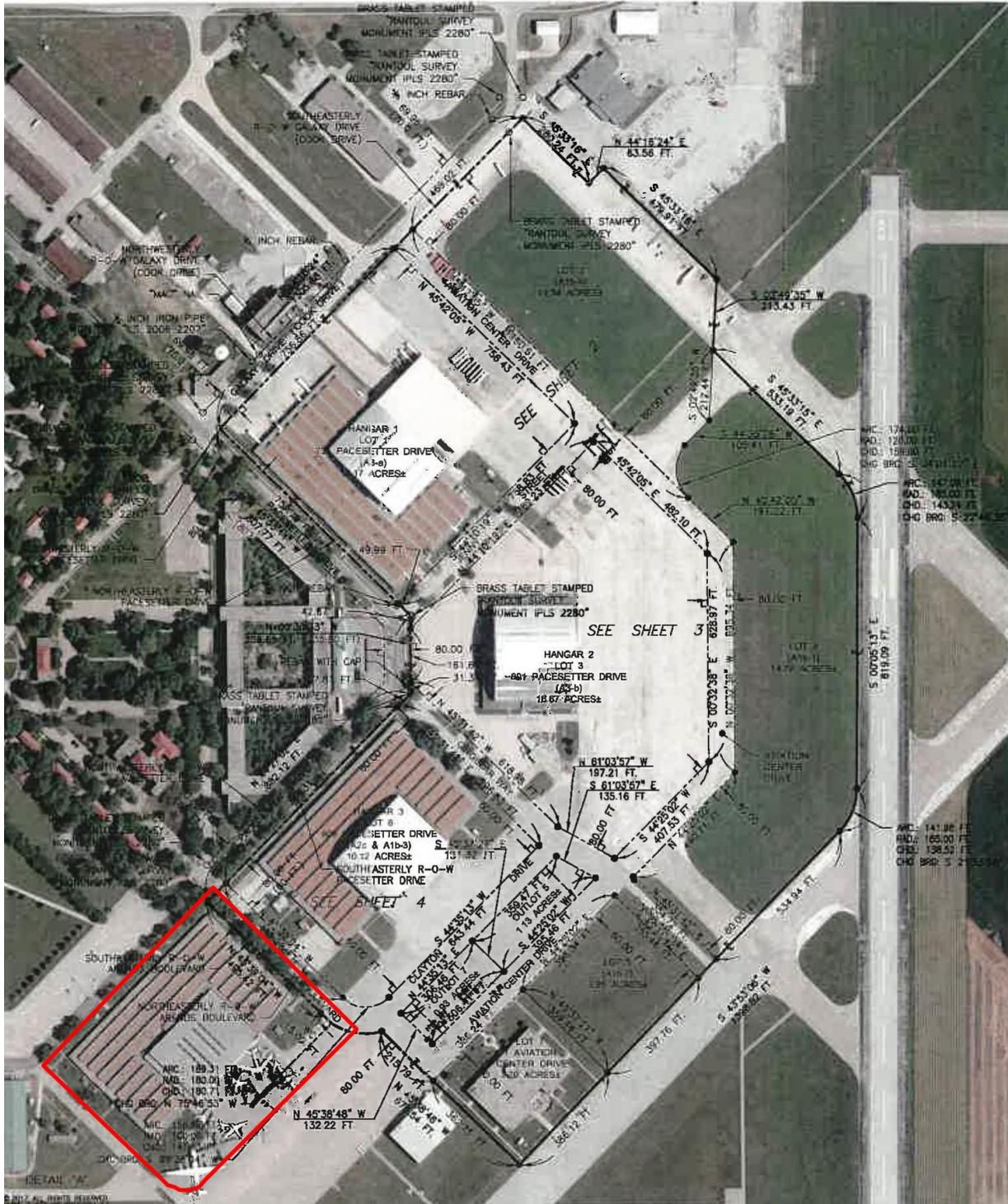
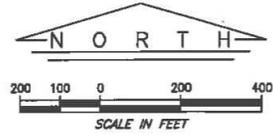


EXHIBIT A

Legal Description

Hangar 4

Commencing at the Northwest corner of Section 11, Township 21 North, Range 9 East of the Third Principal Meridian; thence South 0°30' 52" East, along the West line of the Northwest Quarter of said Section 11 and the Centerline of Century Boulevard, 981.58 feet to the centerline of Flessner Avenue; thence North 89°27' 44" East, along said Centerline, 709.09 feet to the centerline of Pacesetter Drive; thence North 44°30' 44" East, 762.53 feet; thence South 45°30' 23" East, 40.00 feet to the Point of Beginning; thence North 44°28' 57" East along a line parallel with and 40.00 feet Southeasterly of said Centerline, 30.00 feet; thence South 45°31' 03" East, 400.00 feet; thence South 44°30' 44" West, 755.09 feet; thence North 45°31' 03" West, 399.98 feet; thence North 44°30' 44" East, along a line parallel with and 40.00 feet Southeasterly of said Centerline, 725.09 feet to the Point of Beginning, said described parcel containing 6.934 Acres, more or less, all situated in Champaign County, Illinois.

ORDINANCE NO. 2599

**AN ORDINANCE
AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE
OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS
(821 Veterans Parkway)**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) is the owner of a certain parcel of real estate commonly known as 821 Veterans Parkway, Rantoul, Illinois, which is more particularly depicted as Lot 1 on the plat shown in 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 an Agreement for Sale of Real Estate by and between the Village, as Seller, and Matt Caldwell, as Buyer (the “**Buyer**”), under and by which such Buyer has agreed to purchase the Real Estate for \$27,500.00 (the “**Agreement**”).

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 Agreement, including the terms thereof as set forth in the form of such Agreement 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 Agreement and the Village Clerk is hereby authorized to attest such execution of the Agreement, with such changes and revisions in the form of such Agreement 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 Agreement 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 Agreement, 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 Agreement 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 Agreement 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 Agreement.

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 11th day of December, 2018.

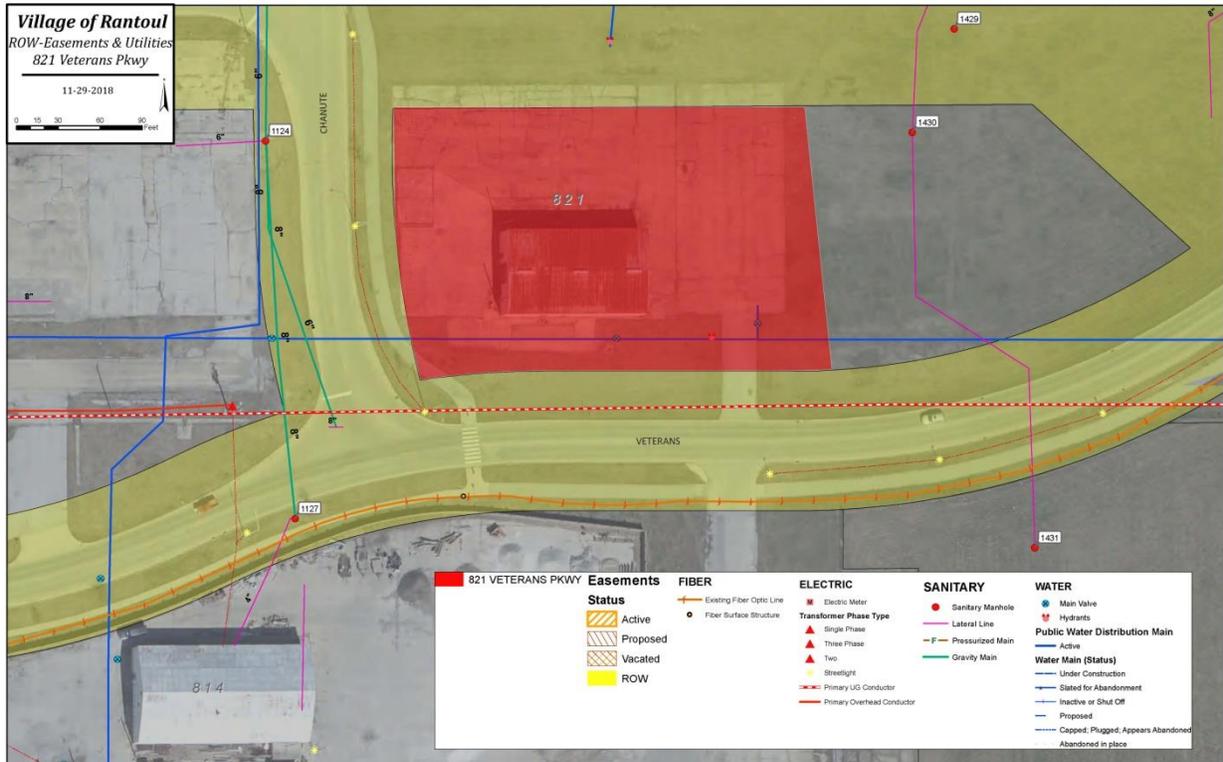
Village Clerk

APPROVED this 11th day of December, 2018.

Village President

EXHIBIT A

Plat of Lot 1



11/29/2018

AGREEMENT FOR SALE OF REAL ESTATE

BY AND BETWEEN THE

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

AND

**MATT CALDWELL,
AS BUYER**

DATED AS OF DECEMBER 1, 2018

This Instrument was prepared by:

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

AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT FOR SALE OF REAL ESTATE, including Exhibit A, which is attached hereto and made a part hereof (collectively, this “**Agreement**”), is dated for reference purposes only as of December 1, 2018, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation, as Seller (“**Seller**”) and Matt Caldwell, an individual, as Buyer (“**Buyer**”). For the purposes of this Agreement, the term “**Parties**” is sometimes used to refer to and identify both Seller and Buyer collectively. This Agreement shall become effective upon the date of its actual execution by the last of the Parties hereto as set forth on the signature page hereof (the “**Effective Date**”).

RECITALS

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

ARTICLE I SALE AND PURCHASE

Section 1.1. Real Estate Description. Seller agrees to sell and Buyer agrees to purchase the real estate commonly known as 821 Veterans Parkway, Rantoul, Illinois, which is more particularly depicted as Lot 1 on the plat attached hereto and made a part hereof as Exhibit A (the “**Real Estate**”), together with all improvements and appurtenances thereon, (the Real Estate and any such improvements being, collectively, the “**Premises**”), upon the terms and conditions set forth in this Agreement.

Section 1.2. Purchase Price. Buyer agrees to pay to Seller \$27,500.00 as the total price for the Premises as follows:

(a) Buyer has paid \$1,500.00 as earnest money to be deposited and held in the trust account of Evans, Froehlich, Beth & Chamley, Champaign, Illinois for delivery to Seller at the time of closing, and

(b) the balance of the purchase price, adjusted by prorations and credits allowed the Parties by this Agreement, shall be paid to Seller at closing in cash, by cashier’s check, by check issued by a lending institution, or other form of payment acceptable to Seller.

Section 1.3. Condition of Premises.

Buyer acknowledges having inspected the Premises, being acquainted with the condition thereof and accepts the Premises in its “**AS-IS**”, “**WHERE-IS**” condition without any representation or warranty by Seller concerning such condition and without any obligation on the part of Seller to make any alterations, repairs, replacements or other improvements, except as provided in this Section below.

Section 1.4. Contingency of Agreement. This Agreement is contingent upon Seller being expressly authorized by the Federal Aviation Administration (the “**FAA**”) to sell and convey

the Premises to a third party purchaser. Except as provided in Section 1.6 below, in the event that Seller has been unable to obtain such authorization from the FAA on or before August 31, 2019, this Agreement shall be deemed null and void and of no force and effect and neither Seller nor Buyer shall have any obligation or liability with respect thereto.

Section 1.5. Possession and Closing. Seller shall deliver possession of the Premises to Buyer at the time of the closing of this transaction (the “**Closing**”) which shall occur forty-five (45) days after satisfaction of the contingency described in Section 1.4 of this Agreement above, or such later date as may be mutually agreed to by the parties (the “**Closing Date**”), at the office of Seller.

ARTICLE II **TITLE MATTERS**

Section 2.1. Evidence of Title. Within a reasonable time after obtaining authorization from the FAA as described in Section 1.4 above, Seller shall deliver to Buyer a Commitment for Title Insurance issued by a title company doing business in Champaign County, Illinois, committing the company to issue a title policy in the usual form insuring title to the Premises in the name of Buyer for the amount of the purchase price. Seller shall be responsible for payment of the Owner’s premium and Seller’s search charges. The balance of the cost of providing title insurance shall be borne by Buyer.

Section 2.2. Exceptions to Title.

(a) Permissible exceptions to title shall include only the lien of general taxes and special assessments, if any; zoning laws and building codes and ordinance; easements (apparent or of record) which do not underlie any buildings; and covenants and restrictions of record which are not violated by the existing improvements or the present uses of the Premises and which do not restrict reasonable use of the Premises, including, but not limited to, all applicable covenants and restrictions contained in that certain Quit Claim Deed dated March 6, 2008, from the United States of America; acting by and through the Secretary of the Air Force, to the Village of Rantoul, a copy of which has been made available to Buyer.

(b) If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by paying the amount due at or prior to the Closing. If Seller is unable to cure any such exception, then this Agreement may be terminated in the sole discretion of Buyer.

Section 2.3. Special Warranty Deed; Deliveries at Closing. Prior to the Closing, Seller or Seller’s attorney shall prepare and Seller shall execute a recordable Special Warranty Deed sufficient to convey the Real Estate to Buyer or its nominee, in fee simple absolute, subject only to exceptions permitted herein. Such Special Warranty Deed shall be delivered to Buyer at the Closing of this transaction upon compliance with the terms of this Agreement.

Section 2.4. Taxes, Assessments and Notices. Real estate taxes apportioned through the date of possession shall be Seller’s expense. The proration thereof shall be calculated upon the

basis of the most current tax information, including confirmed multipliers. Transfer tax and all special assessments which are a lien upon the Real Estate as of the Effective Date of this Agreement shall be Seller's expense. All such taxes and special assessments shall constitute a credit to Buyer against the purchase price and shall release Seller from any further liability to Buyer in connection therewith.

Seller expressly warrants that Seller has issued no notice of a current building code or other ordinance violation in connection with the Premises and that there is pending no rezoning, reassessment or special assessment proceeding affecting the Premises.

ARTICLE III

REPRESENTATIONS AND OTHER OBLIGATIONS

Section 3.1. Authority. Each of the Parties represents and warrants, as of the date of execution of this Agreement and as of the Closing (i) that it or they have legal right, power and authority to execute and fully perform its or their obligations under this Agreement and (ii) that the persons executing this Agreement and other related documents required hereunder are authorized to do so. The representations and warranties given by each of the Parties in this Section 3.1 shall survive the Closing.

Section 3.2. Casualty and Condemnation. If, prior to the closing, all or any portion of the Premises is damaged by fire or other natural casualty (collectively "**Damage**"), or is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings (collectively "**Condemnation**"), then the following procedures shall apply:

(a) If the aggregate cost of repair or replacement of the Damage (collectively, "**Repair and/or Replacement**") is \$25,000 or less, Buyer shall close and take the Property as diminished by such events, subject to a reduction in the Purchase Price applied against the balance of the purchase price otherwise due at the Closing in the full amount of the Repair and/or Replacement. Any casualty insurance shall be the sole property of Seller.

(b) If the aggregate cost of Repair and/or Replacement is greater than \$25,000 or in the event of a Condemnation, then Buyer, at its sole option, may elect either to (1) terminate this Contract by written notice to Seller, in which event Buyer shall be entitled to a return of the Earnest Money; or (2) proceed to close subject to (i) a reduction on the Purchase Price of \$25,000, applied against the balance of the purchase price otherwise due at the Closing; together with (ii) an assignment of the proceeds of Seller's casualty insurance for all Damage (or condemnation awards for any Condemnation) in excess of \$25,000. In such event, Seller shall fully cooperate with Buyer in the adjustment and settlement of the insurance claim.

(c) In the event of a dispute between Seller and Buyer with respect to the cost of Repair and/or Replacement in connection with the matters set forth in this Section, Seller and Buyer shall select an independent engineer licensed to practice in Champaign County, Illinois, who shall resolve such dispute. All fees, costs and expenses of such licensed engineer so selected shall be shared equally by Seller and Buyer.

ARTICLE IV

DEFAULT

Section 4.1. Default. The failure of either of the Parties to timely perform any obligation or condition contained in this Agreement shall constitute a “**Default**” under this Agreement.

Section 4.2. Remedies. Upon the occurrence of a Default, the party claiming the Default (the “**Non-Defaulting Party**”) may serve written notice of the Default upon the other party (the “**Defaulting Party**”), and if such Default is not corrected within ten (10) calendar days of the date of such notice, the Non-Defaulting Party may take one or more of the following actions: elect to treat this Agreement as cancelled and of no further force and effect; maintain a claim for monetary damages for breach of contract; maintain an action for specific performance; or maintain any other or different action or combination thereof as allowed by law.

Section 4.3. Non-Exclusive Remedies. The remedies set forth in Section 4.2 above in the event of a Default are not intended to be exclusive and the Parties shall have the right to all other lawful remedies, including specific performance.

Section 4.4. Costs or Expenses and Fees. If the Non-Defaulting Party prevails in any litigation to enforce any provision of this Agreement, the Defaulting Party shall pay all of the Non-Defaulting Party’s charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party’s obligations under this Agreement.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Entire Agreement and Amendments. This Agreement (together with Exhibit A, inclusive, which is attached hereto and made a part hereof) is the entire agreement between Seller and Buyer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, and may not be modified or amended except by a written instrument executed by both of the Parties.

Section 5.2. Construction. The captions and headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

Section 5.3. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either of the Parties, nor shall any provision give any third parties any rights of subrogation or action over or against either of the Parties. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 5.4. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Section 5.5. Time of the Essence. Time is of the essence of this Agreement; including, without limitation, all time deadlines for satisfying conditions and the Closing on or before the Closing Date.

Section 5.6. Waiver. Each of the Parties to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 5.7. Notices and Communications. All notices, demands, requests or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, (b) personally delivered, or (c) sent by a nationally recognized overnight courier, delivery charge prepaid, in each case, to Seller and Buyer at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

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

- (ii) In the case of Buyer, to:
Matt Caldwell
817 Westlin Court
Rantoul, IL 61866
Tel: (217) 202-5635

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

Section 5.8. Assignment. Neither of the Parties shall sell, assign or otherwise transfer any of their rights and obligations under this Agreement to any other party.

Section 5.9. Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respectively authorized successors, assigns and legal representatives.

Section 5.10. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either Seller or Buyer shall be construed by either Seller or Buyer or any third party to create the relationship of a partnership, agency, or joint venture between or among Seller and Buyer.

Section 5.11. Illinois Law; Venue. This Agreement shall be construed and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by either of the Parties to enforce any of the provisions of this Agreement, the venue for any such action or proceeding shall be in Champaign County, Illinois.

Section 5.12. Construction of Agreement. This Agreement has been jointly negotiated by the Parties and shall not be construed against either one of them because that party may have primarily assumed responsibility for preparation of this Agreement.

IN WITNESS WHEREOF, Buyer has caused this Agreement to be executed by him individually and the Seller has caused this Agreement to be executed by its duly authorized Mayor and Village Clerk, as of each of the dates set forth below.

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

By: _____
Village President

ATTEST:

By: _____
Village Clerk

Date: _____

MATT CALDWELL, AS BUYER

Date: _____

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

EXHIBIT A

Plat of Lot 1

