



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

December 3, 2019

6:00 pm

Order of Business

Board Packet Page(s)

1. Call to Order – Mayor Smith
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.
4. Items from the Mayor
5. Items from Trustees
6. Items from the Clerk
 - A) Minutes from Regular Study Session, [November 5, 2019](#)
 - B) Minutes from Regular Board Meeting, [November 12, 2019](#)
 - C) 2020 [Meeting schedule](#)

Note: All minutes are drafts until approved at the December 10, 2019 Board Meeting. The Village is required to post the approved minutes on their web site within 30 days of approval.

7. Items from Public works
 - A) Presentation on [Utility Rate Study](#) by Mark Beauchamp, Utility Financial Solutions
 - B) [Sale of Parcels](#) E1 & E2
8. Items from Police
 - A) OSF Pro [Ambulance Contract](#)
9. Items from Planning and Zoning
 - A) [Zoning change](#) for Taco Bell property
10. Items from the Administrator
 - A) Review of vacant lot list
 - B) Agenda planning – discussion of future items

11. Items from Comptroller
 - A) Audit Presentation
 - B) Approval of Bills and Monthly Financial Reports
12. Items from Community Development
 - A) Update on Central Illinois Landbank Authority
13. Items from Counsel
14. Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 5, to consider the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired
15. Adjournment

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.

**Rantoul Village Board of Trustees
Regular Study Session
November 5, 2019
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 Hall, Gamel, Wilkerson, Wilson, Johnson, & Workman – 7.

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; Jake McCoy Assistant Director of Public Works; Ken Turner, Community Development; Chris Millikin, Urban Planner; Ken Beth, Village Attorney; Amanda Reiss, Attorney and Mike Graham Clerk.

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

Alyx McFresh, Champaign-Urbana Public Health District presented a factual summary of the Public Health hazards of Vaping.

Jane DeLuce, Visit Champaign County made her annual presentation to the Rantoul Village Board about the activities of the Visit Champaign County Organization and the future goal of Visit Champaign County.

Public Participation

Loise Haines spoke about the derogatory comments about her business building (The Hewardine Building) contained in a recent Micro Loan Application and her displeasure with being compared to the Hallmark Building in down town Rantoul.

Items from the Mayor

Appointment of Kevin Modglin to the Planning and Zoning Commission.

Items from Trustees

NONE.

Items from the Clerk

- Minutes of Regular Study Session, [October 1, 2019](#).
- Minutes from Regular Board Meeting, [October 8, 2019](#).

Items from the Administrator

- [Ordinance No. 2631](#) prohibiting Cannabis business establishments.
- Land purchase.
- Exchange of Real Property.
- Update on the Rantoul Village vacant lot Ordinance.
- Recommendation on Micro Loan request form [Civil Banshee](#) - \$40,000.
- Recommendation to change [Pentecostal Church](#) request from an EDA Loan to a Micro Loan Program.

“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 12, 2019.”

- Purchase of [Chlorine from](#) Spear Corporation - \$24,087.00.
- [Resolution No. 11-19-1295](#) for Tax Levy.
- [Ordinance No. 2624 Tax Levy](#).
- [Ordinance No. 2625](#) Abating Taxes on General Obligation Refunding Bonds, Series 2012A.
- [Ordinance No. 2526](#) Abating Taxes on General Obligation Bonds, Series 2013A.
- [Ordinance No. 2527](#) Abating Taxes on General Obligation Refunding Bonds, Series 2015.
- [Ordinance No. 2528](#) Abating Taxes on General Obligation Refunding Bonds, Series 2016.
- [Ordinance No. 2529](#) Abating Taxes on General Obligation Bonds, Series 2017.
- [Ordinance No. 2530](#) Abating Taxes on General Obligation Refunding Bonds, Series 2019.
- Approval of Bills and Monthly Financial Reports.
- [MFT Resolution 11-19-1291](#) – 2020 annual [Street Maintenance](#) - \$225,000.00.
- [MFT Resolution No. 11-19-1292](#) – Final Phase I of [Shared Use Path](#) - \$21,000.00
- [MFT Resolution No. 11-19-1293](#) – Supplemental for the [Clark Street](#) Resurfacing Project - \$6,485.75.
- Purchase of [bulk road salt](#) through the Illinois Department of Central Management Services - \$42,037.50.
- Purchase of electric equipment to support load growth at [Rantoul Food](#) - \$116,392.30.
- Engineering [Services Agreement](#) with Reifsteck Reid for design of roof replacements at four Public Work facilities - \$97,300.00
- [Resolution No. 11-19-1294](#) for USEPA [Brownfield Assessment Grant](#) Submittal.

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

MEETING ADJOURNED AT 8:00 P.M

Mike Graham
Village Clerk

APPROVED December 10, 2019

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 5, 2019, as the same appears on the records of the Village now in my custody and keeping.

Mike Graham
Village Clerk

**Regular Board Meeting
November 12, 2019**

**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 Smith called the proceeding to order.

Invocation & Pledge of Allegiance

The Invocation was given by Pastor David Allison, Church of the Nazarene, Rantoul, Illinois, opening the meeting with a prayer. Following the invocation, Trustee Johnson 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, Wilkerson, Wilson, Johnson and Workman - 7.

The following representatives of Village Departments were also present: Scott Eisenhauer, Administrator; Luke Humphrey, Recreation Department; Ken Waters, Fire Chief; Tony Brown, Police Chief; Ken Turner, Community Development Director; Greg Hazel, Director of Public Works; Jake McCoy, Assistant Public Works Director; Ken Beth, Village Attorney; and Elected Village Clerk Mike Graham.

Approval of Agenda

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

Recognition of Retirement of Kathy Kohl, Rantoul Police Department. Kathy Kohl will be retiring through the IMRF Retirement Fund and this is provided to the Rantoul Village Board for information only, pursuant to PA-0696. This does not require any action by the Village Board of Trustees on November 12, 2019.

Presentation by Ed Wojcicki, Executive Director of IACP recognizing Chief of Police Anthony Brown for receiving his Police Chief Certification.

Public Participation

NONE

“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 Consent Agenda. Trustee Workman moved for approval and Trustee Johnson seconded the motion.

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

Motion to approve Micro Loan to [Civil Banshee](#) in the amount of \$40,000.00 for five years at 2% rate of interest. Trustee Hall moved for approval and Trustee Workman seconded the motion.

The Clerk Called the Roll:

YEAS: HALL, GAMEL, WILSON, & WORKMAN – 4.
NAYS: WILKERSON, & JOHNSON - 2.
ABSENT: NONE - 0.

The Motion carried by a vote of **4 – 2**.

Motion to authorizing and approving changing the \$250,000.00 United [Pentecostal Church](#) EDA Loan to a Micro Loan, the EDA Loan was approved on July 9, 2019. Trustee Gamel moved for approval and Trustee Wilkerson seconded the motion.

The Clerk Called the Roll:

YEAS: HALL, GAMEL, WILKERSON, WILSON & WORKMAN - 5.
NAYS: JOHNSON - 1.
ABSENT: NONE - 0.

The Motion carried by a vote of **5 – 1**.

Motions to authorize and approve [purchase of chlorine](#) for aquatic center from Spear Corporation in the amount of \$24,087.00. Trustee Wilson moved for approval and Trustee Hall seconded the motion.

Motion to authorize and approve purchase of [bulk rock salt](#) through the Illinois Department of Central Management Services - \$42,037.50. Trustee Johnson moved of approval and Trustee Hall seconded the motion.

Motion to authorize and approve purchase of electric equipment to support growth at [Rantoul Food](#) - \$116,392.30. Trustee Wilson moved for approval and Trustee Workman seconded the motion.

Motion to authorize and approve professional [service agreement](#) with Reifsteck Reid for design, development and construction services for replacing roofing systems at four Village facilities - \$97,300.00. Trustee Johnson moved for approval and Trustee Workman seconded the motion.

Motion to pass [Resolution No. 11-19-1295](#), A RESOLUTION DETERMINING THE AMOUNTS OF MONEY NECESSARY TO BE RAISED BY THE TAX LEVEY FOR THE 2019 TAX LEVY YEAR PURSUANT TO THE TRUTH AND TAXATION LAW. Trustee Johnson moved for approval and Trustee Hall seconded the motion

Motion to pass [Ordinance No. 2624](#), AN ORDINANCE LEVYING TAXES FOR THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, FOR THE [2019 TAX LEVY](#) YEAR. Trustee Wilkerson moved for approval and Trustee Wilson seconded the motion.

MOTION TO PASS ORDINANCES AUTHORIZING THE ABATEMENT OF TAX LEVY FOR THE 2019 TAX LEVY YEAR. Trustee Wilkerson moved for approval and Trustee Workman seconded the motion.

- A.) [Ordinance No. 2625](#), AN ORDINANCE AUTHORIZING THE REDUCTION BY ABATEMENT OF TAX LEVY FOR THE 2019 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.
- B.) [Ordinance No. 2626](#), AN ORDINANCE AUTHORIZING ABATEMENT OF THE TAX LEVY FOR THE 2019 TAX LEVY YEAR FOR THE GENERAL OBLIGATION BONDS, 2013A, OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2358.
- C.) [Ordinance No. 2627](#), AN ORDINANCE AUTHORIZING ABATEMENT OF THE TAX LEVY FOR THE 2019 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.
- D.) [Ordinance No. 2628](#), AND ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2019 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.
- E.) [Ordinance No. 2629](#), AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2019 TAX LEVY YEAR FOR TAXABLE GENERAL OBLIGATION BONDS, SERIES 2017, OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2523.

F.) [Ordinance No 2630](#), AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR 2019 TAX LEVY YEAR FOR THE TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019, OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2617,

Motion to pass [Ordinance No. 2631](#), AND ORDINANCE AMENDING CHAPTER 20 OF THE CODE OF ORDINANCES OF THE VILLAGE OF RANTOUL BY THE ADDITION OF ARTICLE XII, PROHIBITING CANNABIS BUSINESS ESTABLISHMENTS. Trustee Wilson moved for approval and Trustee Hall seconded the motion.

The Clerk called the Roll:

YEAS: WILKERSON, WILSON, JOHNSON & WORKMAN – 4.
NAYS: HALL, & GAMEL – 2.
ABSENT: NONE – 0.

The Motion carried by a vote of **4 – 2**.

Motion to pass [Resolution No. 11-19-1291](#), A RESOLUTION FOR THE MAINTENANCE UNDER THE ILLINOIS HIGHWAY CODE FOR 2020 ANNUAL [STREET MAINTENANCE](#) ALLOCATION IN THE AMOUNT OF \$225,000.00. Trustee Hall moved for approval and Trustee Wilkerson seconded the motion.

Motion to pass [Resolution No. 11-19-1292](#), A RESOLUTION FOR THE IMPROVEMENT UNDER THE ILLINOIS HIGHWAY CODE FOR THE FINAL [SHARED USE PATH](#) FUND ALLOCATION – PHASE 1 IN THE AMOUNT OF \$21,000.00. Trustee moved Wilkerson for approval and Trustee Workman seconded the motion.

Motion to pass [Resolution No. 11-19-1293](#), A RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY CODE FOR CLARK [STREET RESURFACING](#) PROJECT IN THE AMOUNT OF \$6,485.75. Trustee Hall moved for approval and Trustee Wilkerson seconded the motion.

Motion to pass [Resolution No. 11-19-1294](#), A RESOLUTION AUTHORIZING APPLICATION TO UNITED STATES ENVIRONMENTAL PROTECTION AGENCY [BROWNFIELDS ASSESSMENT GRANT](#) PROGRAM (FY 2020). Trustee Gamel moved for approval and Trustee Hall seconded the motion.

Trustee Wilkerson moved to adjourn the meeting and Trustee Wilson seconded the motion.

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

Meeting Adjourned: 6:38 P.M.

Mike Graham
Village Clerk

Approved December 10, 2019

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 12, 2019 as the same appears on the records of the Village now in my custody and keeping.

Mike Graham, Village Clerk

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

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

ITEM: Meeting Schedule for 2020	DEPARTMENT: Clerk
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: November 20, 2019

SUMMARY HIGHLIGHTS:

The following is the proposed meeting schedule for 2020.

Study Session

Board Meeting

January 7, 2020
 February 4, 2020
 March 3, 2020
 April 7, 2020
 May 5, 2020
 June 2, 2020
 July 7, 2020
 August 4, 2020
 September 1, 2020
 October 6, 2020
 November 3, 2020
 December 1, 2020

January 14, 2020
 February 11, 2020
 March 10, 2020
 April 14, 2020
 May 12, 2020
 June 9, 2020
 July 14, 2020
 August 11, 2020
 September 8, 2020
 October 13, 2020
 November 10, 2020
 December 8, 2020

RECOMMENDED ACTION: Approve and adopt schedule

DEPARTMENT HEAD APPROVAL

VILLAGE ADMINISTRATOR

[Handwritten Signature]
 11/21/19

Scott Eisenhauer

AGENDA PAGE NUMBER:

Agenda Deadlines For 2020

Study Session Agenda Items Noon	Agendas Printed 1:00 pm	Study Session 6:00 pm	Board Meeting 6:00 pm
January 2 nd	January 3 rd	January 7 th	January 14 th
January 29 th	January 31 st	February 4 th	February 11 th
February 26 th	February 28 th	March 3 rd	March 10 th
April 1 st	April 3 rd	April 7 th	April 14 th
April 29 th	May 1 st	May 5 th	May 12 th
May 27 th	May 29 th	June 2 nd	June 9 th
June 30 th	July 2 nd	July 7 th	July 14 th
July 29 th	July 31 st	August 4 th	August 11 th
August 26 th	August 28 th	September 1 st	September 8 th
September 30 th	October 2 nd	October 6 th	October 13 th
October 28 th	October 30 th	November 3 rd	November 10 th
November 23 rd	November 25 th	December 1 st	December 8 th
January 5 th	January 7 th	January 11 th	January 19 th

c:\wp\Agendas\ Deadlines\2020

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

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

ITEM: Village of Rantoul Utility Rate Design	DEPARTMENT: Public Works
---	---------------------------------

AGENDA SECTION:	PROJECT AMOUNT:
------------------------	------------------------

ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: November 14, 2019
--	--------------------------------

SUMMARY HIGHLIGHTS:

This Agenda item provides for the consideration of the Utility Financial Solutions’ (UFS) cost of service review for the Village’s four (4) utility services. UFS was enlisted in 2018 to evaluate the utilities’ financial positions and the outlook of anticipated Village utility costs; and to recommend any modifications or reallocations which might be necessary. This type of review is typically conducted every three (3) to five (5) years.

Mr. Mark Beauchamp has performed various utility cost of service studies for the Village and presented his initial findings at the special Board Meeting of June 25, 2019. The attached rate design summarizes the final recommendations, which are consistent with and reflect the guidance provided during the June discussions for the natural gas, water, and waste water services. Only the electric rate design has changed, as it is now proposed to be revenue neutral (*no overall increase*). It is recommended that the electric fund be reevaluated in two (2) years.

Mr. Beauchamp will join us via WebEx/Conference call during the December Study Session to offer a brief overview and answer any questions. In conjunction with the new fiscal year, it is proposed that the new rate schedules become effective on May 1, 2020.

RECOMMENDED ACTION: Authorize the approval of the Utility Financial Solutions’ (UFS) recommendation updating the Village’s natural gas, water, waste water and electric rate schedules effective May 1, 2020.

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

AGENDA PAGE NUMBER:



NOTICE OF SPECIAL MEETING
PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF RANTOUL, ILLINOIS

To: Members of the Public
News Media
Rantoul Village Board of Trustees

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that there will be a Special Meeting of the President and Board of Trustees of the Village of Rantoul, Illinois, in the Board Room of the Village of Rantoul Municipal Building, 333 S. Tanner Street, Rantoul, IL, on **Tuesday, June 25, 2019 at 6:00 PM.**

The Order of Business for the Special Meeting shall be as follows:

- 1) Call to Order & Roll Call
- 2) Public Participation
- 3) Discussion of Utility Rate Study Plan
- 4) Adjournment

CHARLES SMITH, VILLAGE PRESIDENT

April 13, 2018

DATE

*****CERTIFICATION OF POSTING IN ACCORDANCE WITH THE OPEN MEETINGS ACT*****

I, MIKE GRAHAM, as duly qualified and Clerk of the Village of Rantoul, Champaign County, Illinois, do hereby certify that true and correct copies of the foregoing Notice of Special Meeting and Agenda have been posted in a clearly visible location in the public lobby of the Rantoul Municipal Building, 333 S. Tanner Street, Rantoul, Illinois, same being the principal office of the Village of Rantoul, Illinois, on the date and at the time specified below.

I do further certify that copies of the foregoing Notice of Special Meeting and Agenda have been emailed to each of the Trustees of the Rantoul Village Board and to the local News Media which have filed annual requests for such notices, on the date and at the time specified below.

POSTED: June 14, 2019 at 1:00 P.M.

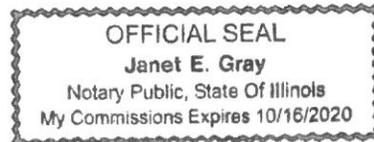
EMAILED: June 14, 2019 at 1:00 P.M.

MIKE GRAHAM, VILLAGE CLERK

SUBSCRIBED AND SWORN to before me this

13 day of June, 2019

NOTARY PUBLIC



**Rantoul Village Board of Trustees
Special Board Meeting
June 25, 2019**

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

Roll Call

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

Mayor Smith and Trustees, Hall, Gamel, Wilson, Johnson and Workman - 6.

Public Participation

Mark Beauchamp from Utility Financial Services presented a power point presentation with respect to his Cost of Service Study for the Electric Fund, Gas Fund, Water Fund and Wastewater Fund. Mr. Beauchamp reflected his recommended rate increases for the five year period of 2020 – 2024, in all of the respective Funds, which if enacted by the Rantoul Village Board of Trustees would become effective on May 1, 2020 the beginning of FY 2020 – 2021 year. The Trustees asked a number of questions as the presentation unfolded.

Trustee Wilson moved to adjourn the Special Meeting of the Village of Rantoul Board of Trustees and Trustee Hall seconded the motion.

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

MEETING ADJOURNED AT 7:39 P.M.

Approved July 16, 2019

Charles Smith
Village President

ATTEST:

Mike Graham
Village Clerk

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the forgoing minutes are a true and correct copy of the Special Meeting of the Board of Trustees held June 25, 2019 as the same appears on the records of the Village now in my custody and keeping.

Mike Graham, Village Clerk

The Village of Rantoul
Utility Rate Design

10/23/2019

Utility Financial Solutions, LLC
185 Sun Meadow Court
Holland, MI 49424
608 230 5849

Email: mjohnson@utilityfinancialsolutions.com

Submitted Respectfully by:
Mark Beauchamp
President, Utility Financial Solutions



The Village of Rantoul
Utility Rate Design
Table of Contents

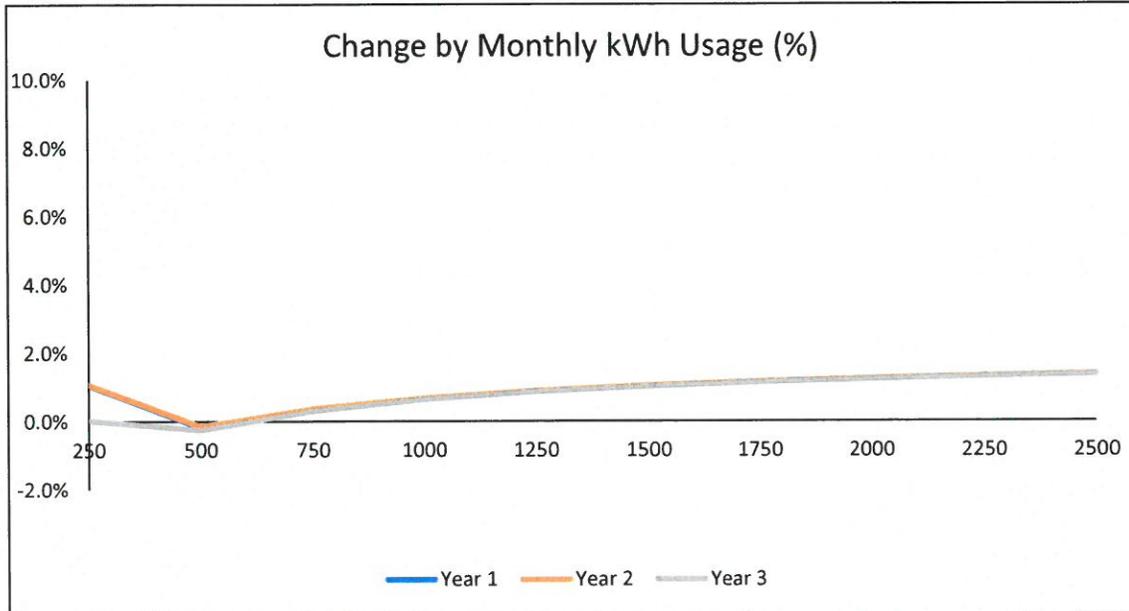
	Page
Rate Design Summary	3
Residential All Electric	4
Residential	5
Commercial	6
Village	7
Industrial	8
Monthly Lamp Charges	9
Water Rate Design	10
Wastewater Rate Design	11
Gas Rate Design Summary	12
Residential Gas Service -GR1	13
Commercial Gas Service -GC1	14
Industrial Gas Service -GI1	15
Village -GV	16

The Village of Rantoul
 Utility Rate Design
 Electric Rate Design Summary

Customer Class	Projected Revenues Under Current Rates	Projected			Projected			Projected		
		Revenues Under Proposed Rates	Year 1	Year 2	Year 3	Revenues Under Proposed Rates	Year 1	Year 2	Year 3	Change Year 1
Residential All Electric	\$ 140,039	\$ 140,096	\$ 140,201	\$ 140,413	\$ 140,096	\$ 140,201	\$ 140,413	0.04%	0.08%	0.15%
Residential	5,973,238	5,937,963	5,904,702	5,883,944	5,937,963	5,904,702	5,883,944	-0.59%	-0.56%	-0.35%
Commercial	1,519,271	1,505,830	1,492,524	1,479,351	1,505,830	1,492,524	1,479,351	-0.88%	-0.88%	-0.88%
Village	1,022,541	1,041,844	1,061,533	1,081,615	1,041,844	1,061,533	1,081,615	1.89%	1.89%	1.89%
Industrial	9,236,459	9,247,169	9,259,379	9,273,511	9,247,169	9,259,379	9,273,511	0.12%	0.13%	0.15%
Monthly Lamp Charges	316,310	316,310	316,310	316,310	316,310	316,310	316,310	0.00%	0.00%	0.00%
Totals	\$ 18,207,857	\$ 18,189,212	\$ 18,174,649	\$ 18,175,145	\$ 18,189,212	\$ 18,174,649	\$ 18,175,145	-0.10%	-0.08%	0.00%

The Village of Rantoul
Electric Rate Design
 Residential All Electric

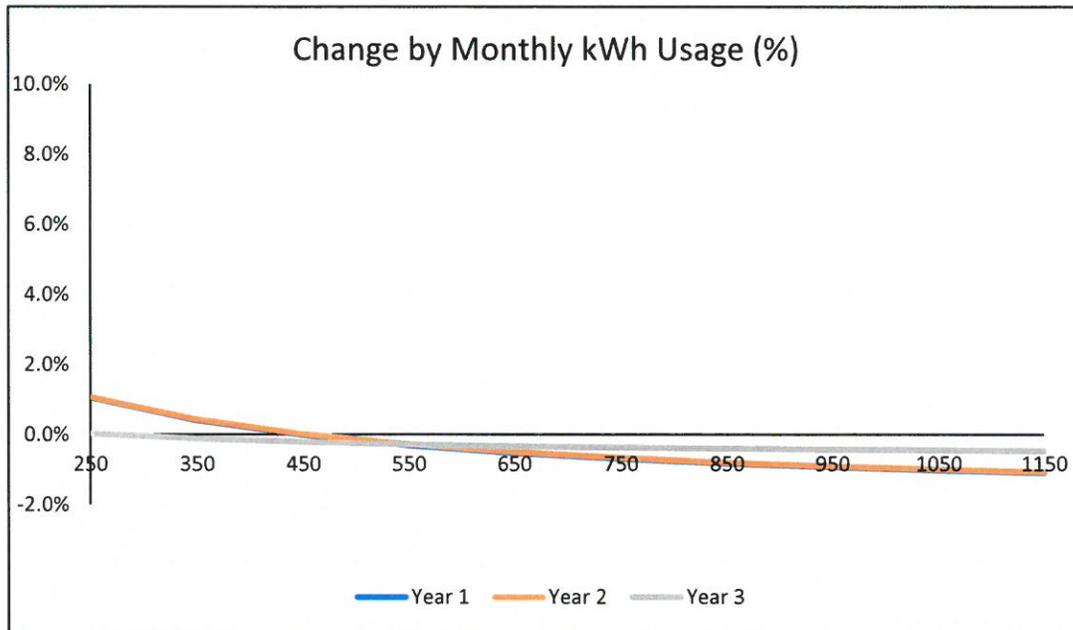
Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge:				
All Customers	\$ 12.70	\$ 13.70	\$ 14.70	\$ 14.90
Energy Charge:				
Winter				
Block 1 (0 - 500 kWh)	\$ 0.11238	\$ 0.11013	\$ 0.10793	\$ 0.10717
Block 2 (Excess)	\$ 0.08895	\$ 0.09073	\$ 0.09254	\$ 0.09439
Summer				
Block 1 (0 - 500 kWh)	\$ 0.12750	\$ 0.12495	\$ 0.12245	\$ 0.12159
Block 2 (Excess)	\$ 0.12750	\$ 0.12495	\$ 0.12245	\$ 0.12159
Revenue from Rate	\$ 140,039	\$ 140,096	\$ 140,201	\$ 140,413
Change from Previous		0.0%	0.1%	0.2%



\$ Change by Usage Level	Year 1	Year 2	Year 3
250	\$ 0.44	\$ 0.45	\$ 0.01
500	\$ (0.12)	\$ (0.10)	\$ (0.18)
750	\$ 0.32	\$ 0.35	\$ 0.28
1000	\$ 0.77	\$ 0.81	\$ 0.75
1250	\$ 1.21	\$ 1.26	\$ 1.21
1500	\$ 1.66	\$ 1.71	\$ 1.67
1750	\$ 2.10	\$ 2.17	\$ 2.14
2000	\$ 2.54	\$ 2.62	\$ 2.60
2250	\$ 2.99	\$ 3.07	\$ 3.06
2500	\$ 3.43	\$ 3.53	\$ 3.52

The Village of Rantoul
Electric Rate Design
 Residential

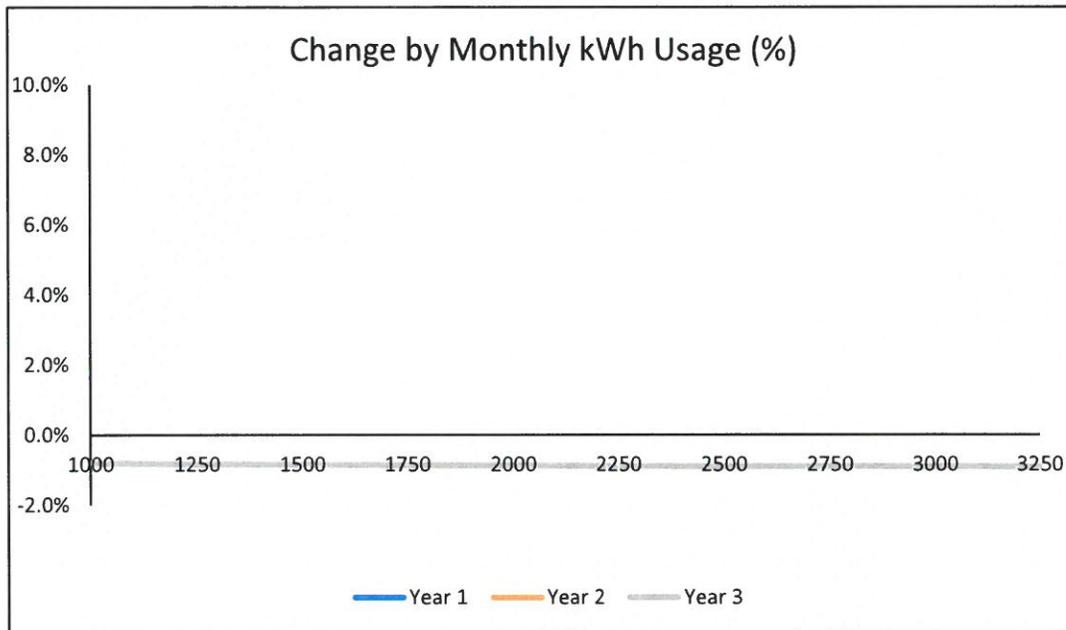
Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge:				
All Customers	\$ 12.70	\$ 13.70	\$ 14.70	\$ 14.90
Energy Charge:				
Winter	\$ 0.11238	\$ 0.11013	\$ 0.10793	\$ 0.10717
Summer	\$ 0.12750	\$ 0.12495	\$ 0.12245	\$ 0.12159
Revenue from Rate	\$ 5,973,238	\$ 5,937,963	\$ 5,904,702	\$ 5,883,944
Change from Previous		-0.6%	-0.6%	-0.4%



\$ Change by Usage Level	Year 1	Year 2	Year 3
250	\$ 0.44	\$ 0.45	\$ 0.01
350	\$ 0.21	\$ 0.23	\$ (0.06)
450	\$ (0.01)	\$ 0.01	\$ (0.14)
550	\$ (0.24)	\$ (0.21)	\$ (0.22)
650	\$ (0.46)	\$ (0.43)	\$ (0.29)
750	\$ (0.69)	\$ (0.65)	\$ (0.37)
850	\$ (0.91)	\$ (0.87)	\$ (0.44)
950	\$ (1.14)	\$ (1.09)	\$ (0.52)
1050	\$ (1.36)	\$ (1.31)	\$ (0.59)
1150	\$ (1.58)	\$ (1.53)	\$ (0.67)

The Village of Rantoul
Electric Rate Design
Commercial

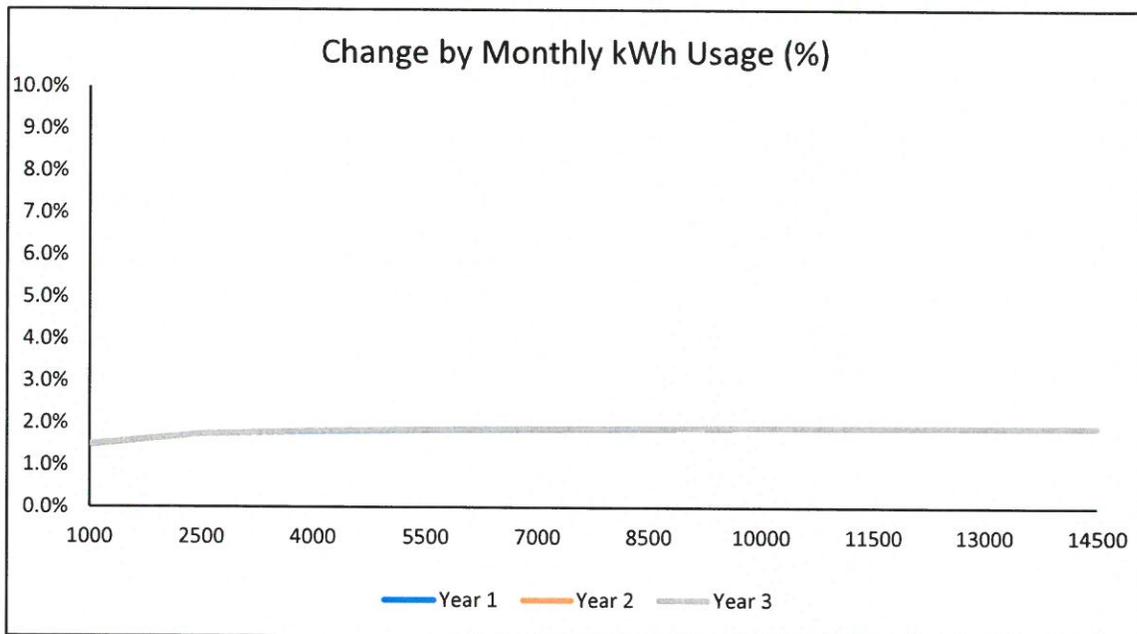
Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge:				
All Customers	\$ 28.50	\$ 28.50	\$ 28.50	\$ 28.50
Energy Charge:				
Winter	\$ 0.12789	\$ 0.12661	\$ 0.12534	\$ 0.12409
Summer	\$ 0.14700	\$ 0.14553	\$ 0.14407	\$ 0.14263
Revenue from Rate	\$ 1,519,271	\$ 1,505,830	\$ 1,492,524	\$ 1,479,351
Change from Previous		-0.9%	-0.9%	-0.9%



\$ Change by Usage Level	Year 1	Year 2	Year 3
1000	\$ (1.28)	\$ (1.27)	\$ (1.25)
1250	\$ (1.60)	\$ (1.58)	\$ (1.57)
1500	\$ (1.92)	\$ (1.90)	\$ (1.88)
1750	\$ (2.24)	\$ (2.22)	\$ (2.19)
2000	\$ (2.56)	\$ (2.53)	\$ (2.51)
2250	\$ (2.88)	\$ (2.85)	\$ (2.82)
2500	\$ (3.20)	\$ (3.17)	\$ (3.13)
2750	\$ (3.52)	\$ (3.48)	\$ (3.45)
3000	\$ (3.84)	\$ (3.80)	\$ (3.76)
3250	\$ (4.16)	\$ (4.11)	\$ (4.07)

The Village of Rantoul
Electric Rate Design
 Village

Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge:				
All Customers	\$ 33.50	\$ 33.50	\$ 33.50	\$ 33.50
Energy Charge:				
Winter	\$ 0.10370	\$ 0.10577	\$ 0.10789	\$ 0.11005
Summer	\$ 0.11892	\$ 0.12130	\$ 0.12372	\$ 0.12620
Revenue from Rate	\$ 1,022,541	\$ 1,041,844	\$ 1,061,533	\$ 1,081,615
Change from Previous		1.9%	1.9%	1.9%



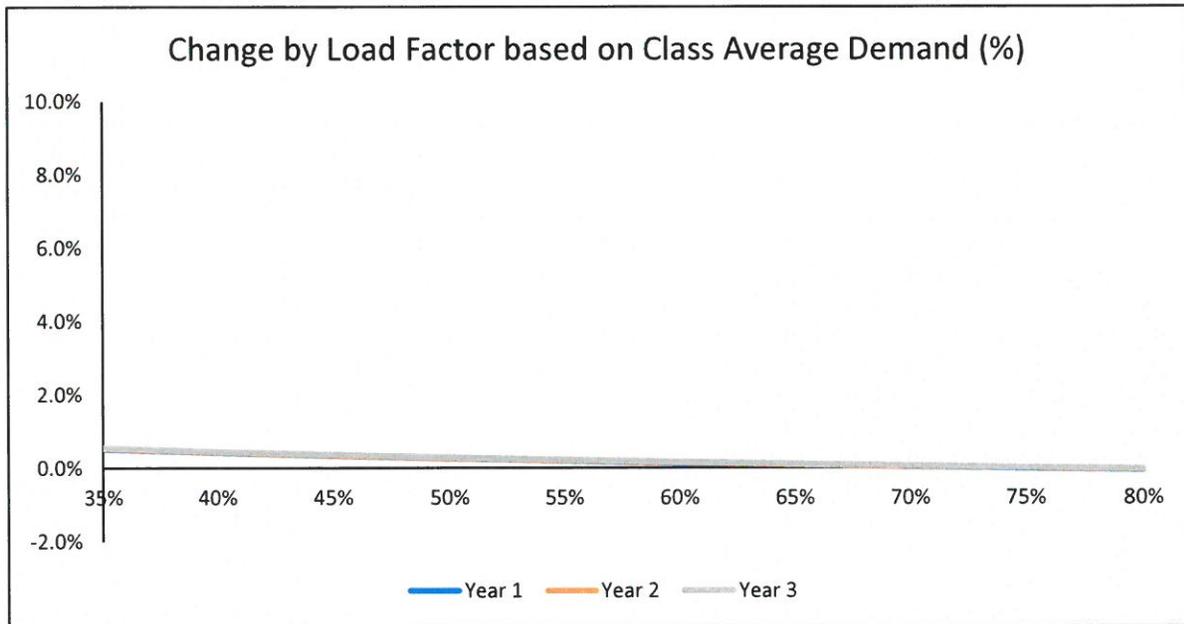
\$ Change by Usage Level	Year 1	Year 2	Year 3
1000	\$ 2.07	\$ 2.12	\$ 2.16
2500	\$ 5.19	\$ 5.29	\$ 5.39
4000	\$ 8.30	\$ 8.46	\$ 8.63
5500	\$ 11.41	\$ 11.64	\$ 11.87
7000	\$ 14.52	\$ 14.81	\$ 15.10
8500	\$ 17.63	\$ 17.98	\$ 18.34
10000	\$ 20.74	\$ 21.15	\$ 21.58
11500	\$ 23.85	\$ 24.33	\$ 24.81
13000	\$ 26.96	\$ 27.50	\$ 28.05
14500	\$ 30.07	\$ 30.67	\$ 31.29

The Village of Rantoul

Electric Rate Design

Industrial

Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge:				
Single Phase	\$ 125.00	\$ 130.00	\$ 130.00	\$ 130.00
Energy Charge:				
All Energy	\$ 0.06075	\$ 0.06014	\$ 0.05954	\$ 0.05895
Demand Charge				
Winter	\$ 16.05	\$ 16.37	\$ 16.70	\$ 17.03
Summer	\$ 16.30	\$ 16.63	\$ 16.96	\$ 17.30
Revenue from Rate	\$ 9,236,459	\$ 9,247,169	\$ 9,259,379	\$ 9,273,511
Change from Previous	-	0.1%	0.1%	0.2%

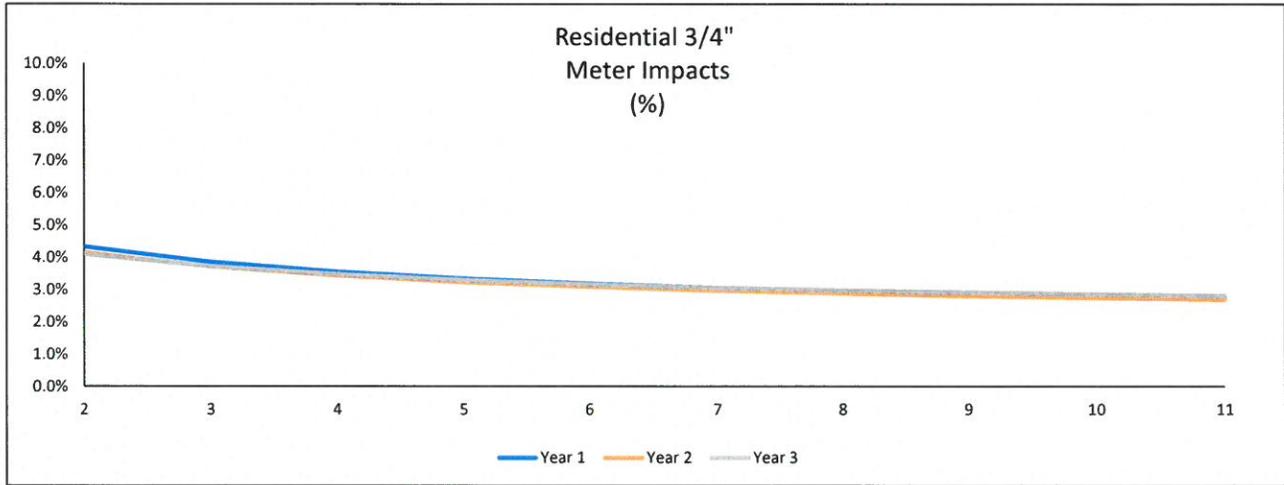


The Village of Rantoul
Electric Rate Design
 Monthly Lamp Charges

Rates	Current	Year 1	Year 2	Year 3
Area Lighting				
70W MV	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
175W MV	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50
400W MV	\$ 12.56	\$ 12.56	\$ 12.56	\$ 12.56
100W HPS	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50
150W HPS	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50
250W HPS	\$ 10.89	\$ 10.89	\$ 10.89	\$ 10.89
400W HPS	\$ 12.56	\$ 12.56	\$ 12.56	\$ 12.56
Directional Lighting				
400W MV	\$ 16.00	\$ 16.00	\$ 16.00	\$ 16.00
1000W MV	\$ 23.50	\$ 23.50	\$ 23.50	\$ 23.50
1500W MH	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
250W HPS	\$ 13.56	\$ 13.56	\$ 13.56	\$ 13.56
400W HPS	\$ 16.00	\$ 16.00	\$ 16.00	\$ 16.00
Revenue from Rate	\$ 316,310	\$ 316,310	\$ 316,310	\$ 316,310
Change from Previous		0.0%	0.0%	0.0%

**The Village of Rantoul
Water Rate Design**

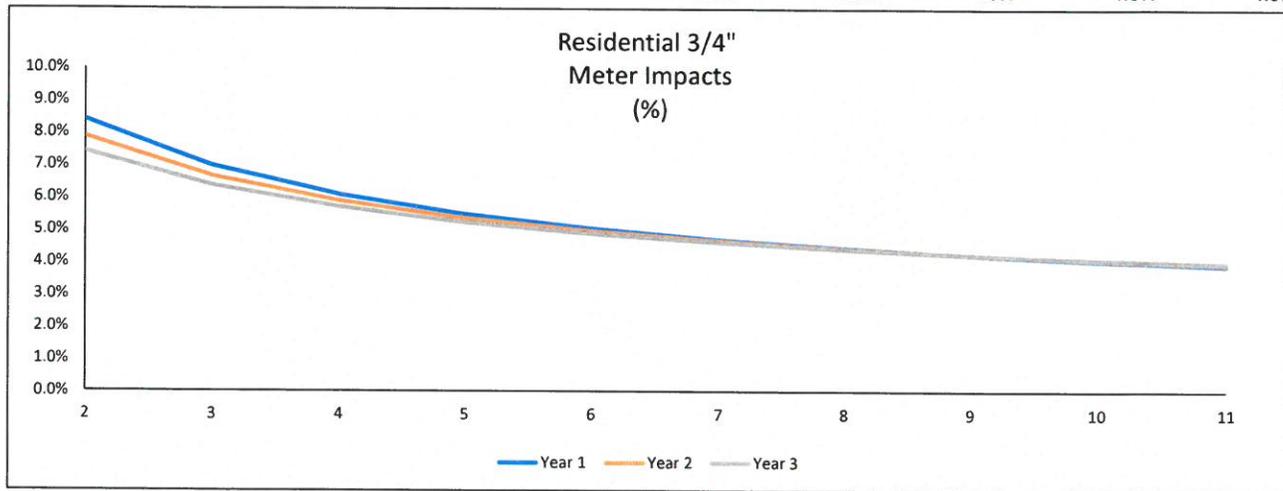
Rates	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Facilities Charge:						
Residential Customer Charge - .75"	\$ 7.25	\$ 7.75	\$ 8.25	\$ 8.75	\$ 9.25	\$ 9.75
Residential Customer Charge - .1"	\$ 7.25	\$ 9.75	\$ 12.25	\$ 14.75	\$ 17.25	\$ 19.69
Residential Customer Charge - .15"	\$ 7.25	\$ 13.25	\$ 19.25	\$ 25.25	\$ 31.25	\$ 33.20
Commercial Customer Charge - .75"	\$ 17.19	\$ 16.89	\$ 16.59	\$ 16.29	\$ 15.99	\$ 15.69
Commercial Customer Charge - 1"	\$ 17.19	\$ 17.69	\$ 18.19	\$ 18.69	\$ 19.19	\$ 19.69
Commercial Customer Charge - 1.5"	\$ 36.95	\$ 36.20	\$ 35.45	\$ 34.70	\$ 33.95	\$ 33.20
Commercial Customer Charge - 2"	\$ 64.15	\$ 67.15	\$ 70.15	\$ 73.15	\$ 76.15	\$ 79.15
Industrial Customer Charge - 3"	\$ 140.00	\$ 150.00	\$ 160.00	\$ 170.00	\$ 180.00	\$ 190.00
Industrial Customer Charge - 4"	\$ 247.43	\$ 292.43	\$ 337.43	\$ 382.43	\$ 427.43	\$ 472.43
Industrial Customer Charge - 6"	\$ 549.82	\$ 649.82	\$ 749.82	\$ 849.82	\$ 949.82	\$ 1,049.82
Village Customer Charge - Placed into appropriate meter size						\$ -
Volume Charge	\$ 4.23000	\$ 4.32000	\$ 4.41000	\$ 4.51000	\$ 4.61000	\$ 4.72000
Revenue from Rate	\$ 2,510,163	\$ 2,600,808	\$ 2,691,453	\$ 2,786,515	\$ 2,881,577	\$ 2,980,899
Change from Previous		3.6%	3.5%	3.5%	3.4%	3.4%



\$ Change by Usage Level	Year 1	Year 2	Year 3	Year 4	Year 5
2	\$ 0.68	\$ 0.68	\$ 0.70	\$ 0.70	\$ 0.72
3	\$ 0.77	\$ 0.77	\$ 0.80	\$ 0.80	\$ 0.83
4	\$ 0.86	\$ 0.86	\$ 0.90	\$ 0.90	\$ 0.94
5	\$ 0.95	\$ 0.95	\$ 1.00	\$ 1.00	\$ 1.05
6	\$ 1.04	\$ 1.04	\$ 1.10	\$ 1.10	\$ 1.16
7	\$ 1.13	\$ 1.13	\$ 1.20	\$ 1.20	\$ 1.27
8	\$ 1.22	\$ 1.22	\$ 1.30	\$ 1.30	\$ 1.38
9	\$ 1.31	\$ 1.31	\$ 1.40	\$ 1.40	\$ 1.49
10	\$ 1.40	\$ 1.40	\$ 1.50	\$ 1.50	\$ 1.60
11	\$ 1.49	\$ 1.49	\$ 1.60	\$ 1.60	\$ 1.71

**The Village of Rantoul
Wastewater Rate Design**

Rates	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Facilities Charge:						
Residential Customer Charge - .75"	\$ 6.10	\$ 7.20	\$ 8.30	\$ 9.40	\$ 10.50	\$ 11.60
Residential Customer Charge - .1"	\$ 6.10	\$ 9.10	\$ 12.10	\$ 15.10	\$ 18.10	\$ 19.34
Residential Customer Charge - .15"	\$ 6.10	\$ 13.10	\$ 20.10	\$ 27.10	\$ 34.10	\$ 38.68
Commercial Customer Charge - .75"	\$ 17.74	\$ 16.54	\$ 15.34	\$ 14.14	\$ 12.94	\$ 11.60
Commercial Customer Charge - 1"	\$ 17.74	\$ 18.06	\$ 18.38	\$ 18.70	\$ 19.02	\$ 19.34
Commercial Customer Charge - 1.5"	\$ 38.17	\$ 38.27	\$ 38.37	\$ 38.48	\$ 38.58	\$ 38.68
Commercial Customer Charge - 2"	\$ 66.30	\$ 65.30	\$ 64.30	\$ 63.30	\$ 62.30	\$ 61.30
Industrial Customer Charge - 3"	\$ 120.00	\$ 119.00	\$ 118.00	\$ 117.00	\$ 116.00	\$ 115.00
Industrial Customer Charge - 4"	\$ 225.00	\$ 219.00	\$ 213.00	\$ 207.00	\$ 201.00	\$ 195.00
Industrial Customer Charge - 6"	\$ 350.00	\$ 357.36	\$ 364.72	\$ 372.07	\$ 379.43	\$ 386.79
Village Customer Charge - Placed into appropriate meter size						
Volume Charge	\$ 4.80000	\$ 4.91000	\$ 5.03000	\$ 5.16000	\$ 5.30000	\$ 5.46000
Revenue from Rate	\$ 2,717,497	\$ 2,827,355	\$ 2,941,702	\$ 3,060,539	\$ 3,183,863	\$ 3,312,648
Change from Previous		4.0%	4.0%	4.0%	4.0%	4.0%



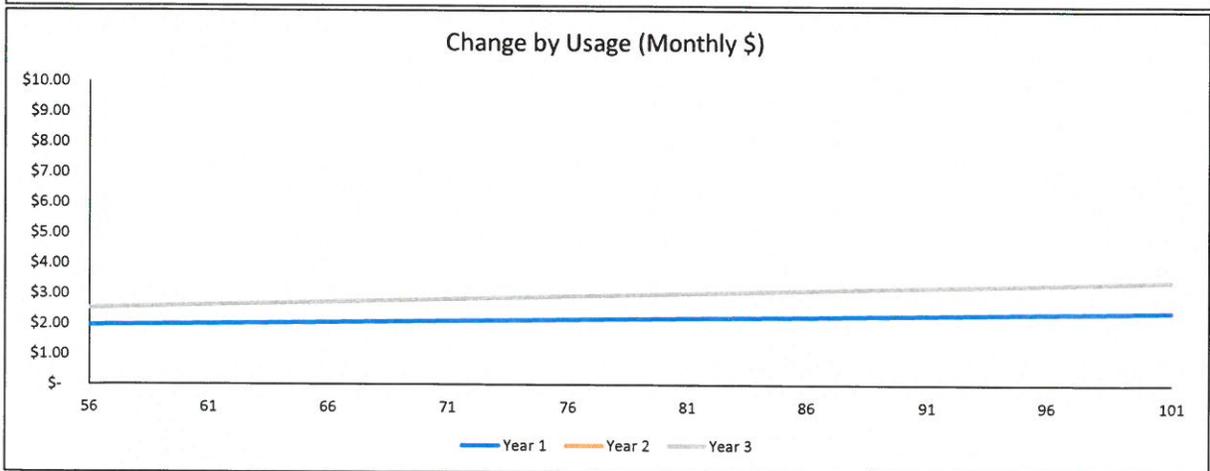
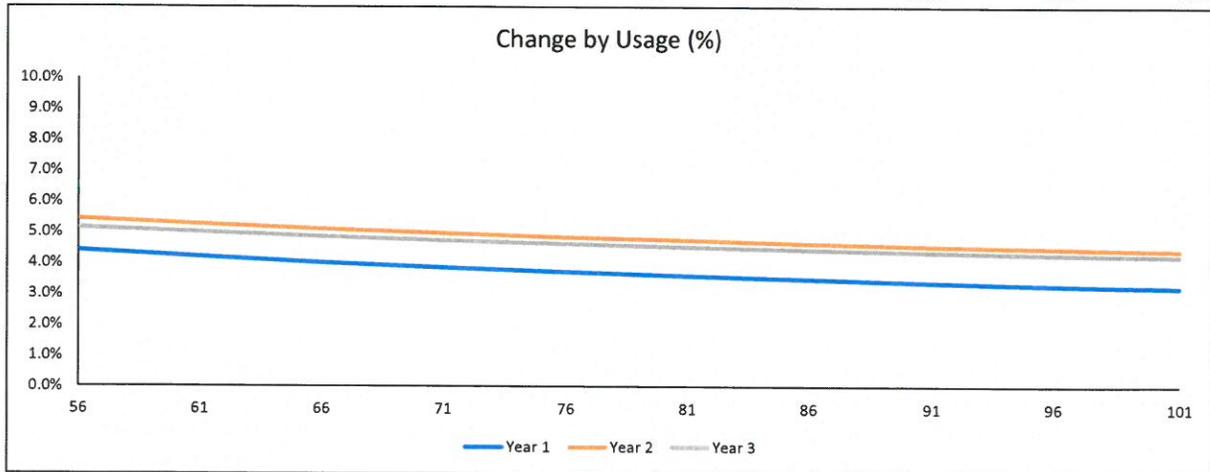
\$ Change by Usage Level	Year 1	Year 2	Year 3	Year 4	Year 5
2	\$ 1.32	\$ 1.34	\$ 1.36	\$ 1.38	\$ 1.42
3	\$ 1.43	\$ 1.46	\$ 1.49	\$ 1.52	\$ 1.58
4	\$ 1.54	\$ 1.58	\$ 1.62	\$ 1.66	\$ 1.74
5	\$ 1.65	\$ 1.70	\$ 1.75	\$ 1.80	\$ 1.90
6	\$ 1.76	\$ 1.82	\$ 1.88	\$ 1.94	\$ 2.06
7	\$ 1.87	\$ 1.94	\$ 2.01	\$ 2.08	\$ 2.22
8	\$ 1.98	\$ 2.06	\$ 2.14	\$ 2.22	\$ 2.38
9	\$ 2.09	\$ 2.18	\$ 2.27	\$ 2.36	\$ 2.54
10	\$ 2.20	\$ 2.30	\$ 2.40	\$ 2.50	\$ 2.70
11	\$ 2.31	\$ 2.42	\$ 2.53	\$ 2.64	\$ 2.86

The Village of Rantoul
 Utility Rate Design
 Gas Rate Design Summary

Customer Class	Projected Revenues Under Current Rates	Projected Revenues Under Proposed Rates					Projected Percentage Change				
		Year 1	Year 2	Year 3	Year 4	Year 5	Change Year 1	Change Year 2	Change Year 3	Change Year 4	Change Year 5
Residential	\$ 622,165	\$ 652,989	\$ 686,255	\$ 719,522	\$ 750,263	\$ 783,448	4.95%	5.09%	4.85%	4.27%	4.42%
Commercial Gas Service -GC1	106,901	109,622	112,805	115,988	119,247	122,967	2.55%	2.90%	2.82%	2.81%	3.12%
Industrial Gas Service -GI1	344,465	352,576	360,886	369,195	380,941	392,885	2.35%	2.36%	2.30%	3.18%	3.14%
Village -GV	107,042	109,046	111,364	113,682	116,874	120,380	1.87%	2.13%	2.08%	2.81%	3.00%
Totals	\$ 1,180,573	\$ 1,224,233	\$ 1,271,311	\$ 1,318,388	\$ 1,367,325	\$ 1,419,680	3.70%	3.85%	3.70%	3.71%	3.83%

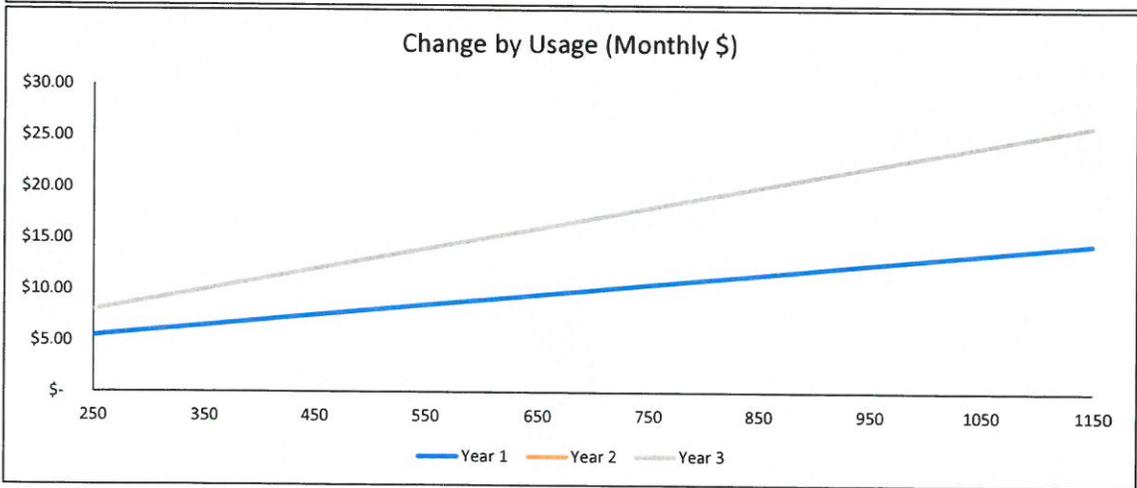
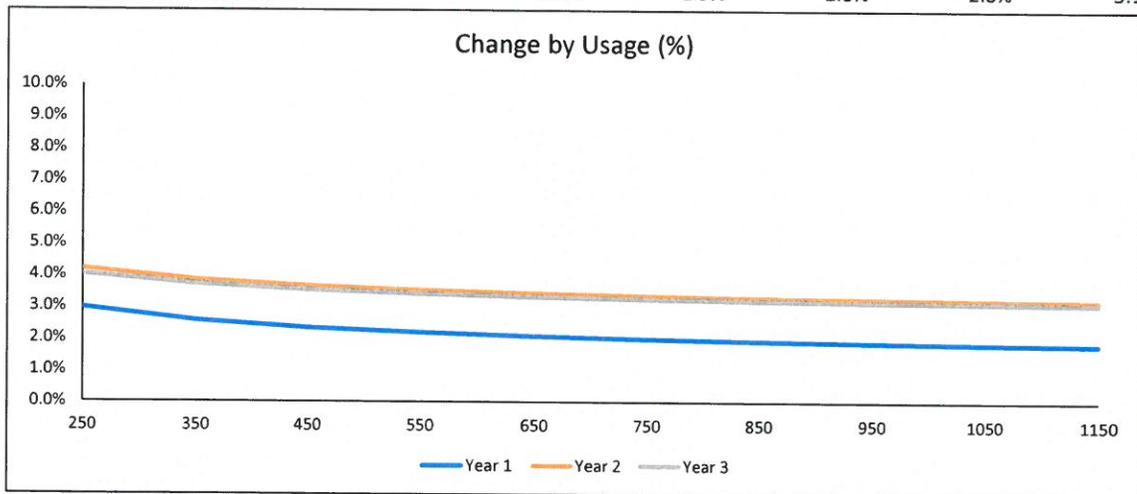
The Village of Rantoul
 Gas Rate Design
 Residential Gas Service -GR1

Rates	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Customer Charge:						
Residential Gas Service -GR1	\$ 6.40	\$ 7.80	\$ 9.20	\$ 10.60	\$ 11.60	\$ 12.60
Commercial Gas Service -GC1	15.50	18.50	21.50	24.50	25.50	26.50
Industrial Gas Service -GI1	54.00	69.00	84.00	99.00	114.00	129.00
Village -GV	15.50	16.50	17.50	18.50	19.50	20.50
Commodity						
Winter Block One	\$ 0.2000	\$ 0.2100	\$ 0.2300	\$ 0.2500	\$ 0.2700	\$ 0.3000
Winter Block Two	0.1100	0.1200	0.1300	0.1400	0.1600	0.1800
Winter Block Three	0.0400	0.0500	0.0600	0.0700	0.0800	0.0900
Summer Block One	0.2000	0.2100	0.2300	0.2500	0.2700	0.3000
Summer Block Two	0.1100	0.1200	0.1300	0.1400	0.1600	0.1800
Summer Block Three	0.0400	0.0500	0.0600	0.0700	0.0800	0.0900
Purchase Gas Adjustment						
All Commodity	\$ 0.4800	\$ 0.4800	\$ 0.4800	\$ 0.4800	\$ 0.4800	\$ 0.4800
Revenue from Rate	\$ 622,165	\$ 652,989	\$ 686,255	\$ 719,522	\$ 750,263	\$ 783,448
Change from Previous		5.0%	5.1%	4.8%	4.3%	4.4%



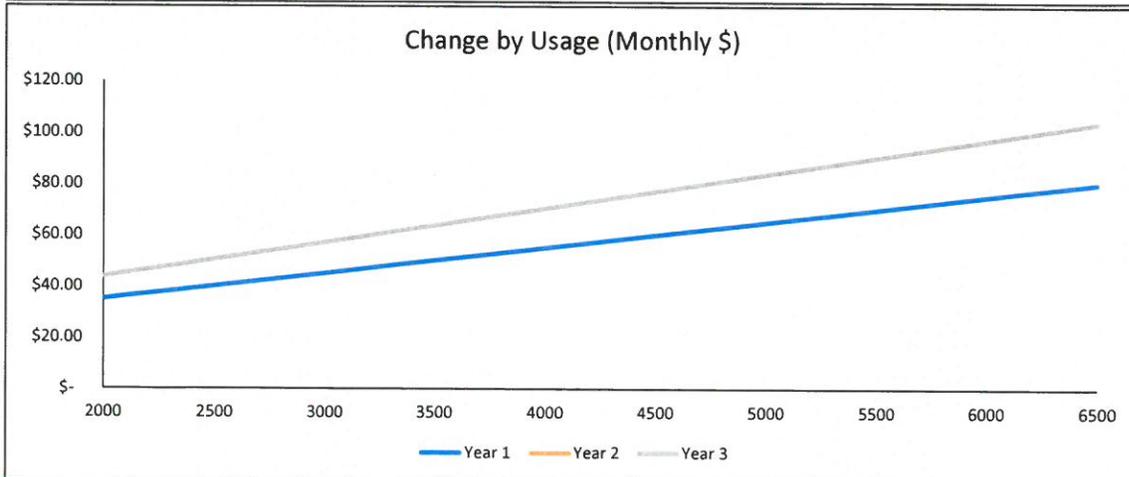
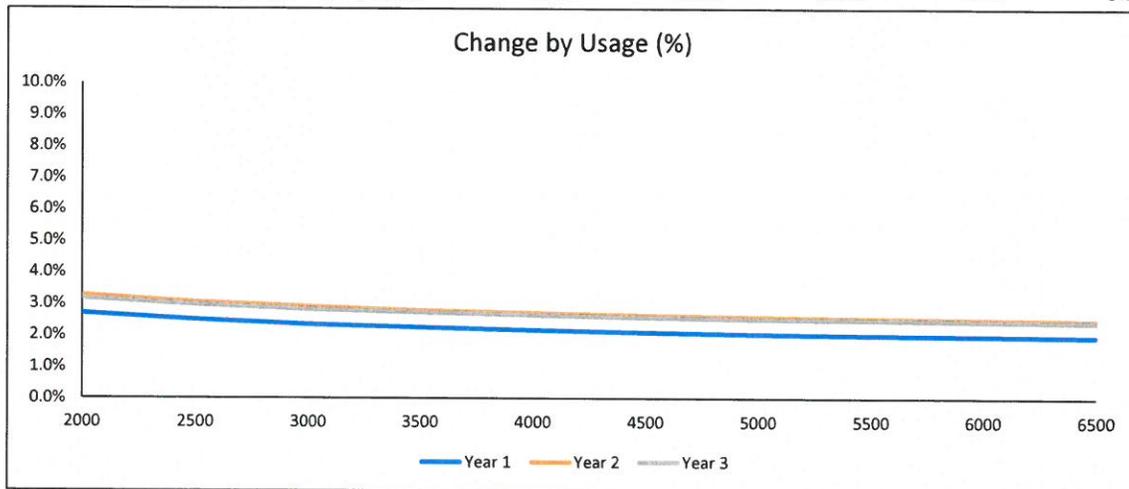
The Village of Rantoul
 Gas Rate Design
 Commercial Gas Service -GC1

Rates	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Facilities Charge:						
All Customers	\$ 15.50	\$ 18.50	\$ 21.50	\$ 24.50	\$ 25.50	\$ 26.50
Commodity						
Winter Block One	\$ 0.2000	\$ 0.2100	\$ 0.2300	\$ 0.2500	\$ 0.2700	\$ 0.3000
Winter Block Two	0.1100	0.1200	0.1300	0.1400	0.1600	0.1800
Winter Block Three	0.0400	0.0500	0.0600	0.0700	0.0800	0.0900
Summer Block One	0.2000	0.2100	0.2300	0.2500	0.2700	0.3000
Summer Block Two	0.1100	0.1200	0.1300	0.1400	0.1600	0.1800
Summer Block Three	0.0400	0.0500	0.0600	0.0700	0.0800	0.0900
Purchase Gas Adjustment						
All Commodity	\$ 0.4800	\$ 0.4800	\$ 0.4800	\$ 0.4800	\$ 0.4800	\$ 0.4800
Revenue from Rate	\$ 106,901	\$ 109,622	\$ 112,805	\$ 115,988	\$ 119,247	\$ 122,967
Change from Previous		2.5%	2.9%	2.8%	2.8%	3.1%



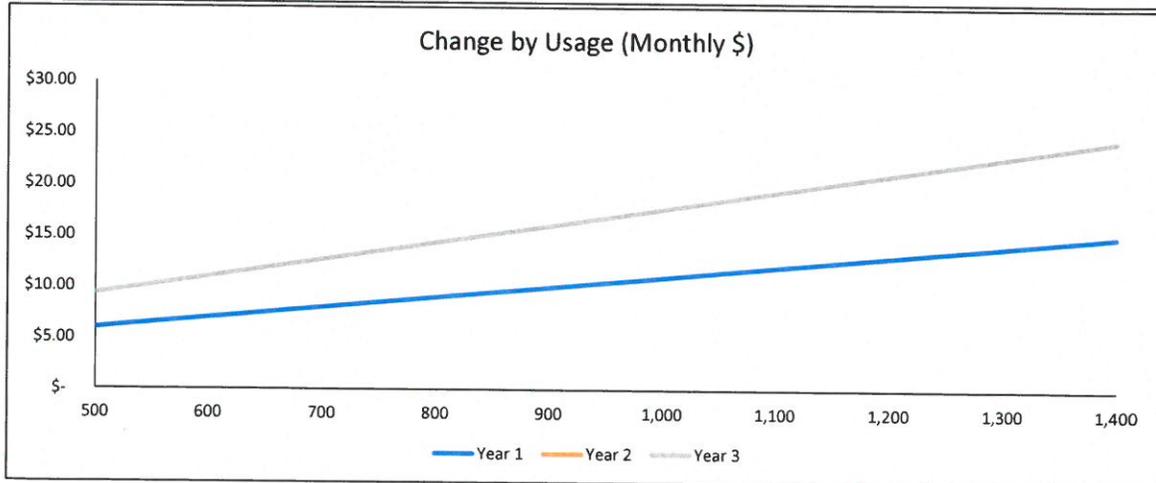
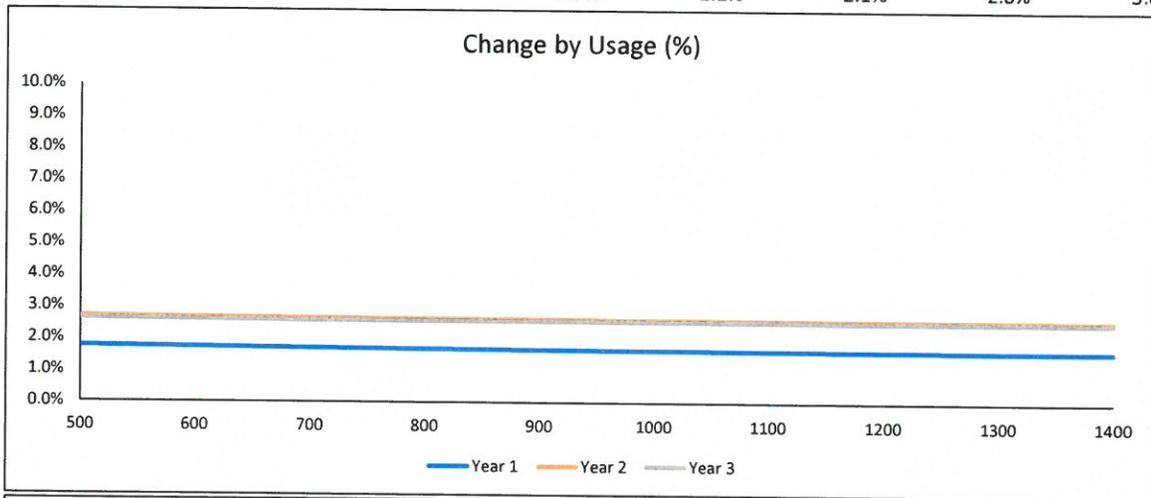
The Village of Rantoul
 Gas Rate Design
 Industrial Gas Service -GI1

Rates	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Facilities Charge:						
All Customers	\$ 54.00	\$ 69.00	\$ 84.00	\$ 99.00	\$ 114.00	\$ 129.00
Commodity						
Winter Block One	\$ 0.2000	\$ 0.2100	\$ 0.2300	\$ 0.2500	\$ 0.2700	\$ 0.3000
Winter Block Two	0.1100	0.1200	0.1300	0.1400	0.1600	0.1800
Winter Block Three	0.0400	0.0500	0.0600	0.0700	0.0800	0.0900
Summer Block One	0.2000	0.2100	0.2300	0.2500	0.2700	0.3000
Summer Block Two	0.1100	0.1200	0.1300	0.1400	0.1600	0.1800
Summer Block Three	0.0400	0.0500	0.0600	0.0700	0.0800	0.0900
Purchase Gas Adjustment						
All Commodity	\$ 0.4800	\$ 0.4800	\$ 0.4800	\$ 0.4800	\$ 0.4800	\$ 0.4800
Revenue from Rate	\$ 344,465	\$ 352,576	\$ 360,886	\$ 369,195	\$ 380,941	\$ 392,885
Change from Previous	344,465.18	2.4%	2.4%	2.3%	3.2%	3.1%



The Village of Rantoul
 Gas Rate Design
 Village -GV

Rates	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Customer Charge:						
All Customers	\$ 15.50	\$ 16.50	\$ 17.50	\$ 18.50	\$ 19.50	\$ 20.50
Energy Charge:						
Winter Block One	\$ 0.2000	\$ 0.2100	\$ 0.2300	\$ 0.2500	\$ 0.2700	\$ 0.3000
Winter Block Two	0.1100	0.1200	0.1300	0.1400	0.1600	0.1800
Winter Block Three	0.0400	0.0500	0.0600	0.0700	0.0800	0.0900
Summer Block One	0.2000	0.2100	0.2300	0.2500	0.2700	0.3000
Summer Block Two	0.1100	0.1200	0.1300	0.1400	0.1600	0.1800
Summer Block Three	0.0400	0.0500	0.0600	0.0700	0.0800	0.0900
Purchase Gas Adjustment						
All Commodity	\$ 0.4800	\$ 0.4800	\$ 0.4800	\$ 0.4800	\$ 0.4800	\$ 0.4800
Revenue from Rate	\$ 107,042	\$ 109,046	\$ 111,364	\$ 113,682	\$ 116,874	\$ 120,380
Change from Previous		1.9%	2.1%	2.1%	2.8%	3.0%



The Village of Rantoul

Combined Bill Impacts

Average Residential Usage

Year One

Utility Service	Average Impact	Current	
		Average Bill	Percent Impact
Water	0.81	21.93	3.7%
Wastewater	1.48	22.76	6.5%
Gas	1.96	39.49	5.0%
Electric	(0.54)	91.37	-0.6%
Total	\$ 3.71	\$ 175.54	2.1%

Avg Commodity

3.47

3.47

56

659

Year Two

Utility Service	Average Impact	Current	
		Average Bill	Percent Impact
Water	0.81	22.74	3.6%
Wastewater	1.52	24.24	6.3%
Gas	2.11	41.44	5.1%
Electric	(0.54)	90.83	-0.6%
Total	\$ 3.90	\$ 179.25	2.2%

Year Three

Utility Service	Average Usage	Current	
		Average Bill	Percent Impact
Water	0.85	23.55	3.6%
Wastewater	1.55	25.76	6.0%
Gas	2.11	43.56	4.8%
Electric	(0.51)	90.32	-0.6%
Total	\$ 4.00	\$ 183.18	2.2%

Year Four

Utility Service	Average Usage	Current	
		Average Bill	Percent Impact
Water	0.85	24.40	3.5%
Wastewater	1.59	27.31	5.8%
Gas	1.95	45.67	4.3%
Electric		90.32	0.0%
Total	\$ 4.38	\$ 187.69	2.3%

Year Five

Utility Service	Average Usage	Current	
		Average Bill	Percent Impact
Water	0.88	25.25	3.5%
Wastewater	1.66	28.89	5.7%
Gas	2.11	47.62	4.4%
Electric		90.32	0.0%
Total	\$ 4.64	\$ 192.08	2.4%

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

ITEM: Resolution of Support for changing the method of transfer of Parcels E1 & E2 to an Economic Development Conveyance (EDC) Agreement (between the United States Air Force & the Village of Rantoul)	DEPARTMENT: Public Works - Airport / EDC
AGENDA SECTION:	AMOUNT: NA
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 25, 2019
SUMMARY HIGHLIGHTS: <p>This Agenda Item provides for a Village Resolution of Support for changing the method of transferring Parcels E1 & E2 (48.57 acres) from the United States Air Force to the Village of Rantoul. These parcels are located at the southeast corner of the intersection of S. Perimeter Road and Titan Street and were initially part of the Department of Education Public Benefit Conveyance (PBC). With the University of Illinois' interest in these parcels and also in the adjoining acreage (204 acres), there is a joint interest to accelerate the property transfers by withdrawing from a PBC and instead utilizing (and amending) the Village's existing Economic Development Conveyance (EDC) Agreement.</p> <p>The Air Force is supportive of this change in transfer methods and has been preparing to move forward in this direction. The transfer timeline is anticipated to be in the spring of 2020.</p>	
RECOMMENDED ACTION: Authorize the approval of a resolution of support for changing the method of transfer of Parcels E1 & E2 (48.57 acres) to an Economic Development Conveyance (EDC) Agreement between the United States Air Force to the Village of Rantoul.	
DEPARTMENT HEAD APPROVAL: Eric Vences G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: Scott Eisenhauer 

EDC 3 and PBC - DoED-1 Parcels Transfer



Streams

Proposed for Inclusion to EDC-3

EDC 3 and PBC - DoED-1 Parcels Transfer

Date: 11/25/2019

0 195 390 780 Feet

Property	Task	Air Force	IEPA	Village of Rantoul		UIUC	OEA	Completion Date	Remarks
E1 & E2	FOST	Done	Done					3/19/2019	COMPLETE
	Letter to DoED declining PBC					Kristi		6/7/2019	Also need DoED response
	Supplement to Disposal ROD	AF preparing; Need letter to DoED from UIUC						7/12/2019	
	EDC Amendment	AF preparing; Need information from UIUC/Village			Eric			8/2/2019	Reoccurring status call set for every other Thursday at 9 am
	EDC Amendment					Kristi	Review and briefs EDC Amendment	10/4/2019	Process has several steps to obtain AF approval.
	Deed	AF prepares						11/1/2019	AF sends to VoR
	Deed				Eric			11/8/2019	Village signs Deed
	FOST	AF lawyers reviewing						5/31/2019	
	FOST		IEPA review					8/2/2019	
	Deed	AF prepares						9/3/2019	AF sends to VoR
Deed				Eric			9/13/2019	Village signs Deed	
A2g-1	Transfer from VoR to UIUC				Eric	Kristi			VoR owns property



DEPARTMENT OF THE AIR FORCE
AIR FORCE CIVIL ENGINEER CENTER
JOINT BASE SAN ANTONIO LACKLAND TEXAS

June 21, 2019

Daniel R. Crawmer
Associate Director of Real Estate Services
University of Illinois
208 Henry Administration Building, MC-321
506 South Wright Street
Urbana, Illinois 61801

Subject: Chanute Parcels E-1 and E2, PBC Withdrawal

Mr. Crawmer,

Please accept this letter as confirmation of our receipt of a copy of the June 10, 2019 email from J.R. Tillery, Department of Education (DoED), whereby he acknowledged the University of Illinois' decision to withdraw its interest in acquiring, through a Public Benefit Conveyance, Parcels E-1 and E-2 on the former Chanute Air Force Base.

We look forward to continuing to work with the University and the Village of Rantoul to achieve expeditious transfer of this property through an alternative conveyance method.

Sincerely,

A handwritten signature in cursive script, reading "Paul Carroll", is positioned above the typed name.

PAUL F. CARROLL, P.G.
Program Manager, AFCEC/CIBE

Attachment:
DoED Email June 10, 2019

cc:
Eric Vences, Village of Rantoul
Kristi Anderson, University of Illinois
John Tillery, Department of Education

HILLIARD, CRYSTAL L CTR USAF HAF AFCEC/CIBE

From: Tillery, John <John.Tillery@ed.gov>
Sent: Monday, June 10, 2019 8:36 AM
To: Crawmer, Daniel R
Cc: HEWITT, CHRISTIANA E GS-13 USAF HAF AFCEC/CIBE; Donna Kozak; Eric Vences; Cogdill, David; CARROLL, PAUL F GS-13 USAF HAF AFCEC/CIBE; McMahon, Molly Lynn; Richmond, Collin Frederick; Walden, Bruce
Subject: [Non-DoD Source] RE: Transfer of Parcels E-1 and E-2, Former Chanute Air Force Base

My apologies. My reply has been sitting in the outbox.

Thank you for informing the U.S. Department of Education (Department) of the University of Illinois' decision to withdraw its interest in acquiring the Parcels E-1 and E-2 on the former Chanute Air Force Base.

The Department appreciates the time you invested in your efforts to acquire the parcels. Depending on your future needs, we encourage you to apply for properties that will become surplus to the Government and available for disposal.

Have a great day and I hope to be able to service your federal real property needs in the future.

Sincerely,

J.R. Tillery
Federal Real Property Branch
Logistics Services
Office of Finance and Operations
U.S. Department of Education
400 Maryland Ave. SW, Room 228-26
Washington DC 20202-4553
(202) 401-2349 (direct line)
(202) 437-3079 (cell)

"Empowering ED To Do Its Best Work!"

"Capacitar a ED A hacer su mejor trabajo!"



Let me know how I'm doing. I welcome your feedback! Please complete the following customer satisfaction survey.

https://www.surveymonkey.com/s/frpd_customer_satisfaction

From: Crawmer, Daniel R <dancraw@uillinois.edu>
Sent: Friday, June 7, 2019 3:39 PM
To: Tillery, John <John.Tillery@ed.gov>
Cc: HEWITT, CHRISTIANA E GS-13 USAF HAF AFCEC/CIBE <christiana.hewitt.1@us.af.mil>; Donna Kozak (Kozak_Donna@bah.com) <Kozak_Donna@bah.com>; Eric Vences <EVences@village.rantoul.il.us>; Cogdill, David <David.Cogdill@ed.gov>; CARROLL, PAUL F GS-13 USAF HAF AFCEC/CIBE <paul.carroll.1@us.af.mil>; McMahon, Molly Lynn <mlmcma@uillinois.edu>; Richmond, Collin Frederick <cfrichmo@uillinois.edu>; Walden, Bruce <bwalden@uillinois.edu>
Subject: RE: Transfer of Parcels E-1 and E-2, Former Chanute Air Force Base

John – Please confirm that you received the message shown below. Thank you - Dan

Daniel R. Crawmer MAI AI-GRS CPM CCIM

Associate Director of Real Estate Services
University of Illinois
208 Henry Administration Building, MC-321
506 South Wright Street
Urbana, Illinois 61801
(217) 265-5335
dancraw@uillinois.edu

From: Crawmer, Daniel R
Sent: Tuesday, May 28, 2019 12:05 PM
To: Tillery, John <John.Tillery@ed.gov>
Cc: HEWITT, CHRISTIANA E GS-13 USAF HAF AFCEC/CIBE <christiana.hewitt.1@us.af.mil>; Donna Kozak (<Kozak_Donna@bah.com>) <Kozak_Donna@bah.com>; Eric Vences <EVences@village.rantoul.il.us>; Cogdill, David <David.Cogdill@ed.gov>; CARROLL, PAUL F GS-13 USAF HAF AFCEC/CIBE <paul.carroll.1@us.af.mil>; McMahon, Molly Lynn <mlmcma@uillinois.edu>; Richmond, Collin Frederick <cfrichmo@uillinois.edu>; Walden, Bruce <bwalden@uillinois.edu>
Subject: RE: Transfer of Parcels E-1 and E-2, Former Chanute Air Force Base

John – The University of Illinois wishes to withdraw its application for the transfers of parcels E-1 and E-2 through the Public Benefit Allowance program. Thank you – Dan Crawmer

Daniel R. Crawmer MAI AI-GRS CPM CCIM
Associate Director of Real Estate Services
University of Illinois
208 Henry Administration Building, MC-321
506 South Wright Street
Urbana, Illinois 61801
(217) 265-5335
dancraw@uillinois.edu

From: Tillery, John <John.Tillery@ed.gov>
Sent: Tuesday, January 15, 2019 2:51 PM
To: Crawmer, Daniel R <dancraw@uillinois.edu>
Cc: HEWITT, CHRISTIANA E GS-13 USAF HAF AFCEC/CIBE <christiana.hewitt.1@us.af.mil>; Donna Kozak (<Kozak_Donna@bah.com>) <Kozak_Donna@bah.com>; Eric Vences <EVences@village.rantoul.il.us>; Cogdill, David <David.Cogdill@ed.gov>; CARROLL, PAUL F GS-13 USAF HAF AFCEC/CIBE <paul.carroll.1@us.af.mil>; McMahon, Molly Lynn <mlmcma@uillinois.edu>; Richmond, Collin Frederick <cfrichmo@uillinois.edu>
Subject: RE: Transfer of Parcels E-1 and E-2, Former Chanute Air Force Base

Mr. Crawmer,

We will honor your request extend the deadline to receive your application until March 1, 2019.

If you need any assistance developing your application, please contact me.

Best regards.

J.R. Tillery
Federal Real Property Branch
Logistics Services
Office of Finance and Operations
U.S. Department of Education

400 Maryland Ave. SW, Room 228-26
Washington DC 20202-4553
(202) 401-2349 (direct line)
(202) 437-3079 (cell)

"Empowering ED To Do Its Best Work!"

"Capacitar a ED A hacer su mejor trabajo!"



Let me know how I'm doing. I welcome your feedback! Please complete the following customer satisfaction survey.
https://www.surveymonkey.com/s/frpd_customer_satisfaction

From: Crawmer, Daniel R [<mailto:dancraw@uillinois.edu>]

Sent: Tuesday, January 15, 2019 1:18 PM

To: Tillery, John

Cc: HEWITT, CHRISTIANA E GS-13 USAF HAF AFCEC/CIBE; Donna Kozak (Kozak_Donna@bah.com); Eric Vences; Cogdill, David; CARROLL, PAUL F GS-13 USAF HAF AFCEC/CIBE; McMahon, Molly Lynn; Richmond, Collin Frederick

Subject: RE: Transfer of Parcels E-1 and E-2, Former Chanute Air Force Base

John – Is there any possibility that the Application due date could be extended beyond the February 1st date? - Dan

Daniel R. Crawmer MAI AI-GRS CPM CCIM
Associate Director of Real Estate Services
University of Illinois
208 Henry Administration Building, MC-321
506 South Wright Street
Urbana, Illinois 61801
(217) 265-5335
dancraw@uillinois.edu

From: Tillery, John <John.Tillery@ed.gov>

Sent: Tuesday, December 11, 2018 11:05 AM

To: Crawmer, Daniel R <dancraw@uillinois.edu>

Cc: HEWITT, CHRISTIANA E GS-13 USAF HAF AFCEC/CIBE <christiana.hewitt.1@us.af.mil>; Donna Kozak (Kozak_Donna@bah.com) <Kozak_Donna@bah.com>; Eric Vences <EVences@village.rantoul.il.us>; Cogdill, David <David.Cogdill@ed.gov>; CARROLL, PAUL F GS-13 USAF HAF AFCEC/CIBE <paul.carroll.1@us.af.mil>; McMahon, Molly Lynn <mlmcma@uillinois.edu>; Richmond, Collin Frederick <cfrichmo@uillinois.edu>

Subject: RE: Transfer of Parcels E-1 and E-2, Former Chanute Air Force Base

Dan,

We appreciate the information. We are preparing the application package.

If you have any concerns before you receive the package, please do not hesitate to contact me.

J.R. Tillery
Federal Real Property Branch
Logistics Services
Office of Management
U.S. Department of Education
400 Maryland Ave. SW, Room 228-48
Washington DC 20202-4553

(202) 401-2349 (direct line)

(202) 437-3079 (cell)

"Empowering ED To Do Its Best Work!"

"Capacitar a ED A hacer su mejor trabajo!"



Let me know how I'm doing. I welcome your feedback! Please complete the following customer satisfaction survey.
https://www.surveymonkey.com/s/frpd_customer_satisfaction

From: Crawmer, Daniel R [<mailto:dancraw@uillinois.edu>]

Sent: Monday, December 10, 2018 1:42 PM

To: Tillery, John

Cc: HEWITT, CHRISTIANA E GS-13 USAF HAF AFCEC/CIBE; Donna Kozak (Kozak_Donna@bah.com); Eric Vences; Cogdill, David; CARROLL, PAUL F GS-13 USAF HAF AFCEC/CIBE; McMahon, Molly Lynn; Richmond, Collin Frederick

Subject: RE: Transfer of Parcels E-1 and E-2, Former Chanute Air Force Base

John – Answers to your questions are shown below:

1. The Board of Trustees of the University of Illinois, body corporate and politic of the State of Illinois, located in Urbana, Illinois
2. Parcels E-1 and E-2, Former Chanute Air Force Base, Rantoul, Illinois
3. Avijit Ghosh, Comptroller of University of Illinois System

- Dan

Daniel R. Crawmer MAI AI-GRS CPM CCIM
Associate Director of Real Estate Services
University of Illinois
208 Henry Administration Building, MC-321
506 South Wright Street
Urbana, Illinois 61801
(217) 265-5335
dancraw@uillinois.edu

From: Tillery, John <John.Tillery@ed.gov>

Sent: Monday, December 10, 2018 11:52 AM

To: Crawmer, Daniel R <dancraw@uillinois.edu>

Cc: HEWITT, CHRISTIANA E GS-13 USAF HAF AFCEC/CIBE <christiana.hewitt.1@us.af.mil>; Donna Kozak (Kozak_Donna@bah.com) <Kozak_Donna@bah.com>; Eric Vences <EVences@village.rantoul.il.us>; Cogdill, David <David.Cogdill@ed.gov>; CARROLL, PAUL F GS-13 USAF HAF AFCEC/CIBE <paul.carroll.1@us.af.mil>; McMahon, Molly Lynn <mlmcma@uillinois.edu>; Richmond, Collin Frederick <cfrichmo@uillinois.edu>

Subject: RE: Transfer of Parcels E-1 and E-2, Former Chanute Air Force Base

Mr. Crawmer,

The Department will be pleased to forward to you the application questionnaire package. Unfortunately, we do not have a copy of the original application. Please do not agonize over this. As you work on completing the new application questionnaire, I will be available to assist if you need any clarification.

Before we can submit the questionnaire, we will need the below information:

1. Your organization's full name, specifically if the property will be acquired by one of the University's sub-groups, i.e. University of Illinois-Peoria;
2. The exact name of the federal property, including the address and the parcels requested;

3. The name and title of the designated official of the organization requesting the property.

We will look forward to receiving the information to begin the application process.

Best regards,

J.R. Tillery
Federal Real Property Branch
Logistics Services
Office of Management
U.S. Department of Education
400 Maryland Ave. SW, Room 228-48
Washington DC 20202-4553
(202) 401-2349 (direct line)
(202) 437-3079 (cell)

"Empowering ED To Do Its Best Work!"
"Capacitar a ED A hacer su mejor trabajo!"



Let me know how I'm doing. I welcome your feedback! Please complete the following customer satisfaction survey.
https://www.surveymonkey.com/s/frpd_customer_satisfaction

From: Crawmer, Daniel R [<mailto:dancraw@uillinois.edu>]

Sent: Wednesday, November 14, 2018 5:20 PM

To: Tillery, John

Cc: HEWITT, CHRISTIANA E GS-13 USAF HAF AFCEC/CIBE; Donna Kozak (Kozak_Donna@bah.com); Eric Vences; Cogdill, David; CARROLL, PAUL F GS-13 USAF HAF AFCEC/CIBE; McMahon, Molly Lynn; Richmond, Collin Frederick

Subject: RE: Transfer of Parcels E-1 and E-2, Former Chanute Air Force Base

John – It my understanding that the University must reapply for the Chanute property. Please send me a copy of the original application and an application form. Thank you - Dan

Daniel R. Crawmer MAI AI-GRS CPM CCIM
Associate Director of Real Estate Services
University of Illinois
208 Henry Administration Building, MC-321
506 South Wright Street
Urbana, Illinois 61801
(217) 265-5335
dancraw@uillinois.edu

From: Tillery, John <John.Tillery@ed.gov>

Sent: Thursday, September 20, 2018 2:50 PM

To: CARROLL, PAUL F GS-13 USAF HAF AFCEC/CIBE <paul.carroll.1@us.af.mil>

Cc: Crawmer, Daniel R <dancraw@uillinois.edu>; HEWITT, CHRISTIANA E GS-13 USAF HAF AFCEC/CIBE <christiana.hewitt.1@us.af.mil>; Donna Kozak (Kozak_Donna@bah.com) <Kozak_Donna@bah.com>; Eric Vences <EVences@village.rantoul.il.us>; Cogdill, David <David.Cogdill@ed.gov>

Subject: Re: Transfer of Parcels E-1 and E-2, Former Chanute Air Force Base

Mr. Carroll,

I will follow up with Mr. Crawmer very soon.

Best regards.

J.R. Tillery
Federal Real Property Branch
Logistics Services
Office of Management
U.S. Department of Education
[400 Maryland Ave. SW](#), Room 228-48
[Washington DC 20202-4553](#)
[\(202\) 401-2349](#) (direct line)
[\(202\) 437-3079](#) (cell)

"Empowering ED To Do Its Best Work!"

"Capacitar a ED A hacer su mejor trabajo!"



On Sep 20, 2018, at 1:05 PM, CARROLL, PAUL F GS-13 USAF HAF AFCEC/CIBE
<paul.carroll.1@us.af.mil> wrote:

Mr. Crawmer: As we discussed on the phone, the Air Force is preparing property transfer documentation to transfer approximately 48.5 acres of property to the University of Illinois through an approved US Department of Education Public Benefit Conveyance. We anticipate having Illinois EPA concurrence on the transfer documentation within the next two to three months, followed by an Assignment Letter delivered to DoED later this year. I have contacted Mr. John Tillery with DoED's Federal Real Property Assistance Program with this information, and advised him I would get him in touch with the appropriate University of Illinois POC. Mr Tillery is cc'ed on this e-mail, and his phone number is 202/401-2349. Mr. Tillery would like you to contact him to discuss what DoED needs from U of I to facilitate completion of this transfer.

I will keep you informed of our progress in this transfer. Please let me know if we can be of any assistance in your coordination with DoED.

Paul F. Carroll, GS-13, DAF
Program Manager
BRAC Execution Branch
Air Force Civil Engineer Center
Office: 806/885-5010
Cell: 210/834-2353

AFCEC/CIBE
9801 Reese Blvd. North, Ste 210
Lubbock, TX 79416-2107

**ECONOMIC DEVELOPMENT CONVEYANCE AGREEMENT
(THE FORMER CHANUTE AIR FORCE BASE)**

THIS ECONOMIC DEVELOPMENT CONVEYANCE AGREEMENT (this “**Agreement**”) is made and entered into as of September 10, 2014 (the “**Effective Date**”), by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force (the “**Government**”) and the VILLAGE OF RANTOUL, ILLINOIS, serving as the local redevelopment authority (the “**Redevelopment Authority**”) for the former Chanute Air Force Base, Illinois (“**Chanute**”), which was recognized by the Department of Defense (“**DoD**”) and also granted implementation status on September 15, 2006. Capitalized terms used in this Agreement shall have the meanings ascribed to them in **Exhibit F**.

RECITALS

A. Chanute was closed as an active military installation effective September 30, 1993, pursuant to the Base Closure and Realignment Act of 1988, Pub. L. No. 100-526, as amended (10 U.S.C. § 2687 note) (“**BCRA**”), and the approved recommendations of the Defense Secretary’s Commission on Base Realignment and Closure.

B. The closure of Chanute has caused economic hardship for the communities in the vicinity of Rantoul, Illinois, and continues to adversely affect the region.

C. It is in the interest of DoD to facilitate the economic recovery of communities that experience adverse economic circumstances attributable to the closure or realignment of military installations under the BCRA. To encourage redevelopment and job generation, Congress enacted the “Pryor Amendments” (Title XXIX of the National Defense Authorization Act for Fiscal Year 1994), Pub. L. No. 103-160, and more recently, the National Defense Authorization Act for Fiscal Year 2010, Pub. L. No. 111-84. These provide for economic development conveyances (each an “**EDC**”) of real and personal property on military installations realigned and closed under the BCRA by the DoD to recognized local redevelopment authorities for consideration at or below the estimated fair market value, including without consideration.

D. The Redevelopment Authority adopted its original reuse plan for Chanute in August 1990. The property was screened under Title V of the McKinney-Vento Homeless Assistance Act and the initial notice of availability for Chanute was published in the Federal Register on March 27, 1992. Subsequent notices of availability were published on June 4, 1993 (identified both suitable and unsuitable facilities), June 3, 1994 (Smith Hall) and July 1, 1994 (Ash Housing). The Department of Health and Human Services did not receive any expressions of interest from homeless assistance providers during the screening period. On October 9, 2012, the Village Board approved an amended reuse plan (the “**Redevelopment Plan**”). The Redevelopment Authority has requested an EDC for certain real and personal property associated with Chanute, as more particularly described in **Exhibits A and A-1** in furtherance of its Redevelopment Plan.

E. The Government reviewed the Redevelopment Authority's request for the EDC and prepared its determinations as required by 32 C.F.R. § 174.9, which include a determination that the requested EDC will facilitate the reutilization or redevelopment of Chanute in a manner that will be beneficial to the affected communities. The Government elected not to obtain an appraisal of the EDC Property, but used a consultant to evaluate the pro-forma and market conditions in the Village of Rantoul and the surrounding areas. The Government has further determined the terms and conditions in this Agreement are fair and reasonable based on the estimated value of the real and personal property associated with this EDC.

F. The Government completed its initial environmental impact analyses and published the *Final Environmental Impact Statement for the Disposal and Reuse of Chanute AFB, Illinois*, in July, 1991 (the "FEIS"). The *Record of Decision (ROD) Regarding the Disposal of the Former Chanute Air Force Base (AFB), Illinois*, was issued by the Government in July, 1992 (as heretofore amended or supplemented, the "ROD").

G. The environmental impact analyses and conclusions contained in the FEIS are still valid. The ROD memorializes the new disposal decisions that support this EDC.

H. The Redevelopment Authority will not accept real property that is conveyed using early transfer authority pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., ("CERCLA") Section 120(h)(3)(C) (42 U.S.C. § 9620(h)(3)(C)). Therefore, the Government's quitclaim deeds will contain the CERCLA Section 120(h)(3)(A) covenants. To grant these covenants, the Government is required to take all remedial action necessary to protect human health and the environment regarding hazardous substances remaining on Chanute as defined in CERCLA Section 120(h)(3)(B) (42 U.S.C. § 9620(h)(3)(B)). No real property will be conveyed before all such required actions and any actions required pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., ("RCRA") have been completed by the Government for such parcels of real property. Authorization to convey real property with the CERCLA Section 120(h)(3)(A) covenants is obtained through regulator coordination on a Finding of Suitability to Transfer ("FOST").

I. The Parties envision that the entirety of the EDC Property (hereinafter defined) will be conveyed in three (3) or more conveyances/transfers (each a "Disposal Phase"). The precise timing for each Disposal Phase will depend upon (i) when the environmental condition of the real property and improvements for that phase become subject to an approved FOST with regulator coordination; and (ii) satisfaction of all Applicable Laws. The EDC Property in the first Disposal Phase must be conveyed by quitclaim deed on, or within thirty (30) days after, the Effective Date of this Agreement unless otherwise mutually agreed by the Parties. The Parties anticipate the EDC Property for each Disposal Phase will be conveyed within thirty (30) days after the FOST associated with the EDC Property in such Disposal Phase is executed.

AGREEMENTS

NOW, THEREFORE, the Parties mutually covenant and agree as follows:

1. **Sale and Conveyance.** The Government shall convey/transfer to the Redevelopment Authority, and the Redevelopment Authority shall accept from the Government for the consideration described in **Section 2** below, subject to the terms, conditions, obligations, and agreements stated in this Agreement, the following real property, improvements, and personal property referred to in this Agreement (collectively, the “**EDC Property**”): the tracts or parcels of land situated in the Village of Rantoul, Champaign County, Illinois, described in **Exhibit A** and depicted in **Exhibit A-1**, together with all mineral rights, water rights and other rights and interests appurtenant to the land (the “**Land**”); all improvements and facilities located on or beneath the surface of the Land (the “**Improvements**”); all fixtures installed in the Improvements; and all personal property located inside the Improvements not previously transferred to the Redevelopment Authority (the “**Personal Property**”). All improvements or personal property associated with implementing and monitoring environmental remedial actions located on the Land, as described in **Exhibit B**, are excluded from the EDC Property.

2. **Consideration.** The consideration for which the Government shall convey the EDC Property to the Redevelopment Authority is TEN DOLLARS (\$10.00), as well as execution and delivery by the Redevelopment Authority of the signed EDC Documents and the performance of all terms, conditions, obligations, and agreements stated therein.

3. **Condition of EDC Property.** (a) The Redevelopment Authority has inspected, knows and accepts the physical condition and state of repair of the EDC Property. The Redevelopment Authority acknowledges receipt of the *Basewide Environmental Baseline Survey*, dated December 1993, and its related supplements (collectively, the “**EBSs**”) for Chanute. The EBSs set forth those environmental conditions and matters on and affecting the EDC Property as of the date stated in each such EBS, as determined from the records and analyses reflected therein. The environmental conditions and matters are to the best of the Government’s information and knowledge. The Government shall not be liable to the Redevelopment Authority for any error or omission in the EBSs or any other information concerning the environmental condition of the EDC Property that was provided by the Government or any other federal agency, except as required by statute. Such errors or omissions in the EBSs will not constitute grounds or reason for nonperformance of this Agreement or any claim by the Redevelopment Authority against the Government including, without limitation, any claim for allowance, refund, deduction, or payment of any consideration.

(b) Asbestos containing materials (“**ACM**”), lead-based paint (“**LBP**”), pesticides and petroleum products and derivatives may be present in the Improvements, on or below the ground surface of the Land.

(c) It is further understood and agreed that the EDC Property will be conveyed in an “**AS IS, WHERE IS**” condition without any representation or warranty by the Government concerning its condition and without any obligation on the part of the Government to undertake any environmental remediation or make any alterations, repairs or additions other

than as provided in **Section 13**, as required by applicable federal law or as set forth in the Deed. Except as provided in applicable federal law, other laws for which the United States has waived its sovereign immunity in writing, or as set forth in **Sections 13, 14, and 15**, the Government shall not be liable to the Redevelopment Authority for any damages or losses, whether direct or consequential, incurred by Redevelopment Authority as the result of the discovery of any latent or patent defect in the EDC Property.

(d) Except as provided in 42 U.S.C. § 9620(h)(3)(A), the Redevelopment Authority acknowledges that the Government has made no representation or warranty concerning the environmental condition or the physical state of repair of the EDC Property nor any agreement or promise to alter, improve, adapt, or repair any of the EDC Property, which has not been fully set forth in the EDC Documents.

4. **Planning and Development Activities.** The Government acknowledges the Redevelopment Authority is acquiring the EDC Property for economic redevelopment. Upon the request of the Redevelopment Authority and subject to the conditions set forth below, the Government will acknowledge or consent to actions or documentation reasonably required in connection with the development of the EDC Property consistent with the Redevelopment Plan and the ROD, including actions or documentation relating to (a) the zoning, subdivision, marketing, lease or sale of any of the EDC Property, and (b) any special districts, metropolitan districts, or quasi-governmental entities that will be formed and operated to provide infrastructure for or utility services to the EDC Property. The Government (i) must have authority to grant the requested acknowledgement or consent and (ii) shall not incur any costs or liabilities in connection with the acknowledgement or consent.

5. **Conveyance of EDC Property.** The closing for each Disposal Phase (each a “Closing” or collectively, the “Closings”) that conveys or transfers EDC Property shall occur on a date mutually agreed to in writing by the Parties (the “Closing Date”). At each Closing the following, which are mutually concurrent conditions, shall occur:

(a) The Government, at its expense, shall deliver or cause to be delivered to the Redevelopment Authority the documents below and/or accomplish the following:

(i) One or more Quitclaim Deeds, each substantially in the form attached to this Agreement as **Appendix 1** (the “Deed”), executed and acknowledged by the Government;

(ii) A Bill of Sale, substantially in the form attached to this Agreement as **Appendix 2** (the “BOS”), that shall transfer any surplus personal property and utility system infrastructure located on the EDC Property which is part of the Disposal Phase that is then owned by the Government (but not listed on **Exhibit B**) identified by the Redevelopment Authority as “needed for redevelopment” and determined by the Government to be “available for reuse” to the Redevelopment Authority (as both quoted phrases are used in the Base Redevelopment and Realignment Manual of DoD – DoD 4165.66-M, March 1, 2006), executed and acknowledged by

the Government (if any personal property will be transferred in that Disposal Phase);

(iii) a copy of duly executed FOST(s);

(iv) to the extent known and assignable, assignment of easements or rights of way, if any, held by the Government over, under or through property owned by other Persons necessary for the operation, maintenance or improvement of the Land or Improvements; and

(v) termination of Government contracts or outgrant leases, if applicable.

This Agreement, the BOSs and the Deeds, as the same may be amended or modified in accordance with their terms, collectively are referred to herein as the “**EDC Documents**.” The Government shall provide written notice to the Redevelopment Authority of any changes to the forms of the EDC Documents attached as appendices to this Agreement in advance of each Closing. If the Redevelopment Authority objects to any material change by the Government to the form of an EDC Document, the Redevelopment Authority shall notify the Government of its objection and either Party may terminate this Agreement if the objection is not mutually resolved within thirty (30) days after delivery of such notice.

(b) The Redevelopment Authority, at its expense, shall deliver or cause to be delivered to the Government the following:

(i) a certificate of “**Acceptance**” of the Deed, the form of which is attached to this Agreement in **Appendix 1**, completed, executed and acknowledged by the Redevelopment Authority;

(ii) the Acceptance of the BOS, the form of which is attached to this Agreement in **Appendix 2**, executed and acknowledged by the Redevelopment Authority (if any personal property will be transferred in that Disposal Phase); and

(iii) evidence satisfactory to the Government that the Person executing the EDC Documents on behalf of the Redevelopment Authority is authorized to do so.

(c) The Redevelopment Authority shall pay all usual and customary costs relating to the Closing other than expenses voluntarily incurred by the Government.

(d) At and subsequent to each Closing, the Government shall, at no expense to it, cooperate in executing and delivering any deeds necessary to convey omitted land intended to be included in the Deed and to correct any description of the Land.

(e) The Redevelopment Authority shall pay all costs related to the recordation of the Deeds and provide a copy of the accepted and recorded Deeds to the Government within a reasonable time after each of the Closings.

(f) The Closing that completes the conveyancing or the transferring of the entirety of the EDC Property (the "**Final Closing**") shall occur on or before September 30, 2014, or on such date that the Parties subsequently agree to in writing (the "**Final Closing Date**").

6. **Use of Future Revenues and the Mandatory Reinvestment Period.** (a) During the Agreement Term, all Eligible Revenues shall be (1) deposited into one or more accounts established by the Redevelopment Authority to hold Eligible Revenues exclusively (the "**Segregated Account(s)**"), and (2) all such funds must be used by the Redevelopment Authority solely to support the economic redevelopment of, or related to, the EDC Property (collectively, "**Reinvestments**"). Such purposes include:

- (i) Road construction;
- (ii) Transportation management facilities;
- (iii) Storm and sanitary sewer construction;
- (iv) Police and fire protection facilities and other public facilities;
- (v) Utility construction;
- (vi) Building rehabilitation;
- (vii) Historic property preservation;
- (viii) Pollution prevention equipment or facilities;
- (ix) Demolition (but only to the extent of the Demolition Costs);
- (x) Disposal of hazardous materials generated by demolition;
- (xi) Landscaping, grading, and other site or public improvements (in common land areas throughout the EDC Property); and
- (xii) Planning for or the marketing of the development and reuse of the EDC Property.

(b) All Reinvestments must directly benefit, and either be located physically on or proximate to, the land areas that comprise the EDC Property. To the extent that Eligible Revenues are expended on projects or activities not exclusively for the direct benefit of the EDC Property, such project/activity costs shall be equitably apportioned between those that support the EDC Property and those that do not. Only the apportioned costs that directly benefit the

EDC Property shall be treated as a Reinvestment and properly payable from Eligible Revenues. All Reinvestments must be consistent with, and appropriate for supporting the redevelopment envisioned in the Redevelopment Plan, the EDC Application, and the ROD. The amount of any such Reinvestments must be commercially reasonable in light of the proposed sale or Leasing Activities on such EDC Property. And finally, the type of Reinvestments must be necessary for the sale of, or for the support of Leasing Activities on, the EDC Property (collectively, “**Proper Reinvestments**”).”

(c) No later than ninety (90) days after the end of any Fiscal Year (FY) that occurs wholly or partially within the Agreement Term, the Redevelopment Authority shall deliver audited financial documentation to support the claimed Reinvestments, which were used to support its sales of, or Leasing Activities on, the EDC Property and its improvements for that FY. Additionally, the Redevelopment Authority shall promptly deliver to the Government any statements or documentation supporting calculation of claimed Reinvestments and such additional documentation or information as the Government may reasonably request to enable the Government to determine the accurate calculation of Proper Reinvestments by the Redevelopment Authority for that FY.

(d) Based upon the audited annual financial statement, if the Government subsequently determines that the Redevelopment Authority did not calculate Proper Reinvestments correctly because certain claimed Reinvestments were not consistent with/appropriate for its sales or Leasing Activities, not commercially reasonable, not allocated to the EDC Property correctly, not necessary for its sales or Leasing Activities, or otherwise improperly claimed (collectively, the “**Curative Recalculation of Reinvestments**”), then the Government shall provide supporting documentation for its Curative Recalculation of Reinvestments to enable the Redevelopment Authority to verify the accuracy of the Government’s Curative Recalculation of Reinvestments. After any differences in calculations are reconciled, the Government will determine the correct amount of the Proper Reinvestments for that FY (the “**Final Proper Reinvestments**”) and notify the Redevelopment Authority.

7. **Recoupment of Eligible Revenues Not Properly Reinvested.** (a) Throughout the Agreement Term, Eligible Revenues must be expended solely for Final Proper Reinvestments, as determined by the Government. Upon the expiration of the Agreement Term, the aggregate total of all Eligible Revenues attributable to the Agreement Term that are not completely offset by the aggregate total of all Final Proper Reinvestments attributable to the Agreement Term generally must be paid as a cash recoupment payment to the Government no later than the Settlement Date, subject only to the final calculation process specified in this Section 7. A Settlement Date will be designated by the Government no later than one hundred and twenty (120) days after the expiration of the Agreement Term unless delayed as provided in Section 7(b). The amount of such cash recoupment payment shall be determined by the Government at least thirty (30) days prior to the Settlement Date (the “**Settlement Payment**”). The Government will issue specific payment instructions for such Settlement Payment, if any, at least ten (10) business days prior to the Settlement Date.

(b) To enable and facilitate the Government’s determination of the Settlement Payment, if any, within thirty (30) days after the expiration of the Agreement Term, the

Redevelopment Authority shall deliver to the Government (1) documentation supporting its Eligible Revenues and (2) documentation supporting all expenditures that it claims are Proper Reinvestments, but all such documentation shall only be for the period of time since the beginning of that FY up to the expiration of the Agreement Term. This supporting documentation shall include but is not limited to audited/unaudited financial statements for sales/Leasing Activities associated solely with the EDC Property. The Government, in its sole and absolute discretion, may request such further documentation and information to enable the Government to determine or verify the accurate calculation of Final Proper Reinvestments for the last partial FY in the Agreement Term and may delay the Settlement Date accordingly.

(c) Eligible Revenues that become due and payable to the Redevelopment Authority during the Agreement Term, but which the Redevelopment Authority does not collect/receive until after the last day of the Agreement Term, shall still be considered Eligible Revenues for calculation purposes. These Eligible Revenues may be offset by claimed Reinvestments if determined to be Proper Reinvestments by the Government, for which the Redevelopment Authority became contractually obligated to pay during the Agreement Term, even if the funds are not actually disbursed/expended from the Segregated Account(s) before the expiration of the Agreement Term.

(d) The agreements and obligations of the Parties in this Section 7 shall survive the termination of this Agreement or the expiration of the Agreement Term.

8. Compliance with Applicable Laws. The Redevelopment Authority shall comply, at its sole cost and expense (except for matters for which the Government remains obligated under applicable federal laws, other applicable laws for which the Government has waived its sovereign immunity in writing and hereunder pursuant to Sections 13, 14 and 15) with all federal, state and local laws, rules, regulations and ordinances, including without limitation Environmental Requirements (individually, an “Applicable Law” and collectively, “Applicable Laws”), which are applicable to the Redevelopment Authority or the EDC Property. The Government shall comply, at its sole cost and expense, with all federal laws and other laws for which the government has waived its sovereign immunity in writing which are applicable to matters for which the Government remains obligated.

9. Payment of Taxes and Charges Due. Except as set forth in Sections 13, 14 and 15, the Redevelopment Authority shall pay all costs and liabilities relating to the EDC Property conveyed by a Deed that arise out of or are attributable to the period from and after the effective date of such Deed.

10. Redevelopment Transactions Involving the EDC Property and Prohibition of Certain Transactions. (a) Prior to entering into any agreement associated with a sale or Leasing Activities that may generate revenues for the Redevelopment Authority, the Redevelopment Authority shall provide the Government a review period of up to fifteen (15) days from the date on which the Government acknowledges receipt of the proposed agreement by email. The Government, in its sole and absolute discretion, may request additional information about the structure of any proposed agreement and may provide input, but only within the fifteen (15) day review period. If the Government fails to request additional

information or provide input before the end of the review period, then the Redevelopment Authority is free to execute the proposed agreement. All such transactions shall be negotiated in good faith, at arm's-length, for fair market value to the Redevelopment Authority, as well as be structured and based on the local commercial real estate market conditions at that time; *however*, nothing stated herein shall give the Government any right or authority to disapprove or reject any such agreement, other than for reasons stated in Section 10(b).

(b) Prior to the end of the Agreement Term, without the prior written approval of the Government, the Redevelopment Authority shall not sell, lease or otherwise transfer any right, title, or interest in or to any portion of the EDC Property to a Person that is a Local Redevelopment Authority Affiliate. As used in this Agreement— (1) Person means any natural person, firm, joint venture, limited liability company, association, trust, partnership, corporation, public body (other than the Village of Rantoul and County of Champaign, Illinois) or any other legal entity, and (2) Local Redevelopment Authority Affiliate means (i) any Person who is related to or which is under common control with or controlled by a Person who holds a position of trust or responsibility with the Redevelopment Authority, or (ii) any other Person that has an ownership interest in the Person described in Section 10(b)(2)(i). This Section 10(b) shall not apply to competitive sales or Leasing Activities by the Redevelopment Authority conducted in accordance with Applicable Laws or any easements or rights-of-way reasonably necessary to support the construction of utility or roadway infrastructure in furtherance of development and reuse of the EDC Property.

11. Accounting and Audits.

(a) The Redevelopment Authority shall maintain at its principal place of business or such other place as agreed to by the Parties, a complete and accurate set of files, books and records of all business activities and operations conducted in connection with its performance under the EDC Documents. The Redevelopment Authority's records and accounts shall reflect all items of revenue and expense allocable to the development, sale, lease, management and operation of the EDC Property.

(b) No later than ninety (90) days after the completion of the annual audit for each fiscal year that includes any portion of the Agreement Term, the Redevelopment Authority shall deliver to the Government its audited financial statements for such fiscal year prepared by a certified public accountant.

(c) Until three (3) years after the expiration of the Agreement Term, the Government, acting through any of its duly authorized representatives (each an "Audit Entity" and collectively, the "Audit Entities"), at its sole expense, shall have access to, and the right to examine the books, documents, papers and records of the Redevelopment Authority relating to the EDC Documents.

12. **Protection of Wetlands.** The Land includes U.S. Army Corps of Engineers ("USACE") delineated wetlands ("Wetlands"), which are more particularly described/depicted on **Exhibit D**. All construction in or disturbances of Wetlands must comply with 33 C.F.R. §320 et seq. and any other Applicable Laws.

13. **Environmental Cleanup Liability.** (a) Except to the extent by its acts or omissions the Redevelopment Authority or a Redevelopment Authority Party (hereinafter defined) causes, exacerbates, or contributes to a Release or threat of Release into the environment from or on any part of Chanute of any Hazardous Substance or Hazardous Waste, the Redevelopment Authority does not assume, any liability (including liability to third parties or indemnification, defense or hold harmless obligations to the Government) or responsibility (i) relating to or arising from any injury, damages, or environmental impacts to the extent caused by the Release or Disposal of or exposure to any Hazardous Substance or Hazardous Waste on any portion of the Land occurring prior to the effective date of a Deed (or the migration onto the Land on or after the effective date of a Deed of any such Hazardous Substance or Hazardous Waste); (ii) relating to or arising from any claim or action, whether in existence now or brought in the future, alleging any injury, damages, or environmental impacts to the extent arising out of (1) the Release or Disposal of a Hazardous Substance or Hazardous Waste by the Government or its contractors on any portion of the Land whether occurring prior to, on or after the effective date of a Deed; (2) the Release or Disposal of a Hazardous Substance or Hazardous Waste by anyone other than the Redevelopment Authority and the Redevelopment Authority Parties on any portion of the Land or in the Improvements, whether occurring prior to, on or after the effective date of a Deed; (3) the Release or Disposal of or exposure to any Hazardous Substance or Hazardous Waste on or from any part of Chanute, including the Land or in the Improvements occurring prior to the effective date of a Deed; or (4) the performance by the Government of Environmental Requirements for which it continues to have responsibility after the effective date of a Deed; or (iii) to undertake an environmental investigation, response, removal, remediation, restoration or cleanup action relating to any such Release or Disposal of Hazardous Substances or Hazardous Wastes on or from any part of Chanute.

(b) For purposes of this Agreement:

(i) **“Disposal”** shall have the meaning set forth in Section 101(29) of CERCLA.

(ii) **“Environmental Requirements”** shall mean any statute, law, act, ordinance, promulgated rule or regulation, order, decree, permit, or ruling of any federal, Illinois and/or local government, or administrative regulatory body, agency, board, or commission or a judicial body, relating to the protection of human health and/or the environment or otherwise regulating and/or restricting the management, use, storage, disposal, treatment, handling, release, and/or transportation of a “Hazardous Substance,” as defined below in this **Section 13**, which are applicable to the EDC Property, including, without limitation, applicable provisions of CERCLA, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (“RCRA”), the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., and the Emergency Planning and Community Right To Know Act, 42 U.S.C. § 11001 et seq., as each of the same is amended or supplemented from

time to time. Environmental Requirements shall not include regulatory advisories or guidance which has not been duly promulgated under applicable federal, state, or local governmental rulemaking procedures.

(iii) **“Hazardous Substance”** shall have the meaning set forth in Section 101(14) of CERCLA and shall include a “pollutant or contaminant” as defined in Section 101(33) of CERCLA.

(iv) **“Hazardous Waste”** shall have the meaning set forth in RCRA and its implementing regulations, and in applicable Illinois environmental law.

(v) **“MEC”** shall have the meaning of “Munitions and Explosives of Concern” set forth in 32 C.F.R. §172.3 which currently includes “specific categories of military munitions that may pose unique explosives safety risks, such as UXO, as defined in 10 U.S.C. 101(e)(5); discarded military munitions, as defined in 10 U.S.C. 2710(e)(2); or munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. 2710(e)(3), present in high enough concentrations to pose an explosive hazard.”

(vi) **“Release”** shall have the meaning set forth in Section 101(22) of CERCLA.

(c) If the Redevelopment Authority or a Redevelopment Authority Party encounters what it believes to be MEC, a Hazardous Substance or Hazardous Waste during development activities (including pesticides, ACM or MEC which may constitute a Release or threatened Release of a Hazardous Substance or Hazardous Waste) such Person shall immediately cease such activities in the affected area, implement controls for the exposed MEC, Hazardous Substance or Hazardous Waste to minimize the potential airborne release or migration of or exposure to such substance, and promptly notify the Government. The Government shall promptly inspect the discovered substance and determine if a Government response or other mitigation is warranted under CERCLA, other federal laws or state or local laws for which the Government has waived its sovereign immunity in writing. If such substance warrants a response or other mitigation and is not the responsibility of the Redevelopment Authority under this Agreement or Applicable Law but is the responsibility of the Government under this Agreement or CERCLA, other federal laws or state or local laws for which the Government has waived its sovereign immunity in writing, then the Government shall take such actions. The Government will apprise the Redevelopment Authority of the action that will be taken and the projected timeline for completion of the response or other mitigation. The Redevelopment Authority or a Redevelopment Authority Party shall not resume development activities in the affected area until it receives written notice that it may do so from the Government.

(d) The Redevelopment Authority was notified and acknowledges that registered pesticides have been applied to the EDC Property and may continue to be present thereon. The Redevelopment Authority knows of no use of any registered pesticide in a manner

(1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”) (7 U.S.C. § 136, et seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose. The Redevelopment Authority agrees that if the Redevelopment Authority takes or directs any action with regard to the EDC Property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a Release of, a threatened Release of, or an exposure to, any such pesticide, the Redevelopment Authority assumes all responsibility and liability therefor.

(e) The Redevelopment Authority acknowledges that the Government shall have no responsibility for any abatement, removal or containment of ACM in any of the EDC Property after the effective date of the Deed for said property. (An express exception to the preceding statement is the ongoing work associated with the USACE contract to abate and remove ACM and fill in the steam line vaults pursuant to the Amended and Restated Memorandum of Agreement, dated December 2, 2013, attached as **Exhibit E**). If the Redevelopment Authority or a Redevelopment Authority Party conducts activities that uncover buried pipelines, buried ACM or ACM interspersed in soil, the responsibility of the Government for such ACM shall be limited to friable ACM in demolition debris or soil associated with past Government activities and the Government only shall be obligated under this Agreement to take such actions, if any, required by Section 120(h)(3) of CERCLA, other federal laws or state or local laws for which the Government has waived its sovereign immunity in writing.

14. **Environmental Indemnification.** Except as otherwise provided by Applicable Law, the Redevelopment Authority shall indemnify, defend, save, and hold harmless the Government from any costs or claims to the extent arising from or related to the Redevelopment Authority’s failure to comply with, or the Redevelopment Authority’s acts or omissions resulting in responsibility or liability under, Environmental Requirements, including but not limited to response actions, removal, remedial or restoration actions, or other costs, damages, expenses, liabilities, fines, or penalties to the extent they result in any way from releases, discharges, emissions, spills, storage, handling, disposal, or any other acts or omissions by the Redevelopment Authority, its officers, agents, employees, contractors, subcontractors or any lessees or licensees, or the invitees of any of them (individually an “**Redevelopment Authority Party**” or collectively the “**Redevelopment Authority Parties**”). Such indemnification also shall include, but not be limited to, any costs or claims arising from or related to any damage to property, or injury to or death of a person to the extent that the Redevelopment Authority’s negligence, gross negligence or willful misconduct caused or contributed to such damage, injury or death. The obligations of the Redevelopment Authority under this **Section 14** do not extend to claims arising from or related to acts or omissions of officers, agents, contractors or employees of the United States where the Federal Tort Claims Act would apply or claims for which the Government is solely responsible and liable under Applicable Laws that expressly waive the sovereign immunity of the United States. The Government shall give the Redevelopment Authority notice of any claim against it covered by this indemnity as soon as practicable after learning of it. In the event that the Redevelopment Authority is so informed, it shall have the right, but not the obligation to participate in the defense of such claim. The obligations of the Redevelopment Authority under this **Section 14** shall survive the termination of this Agreement or the expiration of the Agreement Term.

15. **Risk of Loss and General Indemnification.** Except as otherwise provided by Applicable Law or in **Sections 13, 14** and this **Section 15**, the Redevelopment Authority shall bear all risk of loss or damage to property and injury or death to Persons by reason of or incident to its activities relating to the EDC Property. The Redevelopment Authority, to the extent permitted by Applicable Laws, shall indemnify, save and hold harmless the Government, its officers, agents and employees from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon bodily injury, death, or property damage resulting from, related to, caused by or arising out of the activities of the Redevelopment Authority relating to the EDC Property and its improvements. The agreement of the Redevelopment Authority contained in this **Section 15** does not extend to claims caused by the negligence or wrongful act or omission of the officers, agents, contractors, or employees of the Government, where the Federal Torts Claims Act would apply without contributory fault on the part of any Person. The Government shall give the Redevelopment Authority written notice of any claim against it covered by this indemnity as soon as practicable after learning of it. The obligations of the Redevelopment Authority under this **Section 15** shall survive the termination of this Agreement or the expiration of the Agreement Term.

16. **Maintenance of the EDC Property.** From the effective date of a Deed, the Redevelopment Authority shall maintain the EDC Property that will not be demolished, discarded or materially altered as part of the redevelopment of the EDC Property in good order, normal wear and tear excepted, in compliance with Applicable Laws.

17. **Disputes.** (a) Any dispute between the Government and the Redevelopment Authority arising under or related to this Agreement which the Parties are unable to resolve by negotiation shall be decided by the Director, Installations Directorate, Air Force Civil Engineer Center (the "**AFCEC/CI Director**") or a successor in function. The AFCEC/CI Director shall provide written notice to the Parties of his decision ("**Decision**"). The Decision shall be final and binding on the Parties unless, within thirty (30) days from receipt of the Decision, the Redevelopment Authority provides written notice to the AFCEC/CI Director, by certified mail, that it has appealed the Decision to the Deputy Assistant Secretary of the Air Force (Installations) (the "**Deputy Secretary**") or a successor in function.

(b) The Deputy Secretary shall give the Parties an opportunity to be heard and offer evidence in support of their respective positions and shall render a decision by a date mutually agreed upon by all Parties. The decision of the Deputy Secretary shall be final and binding on the Parties unless appealed to a court of competent jurisdiction as provided in **Section 17(c)** below.

(c) After exhausting the administrative remedies specified in **Sections 17(a)** and **17(b)** above, either Party may:

- (i) Pursue any remedy available to it under Applicable Law; or
- (ii) Before or in conjunction with pursuing any remedy available to it under law, by mutual agreement, submit the dispute to an alternative dispute resolution procedure authorized by the

Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583).

(d) The Parties shall diligently perform their respective obligations under this Agreement pending a final and binding resolution of the dispute.

18. Events of Default, Termination and Remedies.

(a) For purposes of this Agreement, each of the following shall be an event of default (“Event of Default”):

(i) The failure by the Redevelopment Authority to accept the conveyance or transfer of any portion of the EDC Property that is offered in a Disposal Phase by the Government on or before the Closing Date;

(ii) The failure by the Redevelopment Authority to accept the entirety of the EDC Property on or before the Final Closing Date; and

(iii) The default in the performance or observance of any other of the terms, covenants, obligations or agreements by a Party under this Agreement and continuation of such default after written notice thereof to the defaulting party for a period of thirty (30) days.

(b) Upon the happening and continuance of an Event of Default the non-defaulting Party shall have the following remedies:

(i) For an Event of Default under **Section 18(a)(i)** or **18(a)(ii)**, the Government shall have the right to terminate this Agreement by notifying the Redevelopment Authority thereof, in which event the Redevelopment Authority shall have no further right to acquire any portion of the EDC Property from the Government pursuant to this Agreement or any other conveyancing mechanism; and

(ii) For any other Event of Default, the non-defaulting Party shall have the right to take whatever action at law or in equity is necessary or desirable to enforce any term, covenant, obligation or agreement of the defaulting Party.

(c) No delay or omission in the exercise of any right or remedy available upon the happening and continuance of any Event of Default shall impair any such right or remedy or shall be construed as a waiver thereof, but any such right or remedy may be exercised from time to time and as often as may be deemed appropriate.

(d) All rights and remedies given or granted to a Party in this Agreement are cumulative, nonexclusive, and are in addition to any and all rights and remedies that such Party may have by reason of any law, statute, ordinance, or otherwise.

(e) If the Government and Redevelopment Authority fail to mutually agree on a Closing Date within sixty (60) days of the date on which the Government provides written notice to the Redevelopment Authority that it wants to set the Closing Date, the Government also shall have the right to terminate this Agreement by providing written notice thereof to the Redevelopment Authority, in which event the Redevelopment Authority shall have no further rights to acquire any portion of the EDC Property pursuant to this Agreement.

19. **Covenant Against Contingent Fees.** The Redevelopment Authority warrants that no Person or agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial agencies retained by the Redevelopment Authority for the purpose of obtaining business. The Government may annul this Agreement without liability, or in its discretion, require the Redevelopment Authority to pay the full amount of any commission, percentage, brokerage, or contingent fee to the Government for breach or violation of this warranty.

20. **Officials Not to Benefit.** No member of or delegate to the Congress of the United States of America or Resident Commissioner of the United States shall be admitted to any share or part of this Agreement, or to any benefit that may arise from it. This provision will not be construed to extend to this Agreement if made with a corporation for its general benefit.

21. **Gratuities.** The Government may, by written notice to the Redevelopment Authority, terminate this Agreement if it is found after notice and hearing, by the Secretary of the Air Force, or his duly authorized representative, that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Redevelopment Authority, or any Redevelopment Authority Party, to any officer or employee of the Government with a view toward obtaining an agreement or favorable treatment regarding the awarding or amending, or the making of any determinations regarding the performing of that agreement; provided that the existence of the facts upon which the Secretary of the Air Force or his duly authorized representative makes a finding, will be an issue and may be reviewed in any competent court. In the event this Agreement is terminated, the Government shall have the right to pursue any of the remedies it could pursue in the event of a breach of this Agreement by the Redevelopment Authority, and in addition to any other damages to which it may be entitled by law, exemplary damages in an amount determined by the Secretary of the Air Force or his duly authorized representative, which will be not less than three (3) or more than ten (10) times the costs incurred by the Redevelopment Authority in providing any gratuities to any officer or employee. The rights and remedies of the Government provided in this Section do not exclude any other rights and remedies provided by law or under this Agreement.

22. **No Joint Venture.** Nothing contained in this Agreement or any other EDC Document will make, or will be construed to make, the Parties partners or joint venturers with each other, it being understood and agreed that the only relationship between the Government and the Redevelopment Authority under the EDC Documents is that of grantor and grantee, vendor and vendee, and seller and buyer, as applicable. Nothing in this Agreement will render, or be construed to render, either of the Parties liable to any third party for debts or obligations of the other Party.

23. **Failure of Government to Insist on Compliance.** The failure of either Party to insist in any one or more instances, upon strict performance of any of the terms, covenants, obligations or agreements of this Agreement will not be construed as a waiver or a relinquishment of the such Party's rights to the future performance of any of those terms, covenants, obligations or agreements of the failing Party for future performance shall continue in full force and effect.

24. **Governing Law.** This Agreement shall be governed by and construed in accordance with federal law and the laws of the State of Illinois; provided, that in the event of a conflict between federal law and the laws of the State of Illinois, the federal law shall govern.

25. **Assignment and Recording.** This Agreement, or any interest in the Land transferred by this Agreement, shall not, from the Effective Date and during the Agreement Term, be assigned or encumbered for security interest purposes or otherwise, without the Government's prior written consent. The consent by the Government to any act of assignment shall apply only to the specifically authorized transaction. Such consent is within the Government's sole and absolute discretion.

26. **General Rules of Construction.** (a) The singular form of any word used herein shall include the plural, and vice versa, unless the context otherwise requires. The use herein of a pronoun of any gender shall include correlative words of the other genders.

(b) All references herein to "Sections," and other subdivisions hereof are to the corresponding Sections or subdivisions of this Agreement as originally executed; and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, or subdivision hereof.

(c) The headings or titles of the several Sections hereof shall be solely for convenience of reference and shall not limit or otherwise affect the meaning, construction or effect of this Agreement or describe the scope or intent of any provisions hereof.

(d) Every "request," "order," "demand," "application," "appointment," "notice," "statement," "certificate," "consent," or similar action hereunder (each a "notice") by any Party shall, unless the form thereof is specifically provided, be in writing signed by a duly authorized representative of such Party with a duly authorized signature.

(e) The Parties acknowledge that each of them and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting Party shall not apply in the interpretation of this Agreement or any amendment, supplement, appendix or exhibit hereto or thereto.

27. **Counterparts.** This Agreement may be executed in two (2) counterparts, each of which is deemed an original and both of which shall constitute one and the same instrument.

28. **Notices.** Whenever the Government or the Redevelopment Authority desires to give or serve upon the other any notice relating to this Agreement, such notice shall be in writing and shall not be effective for any purpose unless it shall be given or served by (a) delivering it

using a reputable over-night delivery service, in duplicate, to the Party to whom it is directed, or (b) mailing it using the U.S. Postal Service, in duplicate, to the Party to whom it is directed by certified first-class mail, postage prepaid, return receipt requested addressed as follows:

If to the Redevelopment Authority:

Village of Rantoul
Attn: Mayor
Municipal Building
333 South Tanner
Rantoul, IL 61866

If to the Government:

U.S. Postal Service

AFCEC/CIB
2261 Hughes Avenue, Suite 155
JBSA Lackland, TX 78236
Attn: Chief, BRAC Program Management Division

All Other Delivery Services

AFCEC/CIB
3515 S. General McMullen
San Antonio, TX 78226
Attn: Chief, BRAC Program Management Division

or to any other address or addresses that the Government or the Redevelopment Authority may from time to time designate by notice given by certified mail. Every notice shall be deemed to have been given on the date of the documented receipt of such delivery at the address set forth above (or such other address designated pursuant hereto) or if sent by certified first-class mail, postage prepaid, return receipt requested. If delivery is refused, notice shall be deemed to have been given upon the date of refusal to accept delivery/service.

29. **Amendments.** This Agreement may be amended by mutual agreement of the Parties in a writing duly executed by each of the Parties.

30. **Successors and Assigns; Beneficiaries.** This Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and assigns, but only if such successors and assigns are permitted by this Agreement. No third party is intended to be a beneficiary of this Agreement which is for the sole benefit of the Parties.

31. **Exhibits and Appendices.** The following exhibits and appendices are attached to and made a part of this Agreement by this reference for all purposes:

Exhibit A	Legal Description of EDC Land Area
Exhibit A-1	Map Depicting the EDC Land Area and Improvements (EDC Property)
Exhibit B	Excluded Improvements and Personal Property
Exhibit C	Intentionally Omitted
Exhibit D	Delineated Wetlands
Exhibit E	Amended and Restated Memorandum of Agreement, dated December 2, 2013
Exhibit F	Defined Terms
Appendix 1	Form of the Quitclaim Deed
Appendix 2	Form of the Bill of Sale

32. **Entire Agreement.** This Agreement is the entire agreement between the Parties concerning the EDC, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either Party unless in writing and signed by both Parties.

33. **Document to Control.** In the event of conflict or inconsistencies between the provisions in any of the leases in furtherance of conveyance that are related to any portion of the EDC Property and this Agreement, the provisions in this Agreement shall control.

34. **Time Is of the Essence.** The Parties agree that time is of the essence regarding all provisions and requirements set forth in this Agreement.

35. **Good Faith and Further Assurances.** The Parties acknowledge that it is their mutual intent to effectuate an orderly, expeditious, and mutually beneficial conveyance of the entirety of the EDC Property. To that end, any ambiguities herein shall, to the extent practicable, be construed in a way most liberally conducive to achieving the aforesaid intent. Except where a Party hereto is specifically permitted to act in its "sole and absolute discretion," each Party hereto agrees to act reasonably and in good faith with respect to the performance and fulfillment of each and every term, condition, obligation or agreement contained in this Agreement, including without limitation, executing any instruments necessary or desirable to effectuate the purposes of this Agreement.

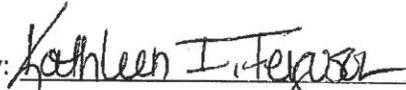
(The remainder of this page is intentionally left blank)

[Government Signature Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

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

By:



KATHLEEN I. FERGUSON, P.E.

Principal Deputy Assistant Secretary of the Air Force
Performing Duties as Assistant Secretary for
Installations, Environment and Logistics

[Redevelopment Authority Signature Page]

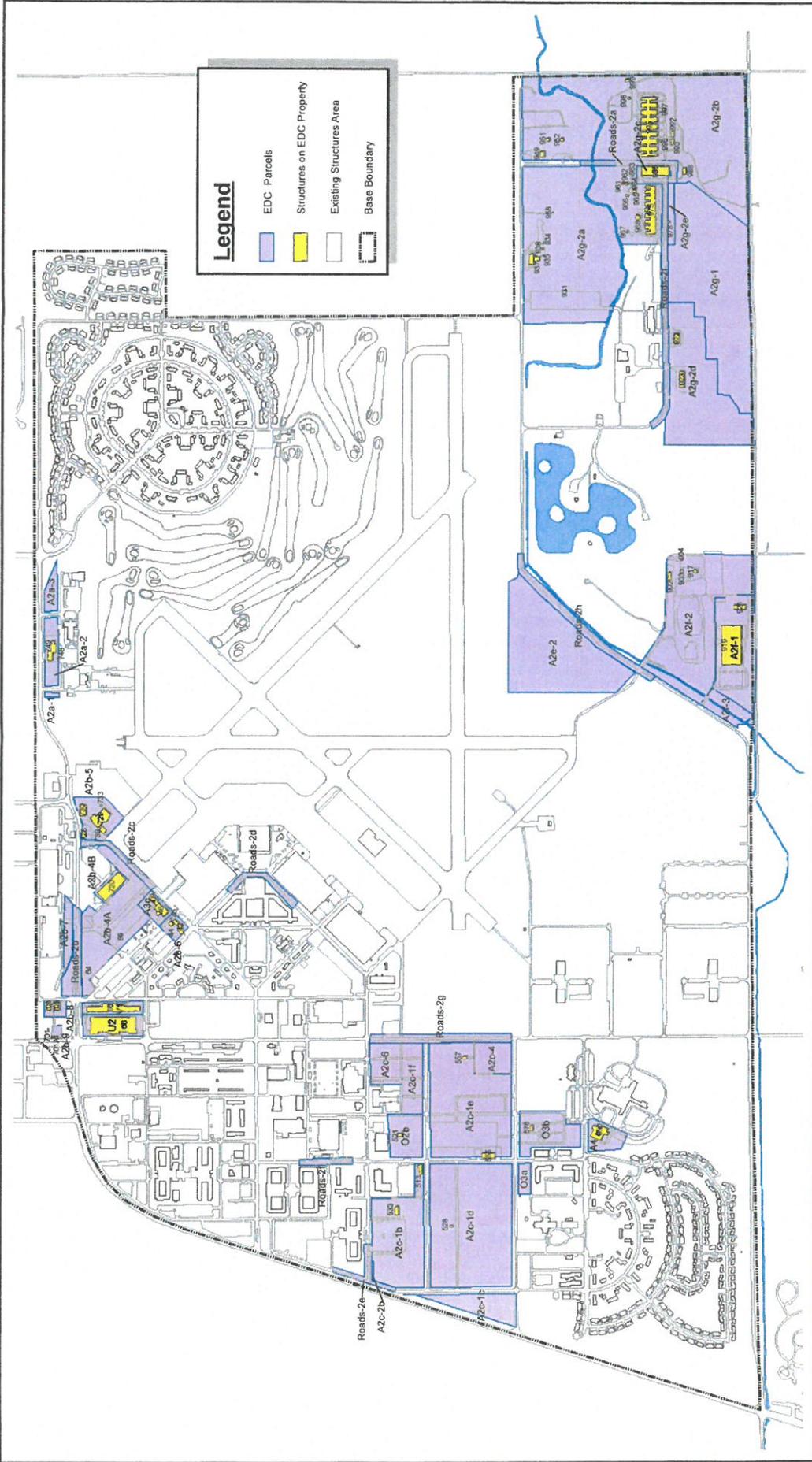
VILLAGE OF RANTOUL,

a municipality duly authorized and existing under
the Constitution and laws of the State of Illinois,
serving as the Redevelopment Authority

By: Charles Smith

CHARLES SMITH MAYOR
Printed Name and Title

September 10, 2014



Air Force
Civil Engineer Center
August 2014



Exhibit A-1
EDC Property
Former Chanute AFB
Rantoul, Illinois

c:\gis\drive\arcview\proj\Chanute\EDC_Parcels_Nov2013\EDC_Property_Esh_A1.mxd

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE _____ OF _____

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 3, 2019
SUMMARY HIGHLIGHTS:	
<p>The Village of Rantoul entered into a professional service agreement with OSF Healthcare System (formerly Provena Covenant Medical Center) on March 13, 2007 to provide ambulance service to the Village of Rantoul (Resolution 03-07-1031).</p> <p>The initial term of the agreement expired on December 31, 2009. The Village of Rantoul and OSF Healthcare System agreed to extend the agreement on four prior occasions:</p> <p style="padding-left: 40px;">Amendment One: January 1, 2010-December 31, 2012 Amendment Two: January 1, 2013-December 31, 2015 Amendment Three: January 1, 2016-December 31, 2018 Amendment Four: January 1, 2019-December 31, 2019</p> <p>The fifth amendment extends the agreement one (1) year from January 1, 2019 through December 31, 2019.</p>	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL <i>Anthony J. Brown</i>	VILLAGE ADMINISTRATOR <i>Scott Eisenhauer</i>

REZONING PETITION

**Nick Kallergis DBA Buddy
Bells**

629 West Champaign Ave

TO: The Planning and Zoning Commission
for the Village of Rantoul,
Champaign County, Illinois

Planning and Zoning Case Number: _____
Date of Filing: _____
[For Village Use Only]

APPLICATION FOR ZONING CHANGE REQUEST

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

Name(s): Nick Kallergis

Address(es): 629 W Champaign Ave, Rantoul, IL 61866

Daytime Phone: 630 750 6998

E-mail Address: Nick@buddybells.com

Nature of Property Interests: () Owner () Contract Purchaser
() Other _____

Date Property Interests Acquired: _____

2. **Property:** Set forth the legal description, common address and zoning classification of the property. (NOTE: The Village of Rantoul CANNOT fill in the legal description for you. You can find the legal description on a copy of your deed or mortgage or by means of a title search. If the legal description is not listed below on this application, then the application will not be accepted.)

629 W. Champaign Ave., Rantoul, IL

Property's Common Address: Zoning Classification: R-2 Single-Family Residential District

Legal Description (Attach additional sheet, if necessary):

For APN/Parcel ID(s): 20-09-03-152-001

Part of the Southwest Quarter of the Northwest Quarter of Section 3, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows:

Beginning at the point of intersection of the East line of Malsbury Drive in Addition II to Broadmeadow Subdivision, Rantoul, Illinois, being part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of said Section Three (3), a plat of said Addition II having been re-recorded with the Recorder of Champaign County on July 5, 1963 in Book "D" of Plats at page 16, as Document 698341, and the South right of way line of State Bond Issue Route 119 (marked U.S. Route 136) as in existence at that time, thence South along the East line of said Malsbury Drive for a distance of 210 feet, more or less, to the Northwest corner of Lot 13 of Broadmeadow Addition II; thence East along the North lines of Lots 13, 12, and 11 in said Addition II for a distance of 173 feet, thence North parallel to the East line of said Malsbury Drive in said Addition II for a distance of 210 feet, more or less, to the South right of way line of said State Bond Issue Route 119, thence West along the South right of way line of said State Bond Issue Route 119 for a distance of 173 feet, more or less, to the point of beginning, in Champaign County, Illinois.

EXCEPT that part thereof conveyed to the State of Illinois for highway purposes, by deed recorded July 27, 1967 in Book 853 at page 453 as Document No. 764210.

Present Zoning Classification: R-2 Single-Family Residential District

Requested Zoning Classification: C-2 General Commercial District

4. State briefly the reasons for requesting the zoning change and describe any construction that you contemplate if the change is granted.

We are requesting the zoning change to allow for the proposed Fast Food Restaurant (Taco Bell) to operate. If this change is granted, our scope shall ^{consist of} ~~be~~ the redevelopment of the subject property which will include the construction of the new franchise building with an accessory drive-thru.

5. Attach to this application a Plat Plan, approximately to scale, of the property showing the lot lines, dimensions, and where the zoning change is sought. The Plat Plan should be on paper no larger than 8 1/2" x 11".

6. List the names and address of all adjacent property owners. (Adjacent property owners means the owners of property that physically touch your property. Exclude property owners across streets and alleys. List this information on a separate sheet of paper.)

7. **Filing Fee and Cost of Publication**. Attach the filing fee in the form of a check made payable to the Village of Rantoul in the amount of \$50.00. The costs of publishing any notices(s) of the public hearing to be held in connection with this application must also be paid by the Applicant(s) in the form of a check made payable to the Village of Rantoul upon being billed by the Village of Rantoul for such costs.

DATED this 30th day of September, A.D. 2019.



APPLICANT SIGNATURE

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

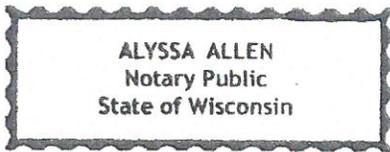
DATED this 9th day of September, 2019.

Nick Krall
Applicant(s)

Applicant(s)

Subscribed and sworn to before me this
9th day of September, 2019.

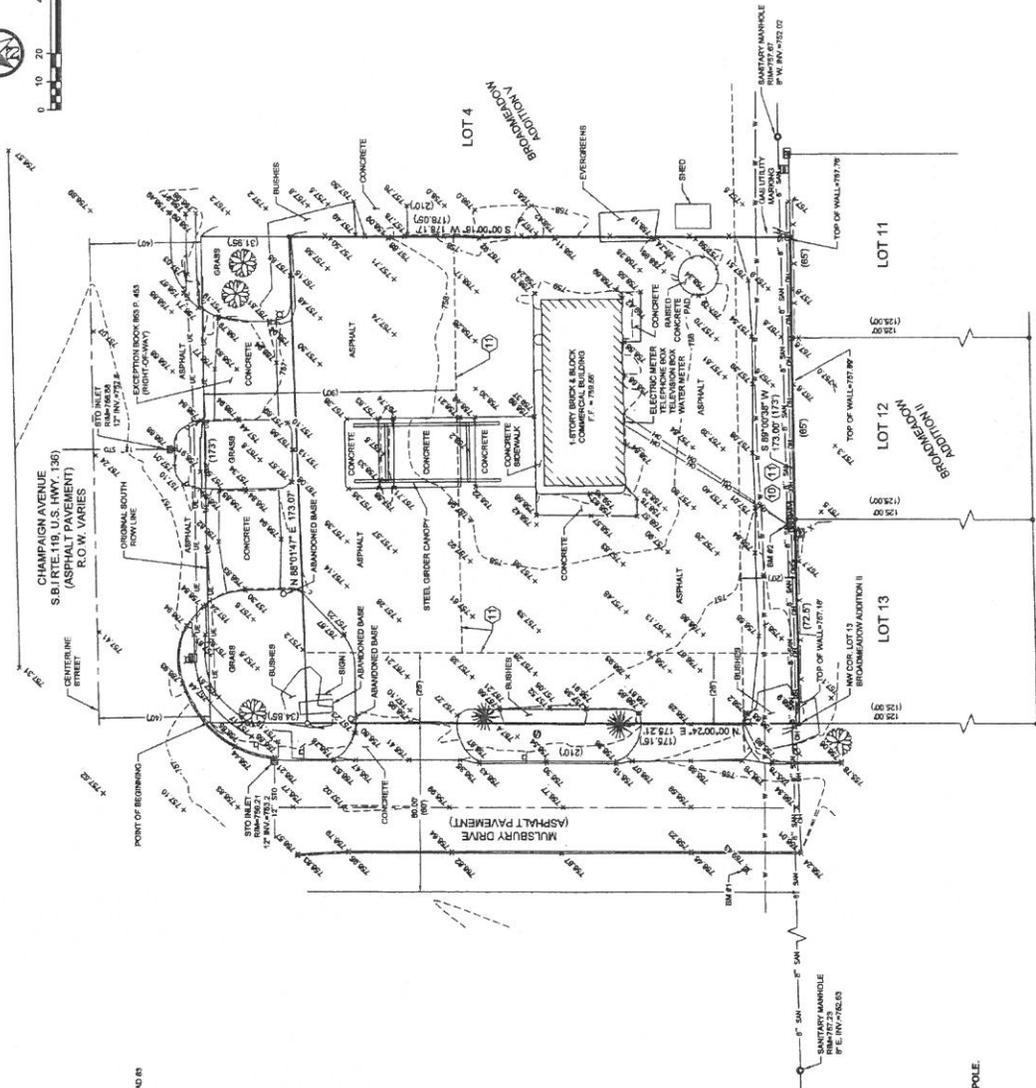
Alyssa Allen
Notary Public



ALTANSPS LAND TITLE SURVEY
 A PART OF THE SOUTHWEST OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 21 NORTH,
 RANGE 9 EAST, OF THE THIRD PRINCIPAL MERIDIAN,
 VILLAGE OF RANTOUL
 CHAMPAIGN COUNTY, ILLINOIS



- LEGEND**
- BOUNDARY OF TRACT(S) SURVEYED
 - EXISTING SURVEY LINE
 - FENCE LINE
 - x- STORM SEWER PIPE
 - s- SANITARY SEWER PIPE
 - w- WATER LINE
 - u- OVERHEAD UTILITY LINE
 - e- UNDERGROUND ELECTRIC
 - c- CENTRAL LINE
 - IRON ROD FOUND
 - (N 00°00'00" W 100.00')
 - (N 00°00'00" W 100.00')
 - MEASURED BEARING & DISTANCE - 1:5 P AND 0.5
 - SANITARY MANHOLE
 - SIGN
 - STORM INLET
 - LIGHT
 - UTILITY POLE
 - GUY ANCHOR
 - TELEVISION PEDestal
 - TELEPHONE PEDestal
 - MAILBOX
 - TREE (DECIDUOUS)
 - TREE (CONIFEROUS)
 - STUMP
 - SET STATION
 - IRON ROD FOUND
 - HOLE



BENCHMARK #1:
 NORTH TOP CAP NUT OF HYDRANT.
 ELEVATION 789.43'

BENCHMARK #2:
 MAG NAIL SET IN NORTH FACE OF UTILITY POLE.
 ELEVATION 789.30'

PRECISION ENGINEERING GROUP, INC.
 P.O. BOX 784 CHAMPAIGN, ILL. 61824-0784
 CIVIL ENGINEERING - LAND SURVEYING



DATE	BY	REVISION

628 WEST CHAMPAIGN AVENUE
 PART OF SEC. 3, T. 21 N., R. 9 E., 3rd P.M.
 RANTOUL, ILLINOIS

ALTANSPS LAND TITLE SURVEY

SHEET
 2 OF 2

List of Property Owners Within 250 Feet of the Subject Property

Property: 629 W. Champaign Ave., Rantoul, IL

Parcel Number	Site Address	Owner Name	Owner Address
20-09-03-152-019	625 W Champaign Ave, Rantoul, IL 61866	Pagitt, Denzel W	625 W Champaign Ave, Rantoul, IL, 618662101
20-09-03-152-020	621 W Champaign Ave, Rantoul, IL 61866	Rawlings, Dan W	621 W Champaign Ave, Rantoul, IL, 618662101
20-09-03-152-021	617 W Champaign Ave, Rantoul, IL 61866	Pfarr, David L	617 W Champaign Ave, Rantoul, IL, 618662101
20-09-03-152-006	648 Broadmeadow Rd, Rantoul, IL 61866	Schultz, William E	648 Broadmeadow Rd, Rantoul, IL, 618662108
20-09-03-152-008	640 Broadmeadow Rd, Rantoul, IL 61866	Cross, Terry D	640 Broadmeadow Rd, Rantoul, IL, 618662108
20-09-03-152-009	636 Broadmeadow Rd, Rantoul, IL 61866	Hinman, Bruce D & Deborah	636 Broadmeadow Rd, Rantoul, IL, 618662108
20-09-03-152-010	632 Broadmeadow Rd, Rantoul, IL 61866	Johnson, Lisa	632 Broadmeadow Rd, Rantoul, IL, 618662108
20-09-03-152-011	628 Broadmeadow Rd, Rantoul, IL 61866	Sjoken, Gary L	628 Broadmeadow Rd, Rantoul, IL, 618662108
20-09-03-152-012	624 Broadmeadow Rd, Rantoul, IL 61866	Buchanan, Norma J	624 Broadmeadow Rd, Rantoul, IL, 618662108
20-09-03-153-001	401 Masilbury Dr, Rantoul, IL 61866	Yagich, Mildred	2767 Cr 2000E, Rantoul, IL, 618660000
20-09-03-153-002	645 Broadmeadow Rd, Rantoul, IL 61866	Richter, Margerete Trust Maxine P Birch Trustee	1333 Laurel Dr, Rantoul, IL, 618661232
20-09-03-153-003	641 Broadmeadow Rd, Rantoul, IL 61866	Cuevas, Fidel	641 Broadmeadow Rd, Rantoul, IL, 618662107
20-09-03-153-004	637 Broadmeadow Rd, Rantoul, IL 61866	Frerichs, Lauren	111 N Chanute St, Rantoul, IL, 618662501
20-09-03-153-005	633 Broadmeadow Rd, Rantoul, IL 61866	Simpkins, Mary	633 Broadmeadow Rd, Rantoul, IL, 618662107
20-09-03-153-006	629 Broadmeadow Rd, Rantoul, IL 61866	Buchner, April C	629 Broadmeadow Rd, Rantoul, IL, 618662107
20-09-03-155-004	709 D Broadmeadow Rd, Rantoul, IL 61866	Tadlock, Ruthmary	709 Broadmeadow Rd APT D, Rantoul, IL, 618662147
20-09-03-155-005	709 C Broadmeadow Rd, Rantoul, IL 61866	KTRIM LLC	425 Glenwood Dr, Rantoul, IL, 618662203
20-09-03-155-006	709 B Broadmeadow Rd, Rantoul, IL 61866	Roeco Enterprises Inc.	PO Box 583, Rantoul, IL, 618660583
20-09-03-155-007	709 A Broadmeadow Rd, Rantoul, IL 61866	Lieb, Andrea L	709 Broadmeadow Rd APT A, Rantoul, IL, 618662146
20-09-03-155-008	709 H Broadmeadow Rd, Rantoul, IL 61866	Panzer, James A	709 Broadmeadow Rd APT H, Rantoul, IL, 618662147
20-09-03-155-009	709 G Broadmeadow Rd, Rantoul, IL 61866	Hart, James R	709 Broadmeadow Rd APT G, Rantoul, IL, 618662147
20-09-03-155-010	709 F Broadmeadow Rd, Rantoul, IL 61866	Roeco Enterprises Inc.	PO Box 583, Rantoul, IL, 618660583
20-09-03-155-011	709 E Broadmeadow Rd, Rantoul, IL 61866	Roeco Enterprises Inc.	PO Box 583, Rantoul, IL, 618660583
20-09-03-151-004	711 W Champaign Ave, Rantoul, IL 61866	McDonalds Restaurant	604 E Crescent St, Gilman, IL, 609381709
20-09-03-151-018	715 W Champaign Ave, Rantoul, IL 61866	Parr Financial USPS	1300 SW 5th Ave. STE 2815, Portland, OR, 972015619
20-09-03-102-010	640 W Champaign Ave, Rantoul, IL 61866	Gordon, Maurice A & Ruth K	1421 County Road 2900 N, Rantoul, IL 618669714
20-09-03-102-017	616 W Champaign Ave, Rantoul, IL 61866	Brooks, Mark D	616 W Champaign Ave, Rantoul, IL, 618662120



**PLANNING & ZONING DEPARTMENT
PRELIMINARY STAFF REPORT**

PETITION: 629 W Champaign – Taco Bell

DATE PREPARED: 11/19/2019

A. IDENTIFYING INFORMATION

REQUEST: The petitioner Nick Kallergis DBA Buddy Bells is requesting that the property commonly known as 629 W. Champaign Ave. be rezoned from R2 (Single Family Residential) to C2 (General Commercial) to allow for construction of a Taco Bell restaurant at that location.

DATE PETITION FILED: 09/30/19

SITE DESCRIPTION: The site is on the South side of West Champaign Ave. immediately East of Malsbury Dr. and is approximately 173 feet in width (East/West) and 177 feet deep (North/South). The property is approximately .7 acres in size. The property is currently contains a single story commercial building, that most recently housed a used car dealership but is presently vacant.

PROPOSED PHYSICAL IMPROVEMENTS, CHANGES AND/OR ADDITIONS

TO THE PROPERTY: Demolition of existing building and parking lot and construction of a new 2,129 sq. ft. building, plus parking lot, landscaping and other site improvements.

EXISTING ZONING:

SUBJECT PARCEL -	R2
NORTH of PARCEL -	R1
SOUTH of PARCEL -	R2
EAST of PARCEL -	R2
WEST of PARCEL -	C2

EXISTING LAND USE:

SUBJECT PARCEL -	Vacant Commercial Building
NORTH of PARCEL -	Residential
SOUTH of PARCEL -	Residences
EAST of PARCEL -	Residences
WEST of PARCEL -	Fast Food Restaurant

B. CONFORMITY WITH COMPREHENSIVE PLAN

FUTURE LAND USE MAP DESIGNATION: General Commercial –

The proposed land use change for this property is vacant/undeveloped to commercial/retail. This zoning change is consistent with the Future Land Use Map and the uses allowed by the change would be consistent with the development of the immediate area.

C. CONFORMITY WITH ZONING REGULATIONS

1. HAVE ALL HEIGHT, BULK AND SETBACK REQUIREMENTS BEEN MET?

Yes

2. HAVE PARKING SPACE REQUIREMENTS BEEN MET?

Yes

3. HAVE MINIMUM LANDSCAPING AND BUFFERING STANDARDS BEEN MET?

Yes

4. IS PROPOSED SIGNAGE IN COMPLIANCE WITH THE ORDINANCE?

Yes

5. IS THE PRESENT USE A NON-CONFORMING USE?

Yes, The used car sales activity would have been nonconforming due to the residential zoning that has been present on the site for some time.

6. IS EXISTING DEVELOPMENT IN THE GENERAL AREA CONTRARY TO THE ZONING ORDINANCE? (ie. non-conformities, variations, violations)

No

D. IMPACT ON SURROUNDING NEIGHBORHOOD

PRESENT CHARACTER OF NEIGHBORHOOD: The area to the West is primarily commercial in character with a number of different businesses while the development to the South and East is residential in character and consists mostly of single family residences.

1. Has there been a considerable change in the land use pattern of the area in the past 10 years? No

2. Will change be contrary to the general welfare? (i.e. excessive noise or traffic) No

3. Would the proposed change jeopardize public safety in the vicinity of the property? (i.e. dangerous traffic patterns) No

4. Would the change adversely influence living conditions in the vicinity due to any type of pollution? No

5. May property values in the vicinity be adversely affected by change? ?

6. Will the proposed change create a conflict with existing neighboring uses? ?

7. Would change substantially alter the population density of the area and thereby harmfully increase the load on public facilities? No

8. Are there other sites in the neighborhood with this proposed use in existence? Yes

9. Would the change result in significant private investment which No

would be beneficial to the redevelopment or revitalization of a deteriorating area?

E. IMPACT ON INFRASTRUCTURE AND SERVICES

ANTICIPATED IMPACT TO EXISTING:

PUBLIC INFRASTRUCTURE – The subject property would be accessed via both West Champaign Ave. and Malsbury Dr. West Champaign Ave. is an US Route and an IDOT controlled roadway and currently carries an average of 13,400 vehicles per day in this area. Malsbury Dr. is a local street that will provide secondary access and it currently carries an average of 800 vehicles per day. The proposed change and subsequent development is expected to generate an increase in vehicle trips per day, with an additional 300-350 vehicle trips per day expected.

MUNICIPAL SERVICES – No additional roadways or infrastructure would come under the jurisdiction of the Village or need to be maintained by the Village going forward.

UTILITIES – All connections would be made to existing utility infrastructure in the immediate area.

F. UNANSWERED QUESTIONS

1. Specific Lighting / Landscaping / Screening to be used for site?
2. Type of fence to be placed along property line?
3. Litter containment/trash collection?
4. Additional concerns of neighboring residents/property owners?

G. STAFF RECOMMENDATION

Based on the information currently available, and without the benefit of additional information that may be presented at the public hearing, the Planning & Zoning Department recommends APPROVAL of this request to rezone the property commonly known as 629 W Champaign Ave from R2 to C2 General Commercial to allow for the construction of a Taco Bell restaurant at that location subject to the following conditions:

1. None.

The requested rezoning is generally consistent with the Future Land Use Map designation for the area, and it is anticipated that no further land uses changes will occur in the immediate vicinity in the future. The request is generally consistent with the goals and objectives of the Comprehensive Plan because it provides for development of the community in an area where services and utilities are already in place to support such development and encourages the redevelopment and reuse of an existing vacant/underutilized property.

According to the Zoning Ordinance, the C-2 Zoning District is “intended to provide a variety of commercial uses meeting the general shopping, service, and business needs of the Village and wider geographic area.” Rezoning of the site to C-2 would be consistent with the surrounding zoning particularly as it relates to the Commercial corridor to the West.

The requested rezoning will meet the LaSalle Case Criteria. Specifically, the proposed zone would be compatible with existing land uses and other zoning designations in the vicinity. The proposed zone would enhance property values of the site by bringing the currently nonconforming use into compliance and allowing for improved development opportunity for the lot. The

proposed zone would help to promote the general welfare of the public by providing an additional development opportunity and economic growth in Rantoul. The proposed zone would reduce a hardship on the individual property owner and create a gain for the general public. Finally, under its current zoning designation, the site has remained vacant while other properties around it are developed and viable.

The petitioner has been made aware of the development codes and standards that would apply to the development of this site if this request is approved. The conceptual site plan included represents only the preliminary development plan. A final site plan will need to be reviewed and approved administratively in order for the development of the site to proceed.

In allowing such a development on this site, there needs to be attention placed on ensuring that the development fits the existing character of the area and does not negatively impact the neighboring residences near the subject site nor negatively impact traffic patterns in the area.

Precedents: None.

The Department has met with the applicant and several neighboring property owners to discuss and understand their concerns. Since that meeting that Department has received no additional correspondence from neighboring property owners/residents to this point specifically related to this request.

H. PRELIMINARY FINDINGS OF FACT

- 1. The proposed amendment IS consistent with the goals, objectives and policies of the Village's Comprehensive Plan and IS in general conformity with the designations delineated on the Future Land Use Map.**
- 2. The proposed amendment IS consistent with the spirit, purpose and intent of the Zoning Ordinance.**
- 3. The development allowed by the proposed amendment WILL be compatible with existing uses and existing zoning classifications of property within the general area.**
- 4. The proposed amendment WILL NOT constitute an entering wedge and DOES NOT create an isolated, unrelated zoning district.**
- 5. The development allowed by the proposed amendment WILL preserve the essential character of the neighborhood in which it is located.**
- 6. The land use pattern of the area HAS NOT changed since the present zoning was applied to the subject property.**
- 7. The proposed amendment WILL NOT adversely affect the health, safety or welfare of the public.**
- 8. The proposed amendment WILL NOT adversely influence living conditions in the immediate vicinity.**
- 9. The development allowed by the proposed amendment WILL NOT be injurious to the use and enjoyment of adjacent properties.**

10. The proposed amendment WILL NOT adversely impact existing traffic patterns.

11. The proposed amendment DOES appear to meet the LaSalle Case criteria.

629 W Champaign Ave Area Aerial Photo

Aerial Acquired - Spring 2017

0 50 100 200 Feet



Legend

 Subject Property



1 inch = 125 feet



333 S. Tanner Street
P.O. Box 38
Rantoul, IL 61866

Phone 217.892.6800
Fax 217.892.5501

November 4, 2019

«TaxPayer_Name»
«InCareOf»
«MailingAddress»
«MailingCity», «ST» «ZIP»

Re: Notice of Public Hearing on Application for a Change in Zoning Classification at 629 W. Champaign Ave, Rantoul, IL

TO WHOM IT MAY CONCERN:

This is to notify you that a Meeting of the Rantoul Planning and Zoning Commission will be held:

DATE: Monday, November 25, 2019
TIME: 6:00 p.m.
PLACE: Board Room, Village of Rantoul Municipal Building
333 S. Tanner Street, Rantoul, IL

This meeting is being held regarding a request for a rezoning from R-2 (Single Family Residential) to C-2 (General Commercial) at 629 W Champaign Ave. This change is being requested to allow for the construction of a new Taco Bell restaurant at this location. Nick Kallergis is the petitioner.

This letter is sent to property owners within 250 feet of the subject property for your information. You are welcome to attend this meeting to voice your opinions. If you are unable to attend the meeting, please do not hesitate to call with your comments or concerns (217) 892-6822.

Thank you,

Christopher Milliken

Christopher Milliken
Zoning Administrator
Village of Rantoul

TaxPayer_Name	InCareOf	MailingAddress	MailingCity	ST	ZIP
APGAR INVESTMENTS LLC		1240 E COUNTY RD 1250N	TUSCOLA	IL	61953
BROOKS MARK D		616 W CHAMPAIGN AVE	RANTOUL	IL	61866
BUCHANAN NORMA J		624 BROADMEADOW RD	RANTOUL	IL	61866
BUCHNER APRIL C		629 BROADMEADOW RD	RANTOUL	IL	61866
CLEMENTS KEVIN	TRANG T NGUYEN	704 BUTTERCUP DR	SAVOY	IL	61874
CROSS TERRY D		640 BROADMEADOW RD	RANTOUL	IL	61866
CUEVAS FIDEL		641 BROADMEADOW RD	RANTOUL	IL	61866
FRERICHS LAUREN		111 N CHANUTE ST	RANTOUL	IL	61866
GORDON MAURICE A & RUTH K		1421 COUNTY ROAD 2900 N	RANTOUL	IL	61866
HART JAMES R		709 BROADMEADOW RD APT C	RANTOUL	IL	61866
HINMAN BRUCE D & DEBORAH		636 BROADMEADOW RD	RANTOUL	IL	61866
HOBBS JOE A & DONNA R		1670 COUNTY ROAD 3200 N	RANTOUL	IL	61866
JOHNSON LISA		632 BROADMEADOW RD	RANTOUL	IL	61866
KTRM LLC		425 GLENWOOD DR	RANTOUL	IL	61866
LIEB ANDREA L		709 BROADMEADOW RD APT J	RANTOUL	IL	61866
MCDONALDS RESTAURANT		604 E CRESCENT ST	GILMAN	IL	60938
MELIZA FRANCIS	MOORE LINDA	2738 KIMWOOD DR	CHARLESTON	IL	61920
PAGITT DENZEL W		625 W CHAMPAIGN AVE	RANTOUL	IL	61866
PANZER JAMES A		709 BROADMEADOW RD APT H	RANTOUL	IL	61866
PARR FINANCIAL USPS		1300 SW 5TH AVE STE 2815	PORTLAND	OR	97201
PFORR DAVID L		617 W CHAMPAIGN AVE	RANTOUL	IL	61866
RAWLINGS DAN W		621 W CHAMPAIGN AVE	RANTOUL	IL	61866
RICHTER MARGARETE TRUST	MAXINE P BIRCH TRUSTEE	1333 LAUREL DR	RANTOUL	IL	61866
ROECO ENTERPRISES INC		PO BOX 583	RANTOUL	IL	61866
SCHULTZ WILLIAM E		648 BROADMEADOW RD	RANTOUL	IL	61866
SIMPKINS MARY		633 BROADMEADOW RD	RANTOUL	IL	61866
SJOKEN GARY L		628 BROADMEADOW RD	RANTOUL	IL	61866
TADLOCK RUTHMARY		709 BROADMEADOW RD APT I	RANTOUL	IL	61866
YAGICH MILDRED		2767 CR 2000E	RANTOUL	IL	61866



333 S. Tanner Street
P.O. Box 38
Rantoul, IL 61866

Phone 217.892.6800
Fax 217.892.5501

MEMORANDUM

TO: Nick Kallergis
629 W Champaign
Rantoul, IL 61866

FROM: Christopher Milliken

DATE: 11/5/2019

SUBJECT: Rantoul Planning & Zoning Commission Meeting

Please be advised that your request for a change of zoning at 629 W Champaign Ave. will be heard at the Planning and Zoning commission meeting on **Monday, November 25, 2019 at 6:00 p.m.** in the Board Room of the Village of Rantoul Municipal Building at 333 S. Tanner Street, Rantoul, IL. Please plan to attend. If you cannot attend please send another representative with thorough knowledge of the request to speak on your behalf.

If you should have any questions regarding this matter, please contact my office at (217) 892-6822.

Thank you,

Christopher Milliken

Christopher Milliken
Zoning Administrator
Village of Rantoul

November 11, 2019

Village of Rantoul
333 S. Tanner Street
Rantoul, IL 61866

Attention: Chris Milliken, Urban Planning Manager

**Subject: Taco Bell, 629 W. Champaign Avenue; Rantoul, Illinois
Acoustical Review**

Dear Mr. Milliken:

This letter is provided on behalf of Dan and Debra Rawlings (621 W. Champaign Ave.) at their request to complete an acoustical review of the proposed Taco Bell restaurant at 629 W. Champaign Avenue in Rantoul. All comments herein are related to acoustical concerns; considerations beyond acoustics are outside of the scope of my professional expertise.

This review is based on the site plan dated September 2019. The proposed project is located on the south side of Champaign Avenue, east of the McDonald's restaurant across Malsbury Drive. There are residential properties to the south, east, and north of the proposed project.

The proposed project includes a drive-through aisle with the speaker located on the northwest corner of the site, directed northwest, and the window on the west side of the building, facing towards McDonald's. The project proposes to add an 8-foot tall board-on-board fence along the east and south property lines, along with a landscaped area along the fence.

Criteria

The acoustical review has been conducted with the purpose of qualitatively evaluating potential noise impacts from the proposed future restaurant as compared to the existing conditions.

The Village of Rantoul's municipal code includes provisions to avoid noise disturbance at residential properties from loudspeakers and delivery activities. It does not include quantitative criteria thresholds.

Fixed Sources

The proposed project will add new fixed noise sources at the site, including the drive-through loudspeaker and window and new building HVAC equipment.

Moving Sources

New moving noise sources at the site include increased vehicular traffic volume, increased pedestrian traffic, delivery trucks, and trash removal operations.

Evaluation

There are several acoustical considerations for evaluating the impact of the proposed Taco Bell: location and intensity of future noise sources, proposed mitigation strategies, and location of surrounding properties that would receive the impact.

Siting

The siting of the proposed project is ideal acoustically to minimize noise impacts to the surrounding residential properties. Locating and aiming the drive-through aisle and loudspeaker at the west side of the site maximizes the distance between the residential occupancies to the south and east and the cars, speaker, and window. Angling the speaker towards the west, instead of directly north, minimizes impact to the residential property north of the site. The quietest operations (parking, pedestrian traffic) are located on the east of the building, in the closest proximity to the nearest residential property (625 W. Champaign Ave.). In order to minimize impact, the current siting should be

maintained. Any potential adjustments made to the drive-through speaker would be best aimed further west, not further north.

I understand there was a previous site plan that was more similar to the McDonald's layout, where the drive-through speaker was at the south of the building and the window on the east. The current layout represents a significant acoustical improvement as compared to the previous version.

Fencing

As described above, the project proposes to add landscaping and an 8-foot board-on-board fence along the south and east property lines. There are existing fences in those locations that are approximately 4-6 feet tall. Construction of an 8-foot tall fence is preferred over a shorter fence, as an 8-foot fence would be sufficiently tall to block the line of sight, and therefore provide acoustical shielding, from the speakers, vehicular traffic, and pedestrians to the windows of the nearby single-story residential buildings. The upper story of 640 Broadmeadow will not receive acoustical benefit from the fence as it will maintain a direct line-of-sight into the proposed Taco Bell property over the proposed fence.

There will be minimal difference acoustically with regards to impact to the residential properties to the east and south if the existing fence is retained or removed with the addition of the 8-foot tall fence.

A solid barrier provides the most benefit acoustically. A board-on-board style fence is observed as being solid when viewed face-on. However, at an angle, space between the slats can be seen, which will allow sound to transmit through the fence. For the residential properties located due south and east, the board-on-board style fence will be viewed as solid. For the house at 640 Broadmeadow, the viewing angle would allow for sound transmission through the fence; that property would benefit from a solid fence material.

Other Noise Sources

The site plan does not provide information related to installation of future HVAC systems. Typically building fans, ventilation, and heating/cooling systems would be located at the back of the building (south) or on the roof. Consideration of noise from these systems should be undertaken to avoid disturbance to the surrounding residential properties. Mitigation can include location of the units (increase distance from nearby residences), orientation of the units (aim air intake/discharge away from residences), and screening panels around the units.

For non-permanent noise sources, consider hours for delivery trucks and trash removal operations. Since there are no feasible permanent mitigation measures to reduce impact from these sources, scheduling the activity at times when residents will not be disturbed is the best approach, for instance, between the hours of 8 AM and 8 PM.

The proposed project will result in an increase in vehicular traffic at the site, leading to an increase in sound levels. It is anticipated that most traffic heading eastbound would exit the site and return to Champaign Avenue, which would have minimal impact on the residential buildings on Champaign Avenue. Westbound traffic is anticipated to both return to Champaign Avenue and to route south on Malbury, then west on Broadmeadow to return to Champaign Avenue at the light on Murray Road. As a result, there could be a significant impact in terms of increased noise impact at 648 Broadmeadow Road. No acoustical mitigation measures are recommended for this potential impact.

Conclusion

In summary, the proposed Taco Bell restaurant siting per the September 2019 drawing is ideal acoustically. In order to minimize impact to nearby residential properties, consider the following:

- Maintain location of the drive-through aisle on the west side of the building, with the speaker aimed northwest and the window facing west. Any potential adjustments to speaker direction should be towards the west, away from residential properties to the north, east, and south.
- The proposed 8-foot fence is beneficial to the nearby residences as it will effectively block the line of sight from restaurant noise sources (vehicles, pedestrians, drive-through window/speaker) to the single-story buildings nearby. The two-story residence at 640 Broadmeadow would maintain a line of sight to the Taco Bell property over the top of the fence, and operational solutions would be required to minimize disturbance to that property.

- There is minimal acoustical benefit to maintaining the existing fence around the 629 W. Champaign property when the 8-foot fence is added. Removal of the existing fence is acceptable acoustically.
- There may be benefit to a solid-style fence material over the proposed board-on-board style fence to the 640 Broadmeadow property as the viewing angle will allow for sound transmission through the fence to the property.
- Consider location of building HVAC systems relative to the residential properties. Some types of fans are highly directional in terms of their air and sonic discharge. Aim such fans away from residential properties, either upwards or to the west. Avoid locating HVAC equipment such that there is a direct line of sight from the fan to residential properties to the east or south.
- Select times for deliveries and trash removal to minimize disturbance to the nearby residential buildings. Between the hours of 8 AM and 8 PM is suggested.
- There will be increased vehicular traffic on the 629 W. Champaign site as compared to the existing condition, increasing sound levels at the properties to the east and south. This impact will be greatest at 648 Broadmeadow, as an increase in vehicular movement south on Malsbury and west on Broadmeadow is anticipated. No acoustical mitigation is recommended for this condition.

Please feel free to contact us with any questions or comments.

Respectfully submitted,



Samantha Rawlings, LEED AP BD+C
B.S. Acoustical Engineering and Music