



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

**December 10, 2019
6:00 pm**

Order of Business

1. Call to Order – Mayor Charles Smith
Invocation – Pastor Mark Wilkerson, Maranatha Baptist Church
Pledge of Allegiance
Roll Call
2. Oath to Officer Rikki McComas and Officer Conrad Powell
3. Approval of Agenda
4. Public Participation
Citizens wishing to address the Village Board with respect to any item of business listed on the agenda or any matter not appearing on the agenda are asked to sign in with the Village Clerk prior to the meeting. Comments will be limited to three minutes for each speaker.

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|----------------------------|
| Section A – Consent Agenda |
|----------------------------|

5. Approval of Consent Agenda by Omnibus Vote
All items under the Consent Agenda are considered to be routine in nature and will be enacted by a single motion and subsequent roll call vote. There will be no separate discussion of these items unless a Village Board member so requests, in which event the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.
 - A) Minutes from the Regular Study Session, [November 5, 2019](#)
 - B) Minutes from Regular Board Meeting, [November 12, 2019](#)
 - C) Approval at the [2020 Meeting Schedule](#)
 - D) Accept and file annual audit report by CliftonLarsonAllen LLP

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.

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

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| Section B – Consideration of Bids, Contracts & Other Expenditures |
|---|

Section C – Consideration of Ordinances & Resolutions

8. Motion to pass [Ordinance No. 2632](#), AN ORDINANCE AMENDING THE OFFICIAL [ZONING MAP](#)
9. Motion to pass [Ordinance No. 2633](#), AN ORDINANCE AMENDING THE SCHEDULE OF CHARGES, FEES AND RATES FOR WATER RATES AS PROVIDED FOR IN CHAPTER 40 OF THE RANTOUL CODE
10. Motion to pass [Ordinance No. 2634](#), AN ORDINANCE AMENDING THE SCHEDULE OF CHARGES, FEES AND RATES FOR WASTEWATER UTILITY SERVICES AS PROVIDED FOR IN CHAPTER 40 OF THE RANTOUL CODE
11. Motion to pass [Ordinance No. 2635](#), AN ORDINANCE AMENDING THE SCHEDULE OF CHARGES, FEES AND RATES FOR NATURAL GAS SERVICE AS PROVIDED FOR IN CHAPTER 40 OF THE RANTOUL CODE
12. Motion to pass [Ordinance No. 2636](#), AN ORDINANCE AMENDING THE SCHEDULE OF CHARGES, FEES AND RATES FOR ELECTRIC SERVICE AS PROVIDED FOR IN CHAPTER 40 OF THE RANTOUL CODE
13. Motion to pass [Resolution No. 12-19-1296](#), A RESOLUTION AUTHORIZING AND APPROVING A FIFTH AMENDMENT TO EXTEND THE PROFESSIONAL SERVICES AGREEMENT ([PRO AMBULANCE](#))

Section D – New Business

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

14. Discussion of acceptance of [Forum Fitness Center Grant](#) from Illinois Department of Natural Resources - \$750,000

Section E – Public Announcements

Section F – Adjournment

15. 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
16. Motion to Adjourn

**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

[Handwritten Signature]

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 |

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**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

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|--------------------|-----------------------------------|
| AGENDA ITEM | PAGE _____ OF _____ |
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| | |
|--|---|
| 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: <p>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.</p> <p>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 (<i>no overall increase</i>). It is recommended that the electric fund be revaluated in two (2) years.</p> <p>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.</p> | |
| 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.

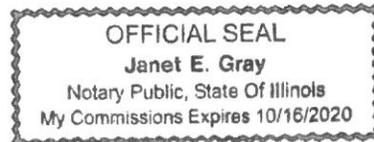
EMAILED: June 14, 2019 at 1:00 P.M.

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
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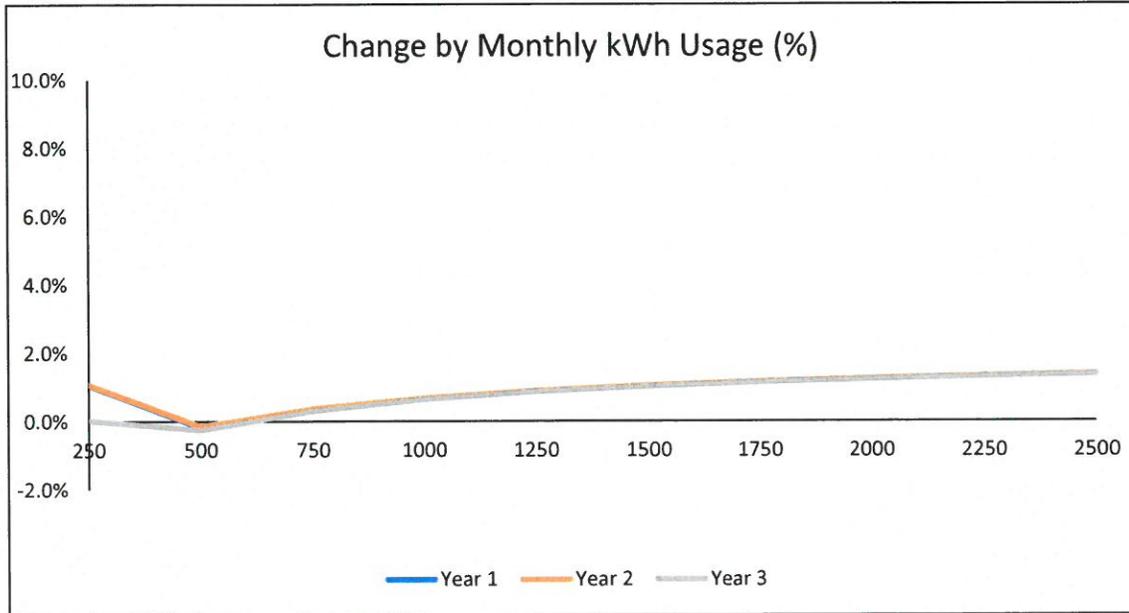
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| Industrial Gas Service -GI1 | 15 |
| Village -GV | 16 |

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 | Change Year 2 |
| Residential All Electric | \$ 140,039 | \$ 140,096 | \$ 140,201 | \$ 140,413 | \$ 140,096 | \$ 140,201 | \$ 140,413 | \$ 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 | 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 | 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 | 1,081,615 | 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 | 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 | 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 | \$ 18,175,145 | -0.10% | -0.08% | 0.00% |

The Village of Rantoul
Electric Rate Design
 Residential All Electric

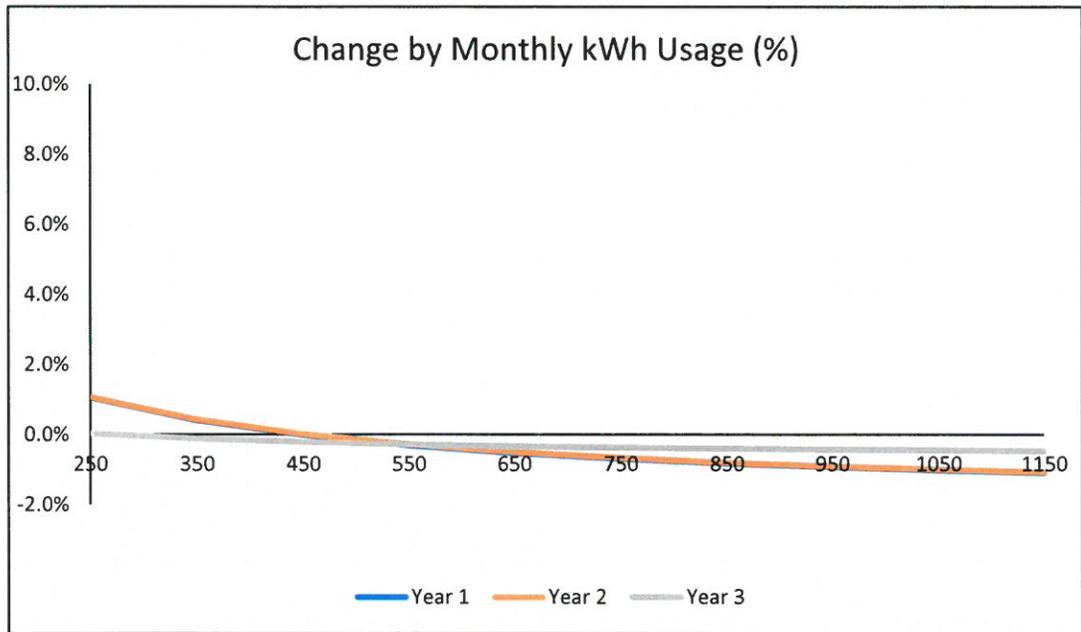
| Rates | Current | Year 1 | Year 2 | Year 3 |
|----------------------------|------------|------------|------------|------------|
| Monthly Facilities Charge: | | | | |
| All Customers | \$ 12.70 | \$ 13.70 | \$ 14.70 | \$ 14.90 |
| Energy Charge: | | | | |
| Winter | | | | |
| Block 1 (0 - 500 kWh) | \$ 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

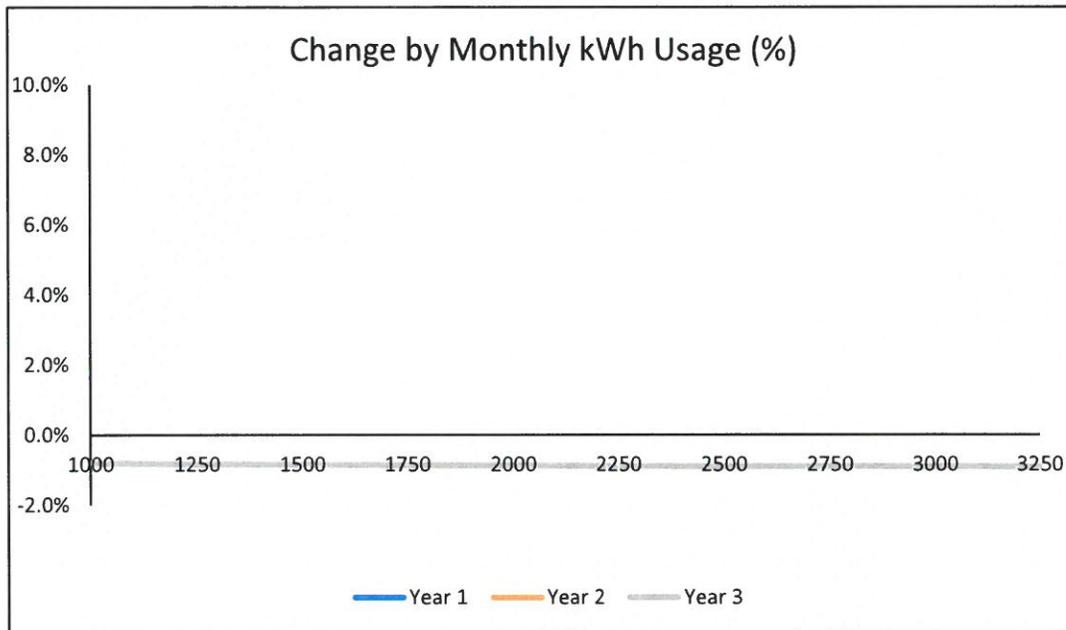
| Rates | Current | Year 1 | Year 2 | Year 3 |
|-----------------------------------|--------------|--------------|--------------|--------------|
| Monthly Facilities Charge: | | | | |
| All Customers | \$ 12.70 | \$ 13.70 | \$ 14.70 | \$ 14.90 |
| Energy Charge: | | | | |
| Winter | \$ 0.11238 | \$ 0.11013 | \$ 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

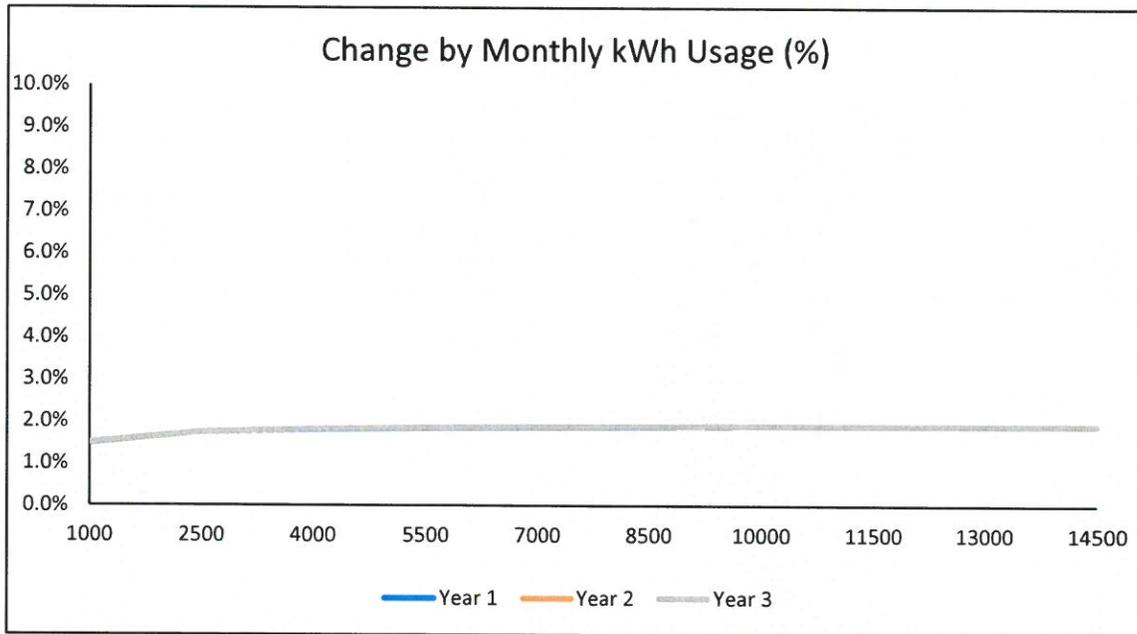
| Rates | Current | Year 1 | Year 2 | Year 3 |
|-----------------------------------|--------------|--------------|--------------|--------------|
| Monthly Facilities Charge: | | | | |
| All Customers | \$ 28.50 | \$ 28.50 | \$ 28.50 | \$ 28.50 |
| Energy Charge: | | | | |
| Winter | \$ 0.12789 | \$ 0.12661 | \$ 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% |



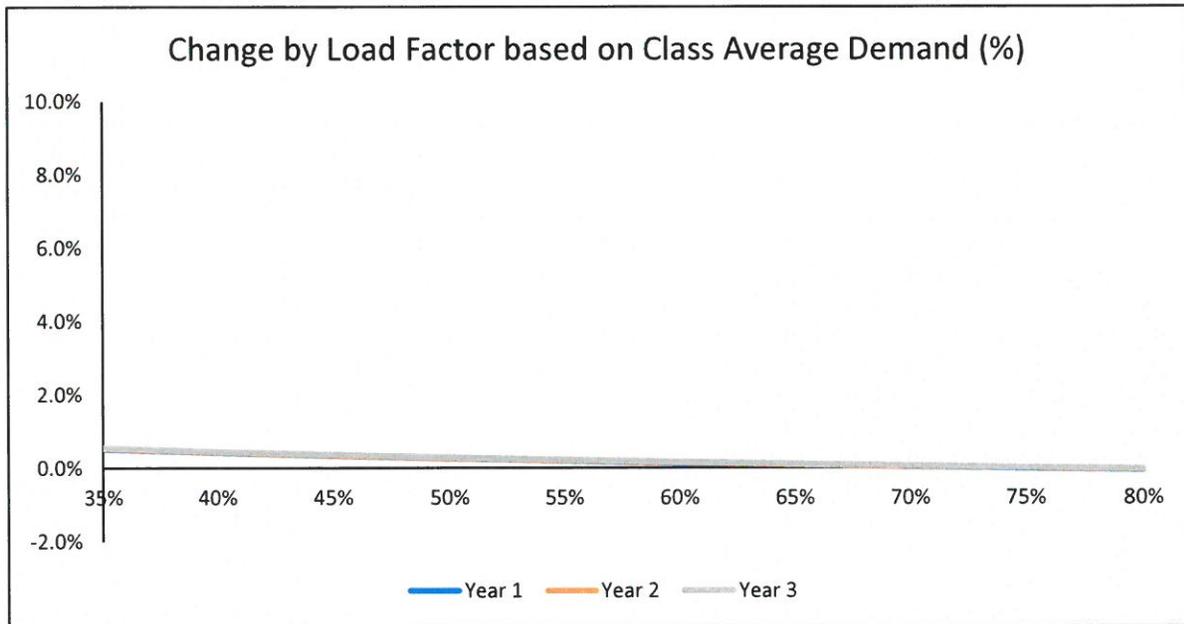
| \$ Change by Usage Level | Year 1 | Year 2 | Year 3 |
|--------------------------|----------------|----------------|----------------|
| 1000 | \$ 2.07 | \$ 2.12 | \$ 2.16 |
| 2500 | \$ 5.19 | \$ 5.29 | \$ 5.39 |
| 4000 | \$ 8.30 | \$ 8.46 | \$ 8.63 |
| 5500 | \$ 11.41 | \$ 11.64 | \$ 11.87 |
| 7000 | \$ 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% |

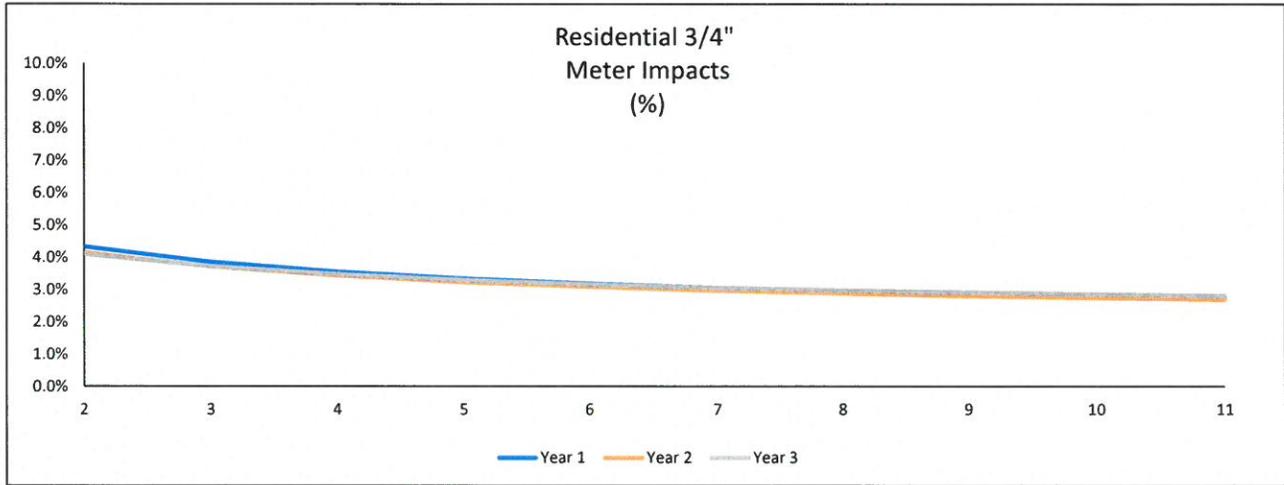


The Village of Rantoul
Electric Rate Design
 Monthly Lamp Charges

| 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**

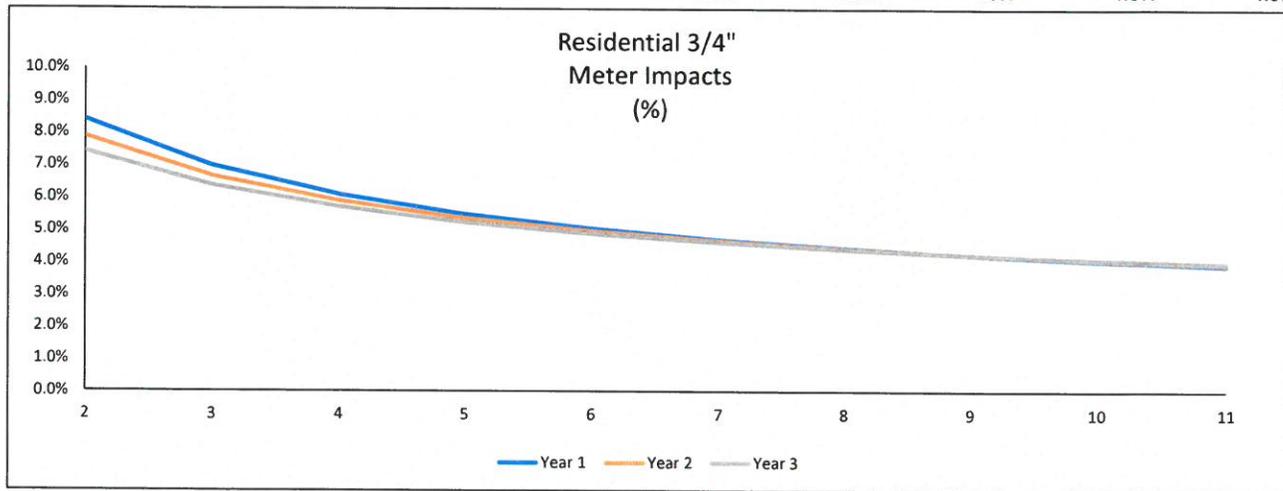
| Rates | Current | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--|--------------|--------------|--------------|--------------|--------------|--------------|
| Monthly Facilities Charge: | | | | | | |
| Residential Customer Charge - .75" | \$ 7.25 | \$ 7.75 | \$ 8.25 | \$ 8.75 | \$ 9.25 | \$ 9.75 |
| 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% |



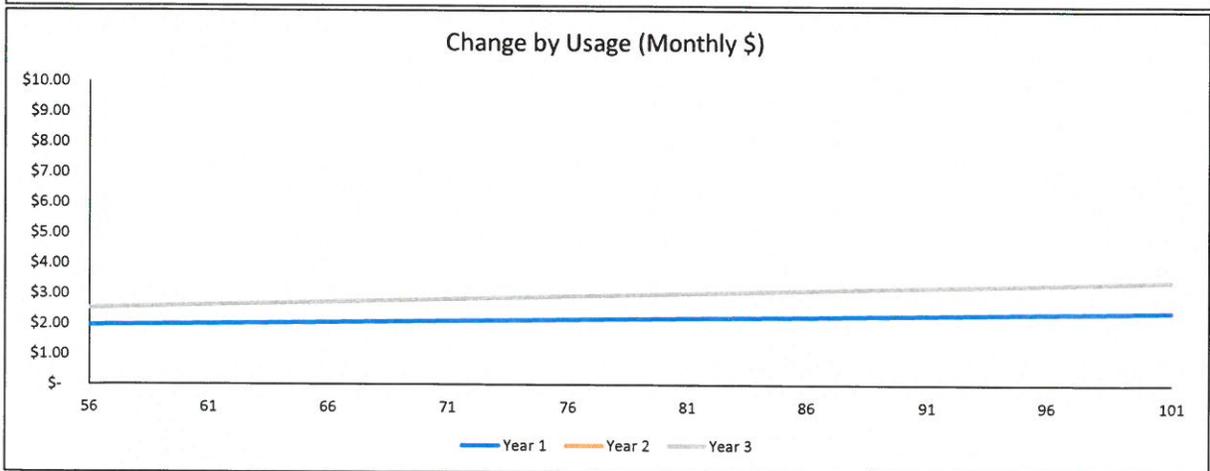
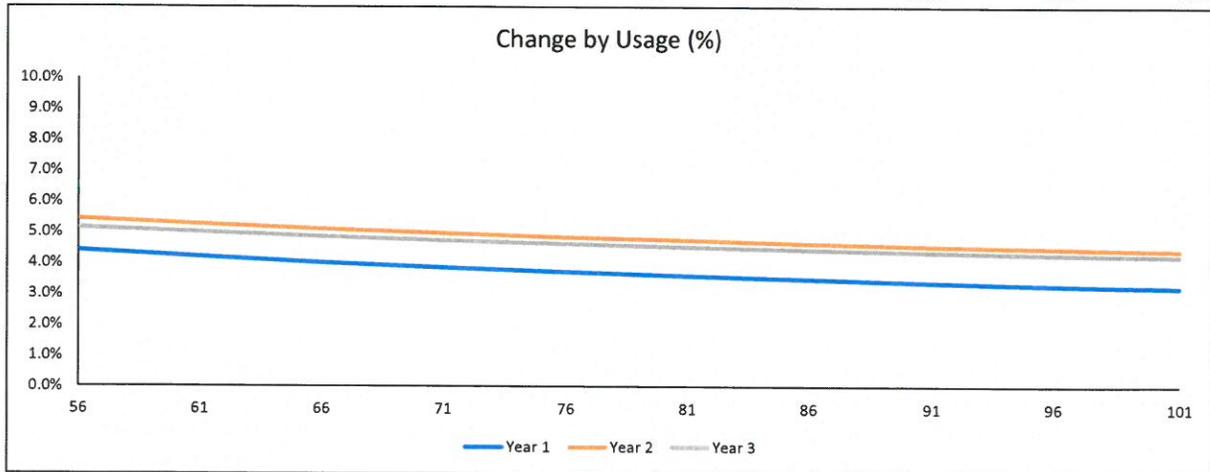
| \$ Change by Usage Level | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--------------------------|----------------|----------------|----------------|----------------|----------------|
| 2 | \$ 1.32 | \$ 1.34 | \$ 1.36 | \$ 1.38 | \$ 1.42 |
| 3 | \$ 1.43 | \$ 1.46 | \$ 1.49 | \$ 1.52 | \$ 1.58 |
| 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% |

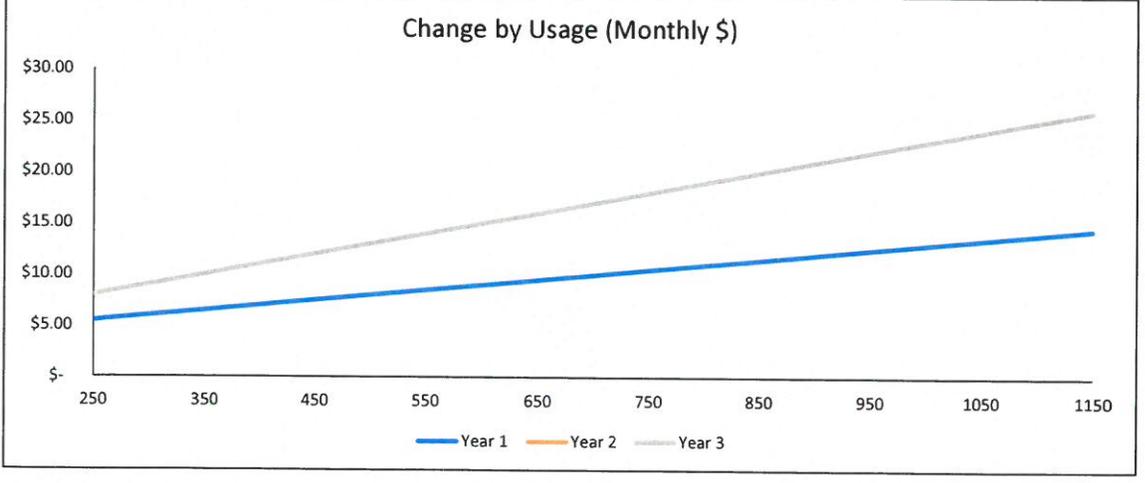
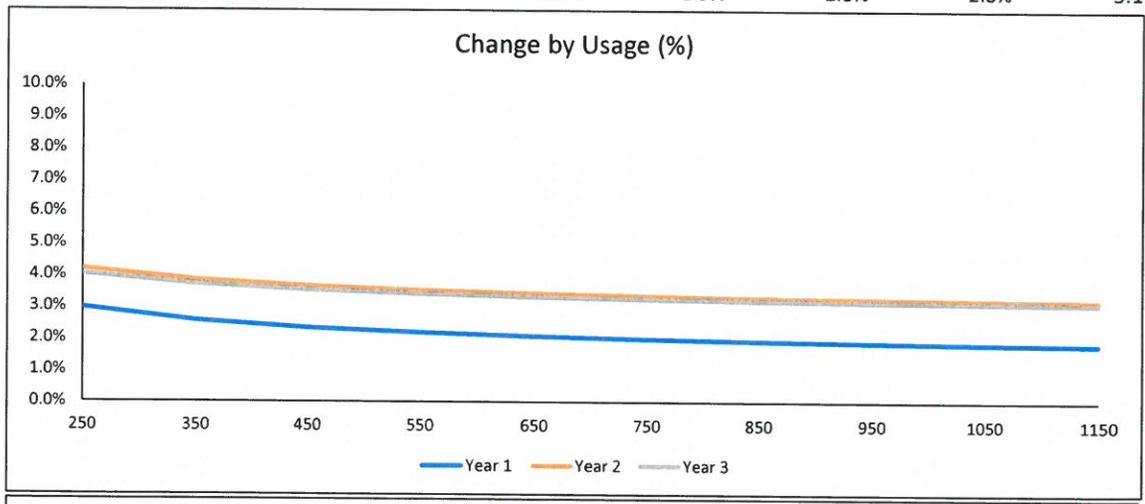
The Village of Rantoul
 Gas Rate Design
 Residential Gas Service -GR1

| 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% |



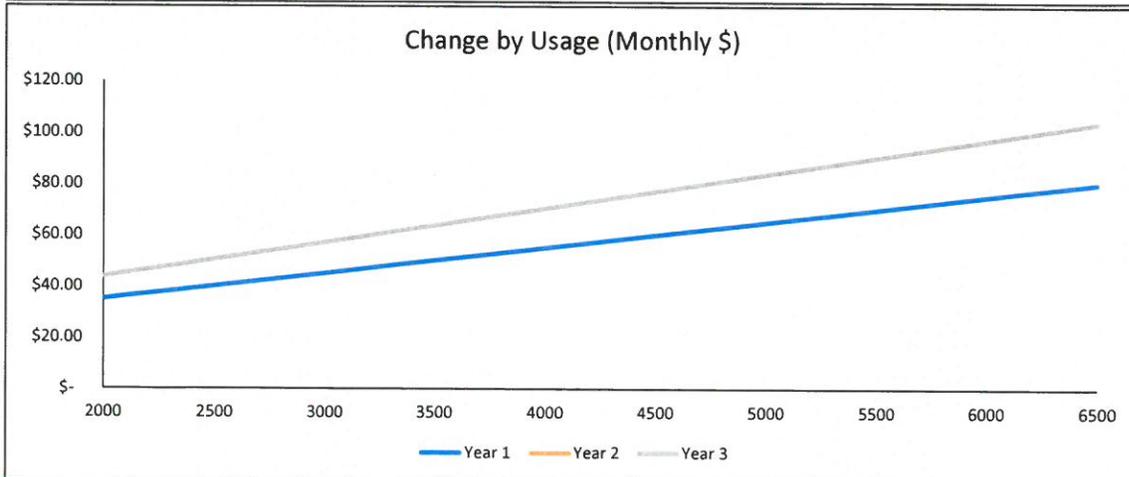
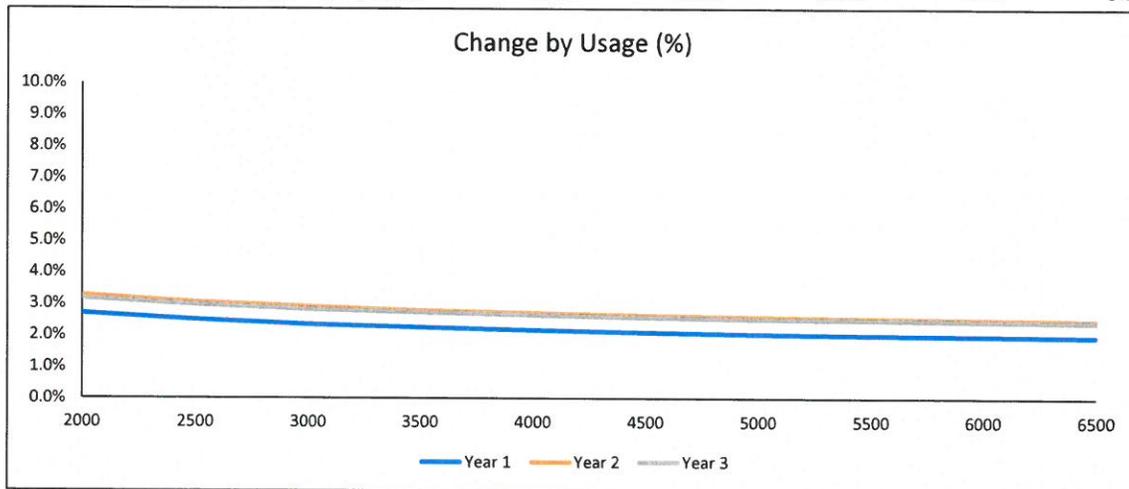
The Village of Rantoul
 Gas Rate Design
 Commercial Gas Service -GC1

| 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% |



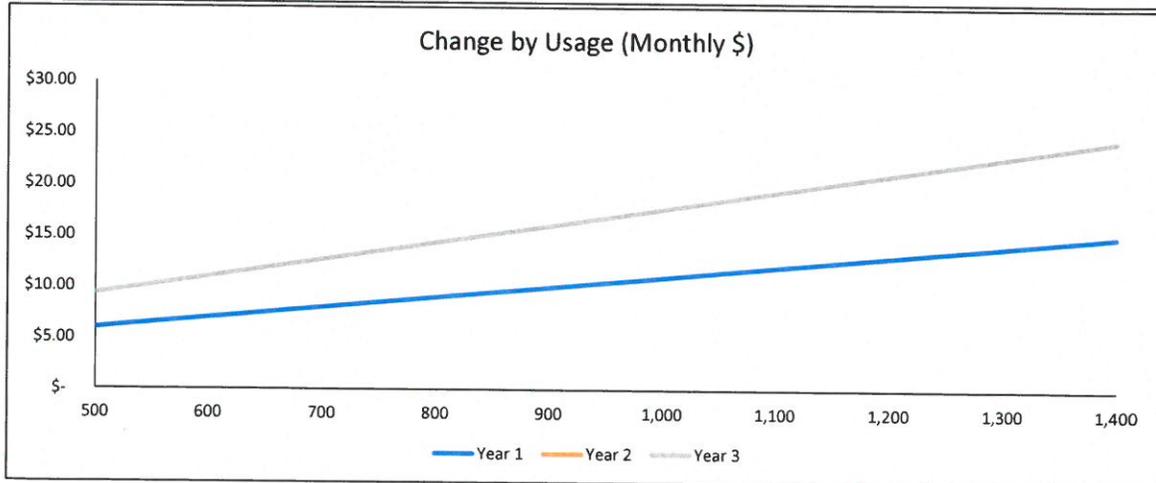
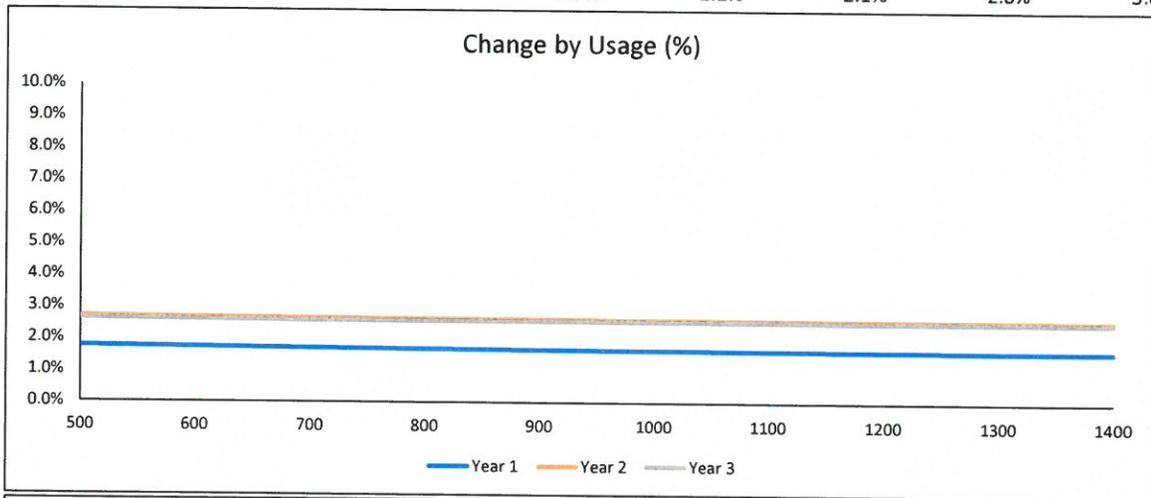
The Village of Rantoul
 Gas Rate Design
 Industrial Gas Service -GI1

| 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)

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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)

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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 <mmlcma@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)

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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)

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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)

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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
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]

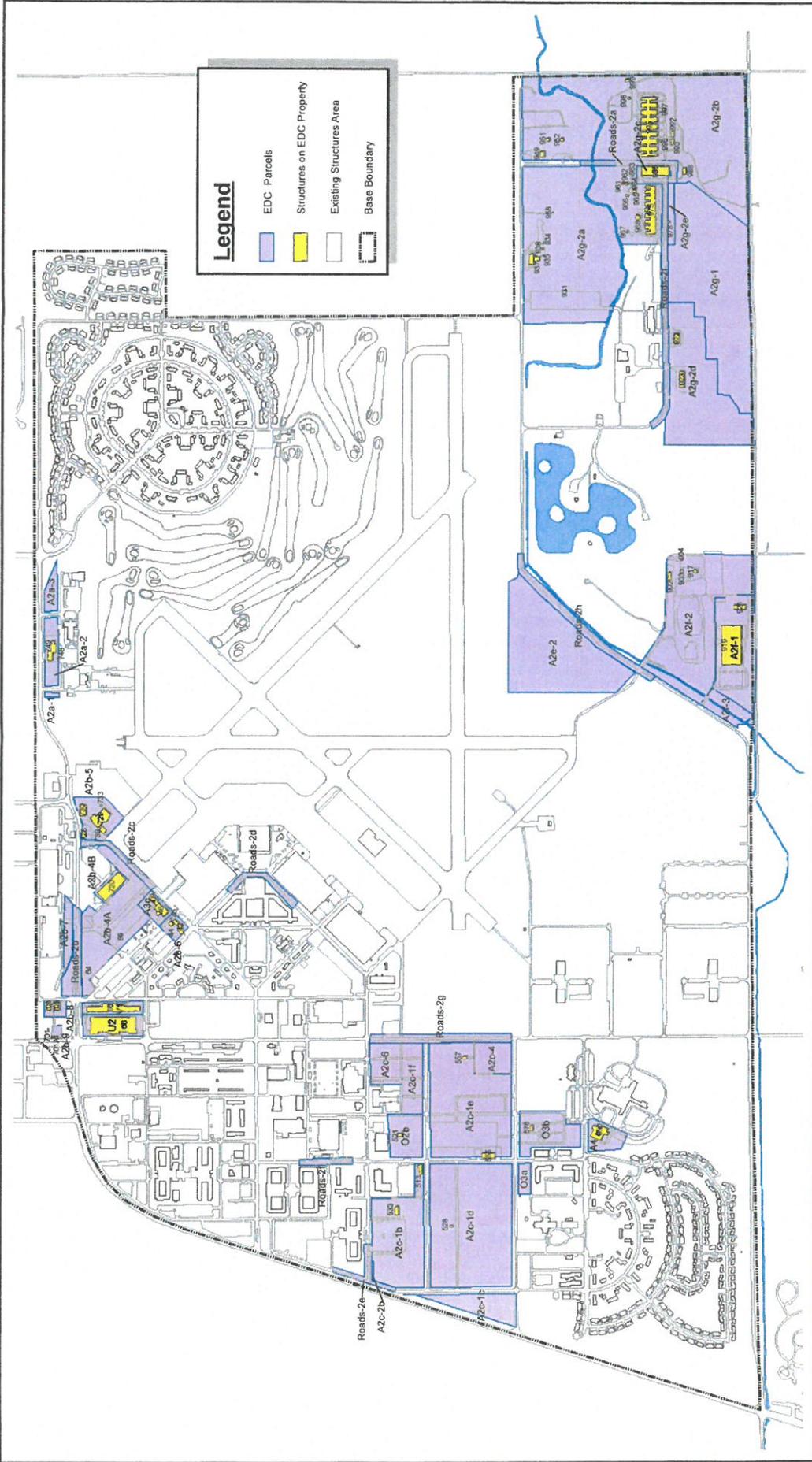
VILLAGE OF RANTOUL,

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



Legend

- EDC Parcels
- Structures on EDC Property
- Existing Structures Area
- Base Boundary



Air Force
Civil Engineer Center
August 2014

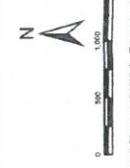


Exhibit A-1
EDC Property
Former Chanute AFB
Rantoul, Illinois

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.

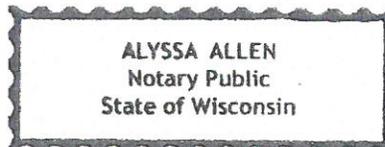
DATED this 9th day of September, 2019.

Nick Krall
Applicant(s)

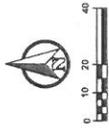
Applicant(s)

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

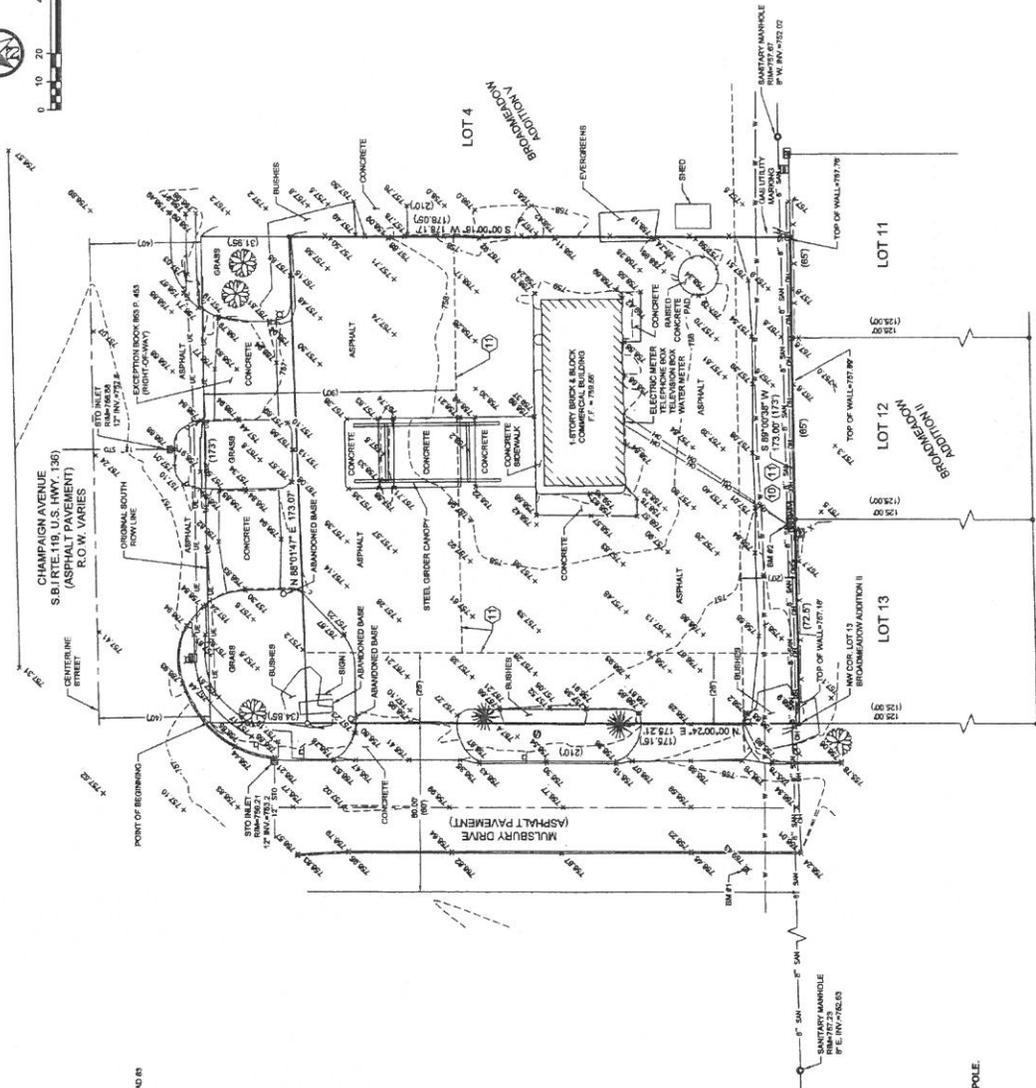
Alyssa Allen
Notary Public



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') BEARING AND DIMENSION OF RECORD
 - (N 00°00'00" W 100.00') MEASURED BEARING & DISTANCE - 1:5 P.M.D. IS
 - 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.

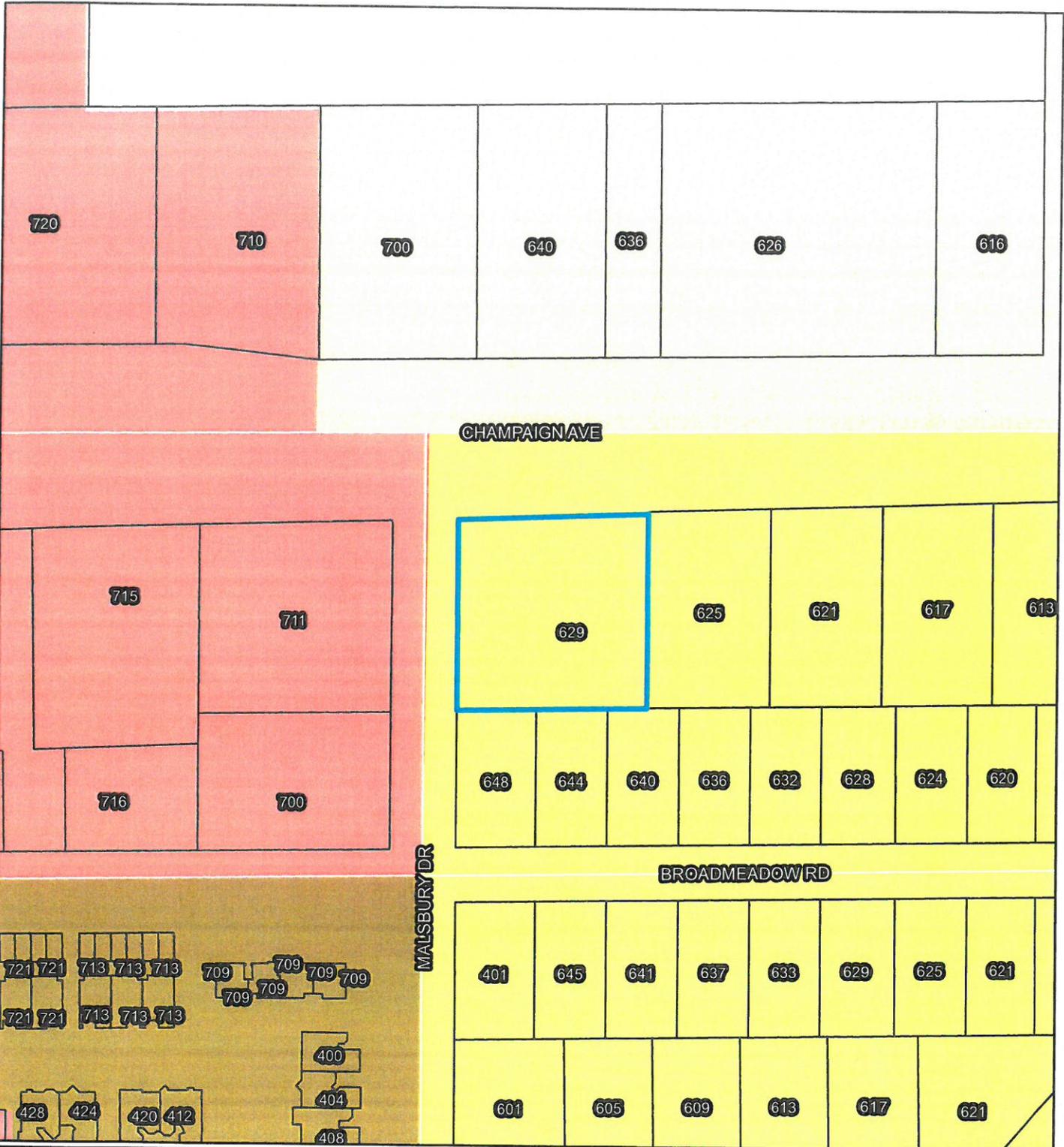
The Department has met with the applicant and several neighboring property owners to discuss and understand their concerns. Since that meeting that Department has received no additional correspondence from neighboring property owners/residents to this point specifically related to this request.

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.



 Subject Property

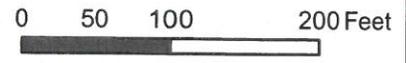
Zoning Code

-  C-2 General Commercial
-  R-1 Single Family Residential
-  R-2 Single Family Residential
-  R-4 General Multi-Family Res.

Village of Rantoul
Official Zoning
629 W Champaign Ave



November 6, 2019



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

ORDINANCE NO. 2632

**AN ORDINANCE
AMENDING THE OFFICIAL ZONING MAP
(629 W. Champaign Avenue)**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 10th day of December, 2019, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. 2632

**AN ORDINANCE
AMENDING THE OFFICIAL ZONING MAP
(629 W. Champaign Avenue)**

WHEREAS, under and pursuant to Section 46-36, Official Zoning Map, of ARTICLE 3, DISTRICTS AND BOUNDARIES, of Chapter 46 of the Code of Ordinances of the Village of Rantoul, Illinois (Chapter 46, being known and cited as the Rantoul Zoning Ordinance), as supplemented and amended (the “**Zoning Ordinance**”), the President and Board of Trustees (the “**Corporate Authorities**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) made provision for the Official Zoning Map (the “**Official Zoning Map**”), made it a part of the Zoning Ordinance, and provided that any change affecting the boundaries or the classification of land shall be portrayed on such Official Zoning Map in conformity with the procedures set forth in the Zoning Ordinance; and

WHEREAS, under and pursuant to Section 46-246, Amendments, of ARTICLE 17, ZONING CHANGE APPLICATIONS AND REVIEW, of the Zoning Ordinance, all amendments to such Zoning Ordinance, including the Official Zoning Map, may be initiated by any of the following methods:

1. The written request of the legal or equitable owner, by a contract purchaser or the holder of a binding option, which is filed with the Chairman or Secretary of the Village of Rantoul Planning and Zoning Commission (the “**Commission**”) or the Office of the President; or
2. By resolution of the Corporate Authorities; or
3. By approved motion of the Planning and Zoning Commission; and

WHEREAS, Nick Kallergis d/b/a Buddy Bells LLC, as owner, has filed with the Commission a request for a change in zoning classification from the R-1 Single Family Residential District to the C-2 General Commercial District (the “**Requested Zoning Change**”) for the parcel of real estate located at 629 W. Champaign Avenue within the Village, (PIN 20-09-03-152-001) (the “**Parcel**”) being a part of the following:

Part of the Northeast Quarter of Section 3, Township 21 North, Range 9 East of the Third Principal Meridian, situated in the Village of Rantoul, Champaign County, Illinois;

and

WHEREAS, notices of a public hearing (the “**Notices**”) to be held at 6:00 p.m., on Monday, November 25, 2019, in the Village of Rantoul Municipal Building, 333 S. Tanner Street, Rantoul, Illinois on the Requested Zoning Change was (i) published once in the Rantoul Press, a newspaper of general circulation within Village, on November 6, 2019; (ii) mailed to the last known taxpayers of record adjacent to or within 250 feet of the Parcel on November 4, 2019, and (iii) posted with a sign on the Parcel on November 4, 2019, all such dates being not more than thirty (30) days nor less than fifteen (15) days before the date of such public hearing; and

WHEREAS, on November 25, 2019, at the time and place specified in the Notices, the Commission held and conducted the public hearing on the Requested Zoning Change, during which public hearing any person appearing at such public hearing and wishing to be heard or to otherwise communicate in writing concerning the Requested Zoning Change was permitted to do so by the Commission before final adjournment of such public hearing in connection with such Requested Zoning Change; and

WHEREAS, after hearing all testimony, receiving such written reports and other documentation related to the Requested Zoning Change and following a full and complete discussion of the Requested Zoning Change, the Commission, by an affirmative vote of 5-0, made and forwarded its recommendation to the Corporate Authorities that the change in zoning classification as requested in the Requested Zoning Change be approved, and the Commission thereafter adjourned its meeting of November 25, 2019 in connection with the Requested Zoning Change; and

WHEREAS, the Corporate Authorities, after full and complete consideration of the Requested Zoning Change and the recommendation of the Commission in connection therewith, has now determined to approve such change to the Official Zoning Map, including as supplemented and amended, as is hereinafter set forth in this Ordinance below.

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

Section 1. The Official Zoning Map, as established under and pursuant to the Zoning Ordinance, is hereby authorized to be amended to change the zoning classification in the manner described in the Requested Zoning Change for the applicable Parcel.

Section 2. In accordance with the applicable provisions of Section 46-36 of ARTICLE 3 of the Zoning Ordinance, the appropriate officers of the Village are hereby authorized and directed to include such change as is authorized under Section 1 of this Ordinance above to the Official Zoning Map, but such change as is authorized under Section 1 of this Ordinance above shall become effective ten days after publication of this Ordinance regardless of whether such change has been incorporated in the Official Zoning Map.

Section 3. This Ordinance shall become effective ten (10) days after its passage, approval and publication as required by law.

Section 4. The Village Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form.

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

PASSED this 10th day of December, 2019.

Village Clerk

APPROVED this 10th day of December, 2019.

Village President

ORDINANCE NO. 2633

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

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 10th day of December, 2019, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. 2633

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

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

WHEREAS, under and pursuant to Ordinance No. 2218, passed and approved on February 9, 2010, the Corporate Authorities of the Village first established such Schedule of Charges, Fees and Rates, parts of which have subsequently been amended from time to time; and

WHEREAS, the Corporate Authorities of the Village now find it necessary and desirable to further amend the provisions under the caption of SCHEDULE OF WATER RATES in the Schedule of Charges, Fees and Rates.

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

Section 1. Adoption of Amendment. The provisions under the caption of SCHEDULE OF WATER RATES in the Schedule of Charges, Fees and Rates be and the same is hereby amended to provide as set forth in the attached provisions which are incorporated herein by this reference thereto.

Section 2. Effective Date. This Ordinance shall become effective on April 1, 2020, following its passage, approval and publication as required by law and shall apply to all rates for water service as set forth in the Schedule of Charges, Fees and Rates on and after such date.

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

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

PASSED this 10th day of December, 2019.

Village Clerk

APPROVED this 10th day of December, 2019.

Village President

SCHEDULE OF WATER RATES

| | For the Period Beginning | | | | | |
|--|--------------------------|------------|------------|------------|------------|-------------|
| | Current | 4/1/2020 | 5/1/2021 | 5/1/2022 | 5/1/2023 | 5/1/2024 |
| 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 - .1.5" | \$ 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 |

ORDINANCE NO. 2634

**AN ORDINANCE
AMENDING THE SCHEDULE OF CHARGES, FEES
AND RATES FOR WASTEWATER UTILITY SERVICES AS
PROVIDED FOR IN CHAPTER 40 OF THE RANTOUL CODE**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 10th day of December, 2019, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. 2634

**AN ORDINANCE
AMENDING THE SCHEDULE OF CHARGES, FEES
AND RATES FOR WASTEWATER UTILITY SERVICES AS
PROVIDED FOR IN CHAPTER 40 OF THE RANTOUL CODE**

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

WHEREAS, under and pursuant to Ordinance No. 2218, passed and approved on February 9, 2010, the Corporate Authorities of the Village first established such Schedule of Charges, Fees and Rates, parts of which have subsequently been amended from time to time; and

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

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

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

Section 2. Effective Date. This Ordinance shall become effective on April 1, 2020, following its passage, approval and publication as required by law and shall apply to all wastewater service charges as set forth in the Schedule of Charges, Fees and Rates on and after such date.

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

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

PASSED this 10th day of December, 2019.

Village Clerk

APPROVED this 10th day of December, 2019.

Village President

WASTEWATER SERVICE

Classification of Service

Wastewater Service Residential. Wastewater Service Residential shall be available to any single family dwelling user where one (1) meter services one (1) dwelling unit for residential purposes. Any church or school shall also have a classification of Wastewater Service Residential. Wastewater consumption shall be computed the same as water consumption.

Wastewater Service Metered. Wastewater Service Metered shall be available for any customer who has installed a separate meter device for recording the delivery of wastewater to the wastewater system of the Village.

Wastewater Service Commercial. Wastewater Service Commercial shall be available to any single unit commercial establishment, licensed mobile home park and any multiple dwelling unit and/or other premises where more than one (1) residential dwelling unit and/or premises is served by a single water meter. Wastewater consumption shall be computed the same as water consumption.

Wastewater Service Industrial. Wastewater Service Industrial shall be available to any industrial or manufacturing customer who has any unmetered wastewater discharged into the wastewater system of the Village. All wastewater discharge shall be computed the same as water consumption.

Wastewater Service Village. Wastewater Service Village shall be available to any department, board or agency of the Village where a water meter is in service and wastewater is being discharged into the wastewater system of the Village.

Components of the Wastewater Rates

The rates for the use of and service supplied by the wastewater facilities of the Village shall consist of the following components (except as noted on any applicable Schedule of Wastewater Rates then in effect):

1. A demand charge;
2. A volume charge; and
3. A surcharge, if applicable.

Demand Charge. The demand charge is hereby established for the purpose of recovering fixed costs. The demand charge shall be applied to all users, except water usage separately metered for lawn sprinkling.

Volume Charge. The volume charge shall be based on water usage as recorded by any water meter or sewage meter, whichever is applicable, for any wastewater having the following normal concentrations or less:

1. A five day, 20 degree centigrade (20 degrees C) biochemical oxygen demand (BOD-5) of 200 mg/1.
2. A suspended solids (SS) content of 250 mg/1.
3. A phosphorous (P) content of 5 ml/1.

The volume charge shall consist of operation and maintenance costs plus replacement and shall be computed as follows:

1. Estimate the projected annual revenue required to operate and maintain the wastewater facilities including a replacement fund for the year, for all works categories.
2. Proportion the estimated costs to wastewater facility categories by Volume, SS, BOD and P, if possible.
3. Estimated wastewater volume treated.
4. Compute costs per 1000 gallons for normal sewage strength, in terms of 1000 gallons of water used and also in terms of 1000 gallons of sewage discharged to determine the volume charge.

Surcharge. A surcharge will be levied upon all users who discharge wastewater that exceeds the normal concentrations for BOD-5 (200 mg/1) and SS (250 mg/1). Beginning May 1, 2014, a surcharge will also be levied upon all users who discharge wastewater that exceeds the normal concentrations of P (5 ml/1). Such surcharge will be based on water usage as recorded by water meters or sewage volume discharge as recorded by sewage meters for all wastes which exceed the 200 mg/1 and 250 mg/1 concentration for BOD-5 and SS, respectively, and the 5 ml/1 for P.

Computation of Surcharge - The concentration of wastes used for computing surcharges shall be established by waste sampling. Waste sampling shall be performed as often as may be deemed necessary by the Village and shall be binding as a basis for surcharges.

Measurement of Flow. The volume of flow used for computing any volume charge or any surcharge shall be the metered water consumption read to the lowest even increments of 100 gallons.

1. If any person discharging wastewater into the public sewers procures any part, or all, of such person's water from any source other than the public waterworks system of the Village, all or a part of which is discharged into any public sewer, such person shall install and maintain, at such person's expense, a water meter of a type approved by the Village for the purpose of determining the volume of any water obtained from any such other source.

2. Any devices for measuring the volume of wastewater discharged may be required by the Village if the volumes of such wastewater cannot otherwise be determined from any water meter consumption records.
3. Any device for determining the volume of wastewater shall be installed, owned, and maintained by such person. Following approval and installation, any such meter shall not be removed, unless wastewater service is cancelled, without the consent of the Village.

Schedule of Monthly Wastewater Rates.

The Schedule of Monthly Wastewater Rates for the various classifications of wastewater service in the Village shall be as established in the following schedule:

SCHEDULE OF WASTEWATER RATES

| | For the Period Beginning | | | | | |
|--|---------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| | Current | 4/1/2020 | 5/1/2021 | 5/1/2022 | 5/1/2023 | 5/1/2024 |
| 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 - 1.5" | \$ 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 |

Surcharges

| | |
|----------------------------|---------------------|
| BOD-5 (200mg/l)plus | \$0.0037/000gallons |
| SS (250 mg/l) plus | \$0.0030/000gallons |
| P (5 ml/l) plus | \$6.58/lb. |

Wastewater Service Permit Connection Fees

1. For a private sewage disposal system, the permit and inspection fee shall be \$125.00 for a single unit connection.
2. For residential occupancy, the permit connection fee shall be \$100.00 for a single unit connection of a Building Sewer to a Public Sewer. For multiple units the connection fee of a Building Sewer shall be \$100.00 for the first unit and \$25.00 for each additional unit.
3. For commercial units, the permit connection fee of a Building Sewer to a Public Sewer shall be computed by multiplying the rate for a single unit of residential occupancy by the applicable unit multiplier for the use classification as follows:

| <u>Use of Building</u> | <u>Unit Multiplier</u> |
|---|-------------------------------|
| <u>Stores, Mercantile and Office Buildings</u> | |
| Each private toilet room | 1 |
| Each public toilet room | 1½ |
| Soda Fountain | 1 |
| Grocery Stores with garbage grinders | 2 |
| Delicatessen | 2 |
| Bakery | 1 |
| <u>Drive-Ins</u> | |
| Each public toilet room | 1½ |
| Kitchens | 1½ |
| <u>Restaurants</u> | |
| Food service capacity | |
| 0-15 persons | no charge |
| 15-50 persons | 1 |
| 50-100 persons | 2 |
| 100-200 persons | 3 |
| Each additional 100 persons | 1 unit |
| Each private toilet room | 1 |
| Each public toilet room | 1½ |
| <u>Service Stations</u> | |
| Each public toilet room | 1½ |
| Hose Wash Rack | 2 |

| | |
|--|--------------------------------|
| <u>Church</u> | |
| Each toilet room | 1 |
| <u>Clubs</u> | |
| Each general toilet room | 1½ |
| Restaurant charge as above | |
| <u>Motels</u> | |
| Each 4 motel unit with bath | 1 |
| Each 4 motel unit without bath | ½ |
| Each public toilet room | 1½ |
| Restaurant charge as above | |
| <u>Laundries</u> | |
| Each automatic washer unit | ½ |
| Each public toilet room | 1 |
| <u>Self Service Car Wash</u> | |
| Per rack (covered) | 1 |
| Per rack (uncovered) | 4 |
| <u>Automatic Car Wash</u> | |
| Each production line | 5 |
| Mechanical Car Wash | 2 |
| Each public toilet room | 1½ |
| <u>Nursing Homes</u> | |
| Resident capacity of each building determined from architects plans and specifications divided by four | Quotient to two decimal points |
| <u>Schools</u> | |
| Student capacity of each building determined from architects plans and specifications divided by 12 | Quotient to two decimal points |

4. For industrial occupancy the connection fee of a Building Sewer to a Public Sewer shall be based on the Population Equivalent determined by applying the estimates for the industry made by the applicant to the standards of 0.17 pounds of BOD, 0.22 pounds of Suspended Solids and 100 gallons of Sewage per day averaged and multiplied by the charge per Population Equivalent as provided in the following schedule of charges, with the minimum charge being \$100.00.

| Population Equivalent | Charge Per Equivalent |
|------------------------------|------------------------------|
| 0-1,000 | \$20.00 |
| 1,001-5,000 | \$15.00 |
| 5,001-10,000 | \$10.00 |
| 10,001-20,000 | \$7.50 |
| over 20,000 | \$6.00 |

The above charge is to be reviewed and adjusted at the end of the first three years of full operation of the industry to the average annual operation experience and settlement therefore shall be made within six months thereafter.

5. The connection fee for a Collecting Sewer to a Public Sewer, approved as provided in subsection (c) of Section 40-174 of the Code of Ordinances of the Village, shall be \$300.00, plus the computed fee for each residential, commercial, or industrial usage, for each connection of such Collecting Sewer to a Public Sewer. Any such Collecting Sewer shall be conveyed to the Village on or before the date it is connected to a Public Sewer.
6. In those instances where the connection is a result of reconstruction or remodeling, a credit will be given for the number of units being served through an existing Building Sewer or Collecting Sewer.

ORDINANCE NO. 2635

**AN ORDINANCE
AMENDING THE SCHEDULE OF CHARGES, FEES
AND RATES FOR NATURAL GAS SERVICE AS
PROVIDED FOR IN CHAPTER 40 OF THE RANTOUL CODE**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 10th day of December, 2019, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. 2635

**AN ORDINANCE
AMENDING THE SCHEDULE OF CHARGES, FEES
AND RATES FOR NATURAL GAS SERVICE AS
PROVIDED FOR IN CHAPTER 40 OF THE RANTOUL CODE**

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

WHEREAS, under and pursuant to Ordinance No. 2218, passed and approved on February 9, 2010, the Corporate Authorities of the Village first established such Schedule of Charges, Fees and Rates, parts of which have subsequently been amended from time to time; and

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

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

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

Section 2. Effective Date. This Ordinance shall become effective on April 1, 2020, following its passage, approval and publication as required by law and shall apply to all natural gas service charges as set forth in the Schedule of Charges, Fees and Rates on and after such date.

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

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

PASSED this 10th day of December, 2019.

Village Clerk

APPROVED this 10th day of December, 2019.

Village President

NATURAL GAS SERVICE

Schedules of Monthly Charges for Gas Service

Residential Gas Service (GR1)

Availability

Available for any Customer within territory served by the Village when used as Customer's residence in single occupancy for residential purposes. Where a residence and another use are combined in one Premises, the service shall be treated as being in the classification applicable to such other use and will not be furnished under this Residential Gas Service (GR1) rate.

Minimum Bill

The Customer Charge each month.

Commercial Gas Service (GC1)

Availability

Available for any Customer within territory served by the Village where the meter size and use of natural gas is less than 1,000 cubic feet per hour.

Minimum Bill

The Customer Charge each month.

Industrial Gas Service (GI1)

Availability

Available for any Customer within territory served by the Village where the meter size and use of natural gas is equal to or more than 1,000 cubic feet per hour.

Minimum Bill

The Customer Charge each month.

SCHEDULE OF GAS RATES

| | For the Period Beginning | | | | | |
|--------------------------------|--------------------------|-----------|-----------|-----------|-----------|-----------|
| | Current | 4/1/2020 | 5/1/2021 | 5/1/2022 | 5/1/2023 | 5/1/2024 |
| 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 |

Winter/Summer Block One
 First 20 Therms for GR1
 First 150 Therms for GC1, GI1 and GV

Winter/Summer Block Two
 Next 30 Therms for GR1
 Next 4,850 Therms for GC1, GI1 and GV

Winter/Summer Block Three
 All over 50 Therms for GR1
 All over 5,000 Therms for GC1, GI1 and GV

ORDINANCE NO. 2636

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

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 10th day of December, 2019, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. 2636

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

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

WHEREAS, under and pursuant to Ordinance No. 2218, passed and approved on February 9, 2010, the Corporate Authorities of the Village established such Schedule of Charges, Fees and Rates, parts of which have subsequently been amended from time to time; and

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

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

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

Section 2. Effective Date. This Ordinance shall become effective on April 1, 2019, following its passage, approval and publication as required by law and shall apply to all electric service charges as set forth in the Schedule of Charges, Fees and Rates on and after such date.

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

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

PASSED this 10th day of December, 2019.

Village Clerk

APPROVED this 10th day of December, 2019.

Village President

ELECTRIC SERVICE

Classifications of Service

Residential Service. Residential Service shall be available for household purposes in single-phase service for delivery to any dwelling unit served by a separate meter. Any church or school shall be classified as Residential Service for electric rate purposes.

All Electric Residential Service. All Electric Residential Service shall be available for household purposes in single-phase service for delivery to any dwelling unit which has electric heat throughout such dwelling unit and is served by a separate meter.

Commercial Service. Commercial Service shall be available in either single or three (3) phase service for delivery to any premises other than those qualifying for Residential Service or All Electric Residential Service which consumes not more than 4,000 kwh per month or not more than 25 kw peak demand in any of the previous 12 months and for any temporary service.

Industrial Service. Industrial Service shall be available in three (3) phase service for delivery to any premises other than those qualifying for Residential Service or All Electric Residential Service which consumes more than either of the maximums specified for Commercial Service.

Village Service. Village Service shall be available for public use purposes for delivery to any premises owned or controlled by the Village.

Security Light Service. Security Light Service shall be available for the purposes of lighting the exterior of any premises under the following terms and conditions:

1. A written service agreement shall be entered into for a term of not less than three (3) years; and
2. In the event additional or rearranged overhead facilities are required to be installed, the applicable monthly charge for Security Light Service shall be increased by an amount equal to 1.5% of the actual cost of any such installation.

Electric Rates and Charges.

Definitions of Summer and Winter Rates. Whenever any of the electric rates as established under this Schedule are divided into a "Summer Rate" or a "Winter Rate", the "Summer Rate" shall be effective for the monthly billing period ending in the months of June through and including September of each year, and the "Winter Rate" shall be effective for the monthly billing period ending in all other months of each year.

Purchased Power Adjustment Rate. In addition to the electric rates and charges as established under this Schedule, there shall be added to each bill for electrical service, except for Security Lighting Service, an additional amount based upon the "Purchased Power Adjustment Rate". Such amount, if applicable, shall be the "Purchased Power

Adjustment Rate” multiplied by the number of kwhs consumed by each customer during any such billing period.

The “Purchased Power Adjustment Rate” shall be determined monthly as follows: The Village shall compute the average cost of its purchased power per kwh from its wholesale supplier for the previous twelve (12) months and then subtract the figure of 7.50000 cents. The difference between the two (2) figures shall be the “Purchased Power Adjustment Rate” per kwh for that billing period. In the event that the average cost of purchased power for the previous twelve (12) months is less than 7.50000 cents per kwh, then the “Purchased Power Adjustment Rate” shall be equal to zero (0).

$$\text{Monthly Variable PPAR} = \frac{\text{12 Month P/S Cost w/o Gen CR}}{\text{12 Month P/S units (kWh)} / 1.052} - \$0.0750$$

Taxes.

1. State

In addition to the electric rates and charges as established under this Schedule, there shall be added to each bill the amount of the Electricity Excise Tax imposed on the privilege of using electricity purchased for use or consumption in the State of Illinois under and pursuant to the Electricity Excise Tax Law (35 ILCS 640/2-1 et seq.), as supplemented and amended.

2. Village

In addition to the electric rates and charges as established under this Schedule, there shall be added to each bill the amount of the Municipal Utility Tax imposed on the privilege of using or consuming electricity within the corporate limits of the Village pursuant to Article IV of Chapter 34 of the Code of Ordinances of the Village, as supplemented and amended.

Energy Assistance Charge. In addition to the electric rates and charges as established under this Section, there shall be added to each bill, for and during any such period that the Village has made an affirmative election to impose a monthly “Energy Assistance Charge” under and pursuant to the “Energy Assistance Act of 1989 (305 ILCS 20/1 et seq.), as supplemented and amended, a monthly charge in such amount as may be established from time to time in such Act.

Minimum Bill. The minimum bill for each classification of electric service other than Security Light Service shall be the amount of the Monthly Charge.

Schedule of Monthly Electric Rates and Service Charges. The Schedule of Monthly Electric Rates and Service Charges for the various classifications of electric service in the Village and any related service charges shall be as established in the following Schedule.

SCHEDULE OF MONTHLY ELECTRIC RATES AND SERVICE CHARGES

MONTHLY ELECTRIC RATES:

| <u>Classification of Service</u> | <u>Charges/Rates</u> | <u>April 1, 2020</u> | <u>Effective May 1, 2021</u> | <u>May 1, 2022</u> |
|---|-----------------------------|-----------------------------|---|---------------------------|
| Residential Service | | | | |
| | Monthly Charge | \$13.70 | \$14.70 | \$14.90 |
| | <u>Winter Rates</u> | | | |
| | All kwhs | 0.11013 | 0.10793 | 0.10717 |
| | <u>Summer Rates</u> | | | |
| | All kwhs | 0.12495 | 0.12245 | 0.12159 |
| All Electric Residential Service | | | | |
| | Monthly Charge | \$13.70 | \$14.70 | \$14.90 |
| | <u>Winter Rates</u> | | | |
| | First 500 kwhs | 0.11013 | 0.10793 | 0.10717 |
| | Excess | 0.09073 | 0.09254 | 0.09439 |
| | <u>Summer Rates</u> | | | |
| | All kwhs | 0.12495 | 0.12245 | 0.12159 |
| Commercial Service | | | | |
| | Monthly Charge | \$28.50 | \$28.50 | \$28.50 |
| | <u>Winter Rates</u> | | | |
| | All kwhs | 0.12661 | 0.12534 | 0.12409 |
| | <u>Summer Rates</u> | | | |
| | All kwhs | 0.14553 | 0.14407 | 0.14263 |
| Industrial Service | | | | |
| | Monthly Charge | \$130.00 | \$130.00 | \$130.00 |
| | Energy Charge | 0.06014 | 0.05954 | 0.05895 |
| | <u>Winter Rates</u> | | | |
| | All kwhs | \$16.37 | \$16.70 | \$17.03 |
| | <u>Summer Rates</u> | | | |
| | All kwhs | \$16.63 | \$16.96 | \$17.30 |
| | | | | |
| | | | | |

| Village Service | | | | |
|--|------------------------------------|---------|---------|---------|
| | Monthly Charge | \$33.50 | \$33.50 | \$33.50 |
| | | | | |
| | <u>Winter Rates</u> | | | |
| | kwh Charge | 0.10577 | 0.10789 | 0.11005 |
| | | | | |
| | <u>Summer Rates</u> | | | |
| | kwh Charge | 0.12130 | 0.12372 | 0.12620 |
| | | | | |
| Security Light Service | | | | |
| | <u>Area Lighting</u> | | | |
| | 70w MV* | \$5.00 | \$5.00 | \$5.00 |
| | 175w MV* | \$5.50 | \$5.50 | \$5.50 |
| | 400w MV* | \$12.56 | \$12.56 | \$12.56 |
| | 100w HPS | \$5.50 | \$5.50 | \$5.50 |
| | 150w HPS | \$7.50 | \$7.50 | \$7.50 |
| | 250w HPS | \$10.89 | \$10.89 | \$10.89 |
| | 400w HPS | \$12.56 | \$12.56 | \$12.56 |
| | | | | |
| | <u>Directional Lighting</u> | | | |
| | 400w MV* | \$16.00 | \$16.00 | \$16.00 |
| | 1000w MV* | \$23.50 | \$23.50 | \$23.50 |
| | 1500w Metal Halide | \$40.00 | \$40.00 | \$40.00 |
| | 250w HPS | \$13.56 | \$13.56 | \$13.56 |
| | 400w HPS | \$16.00 | \$16.00 | \$16.00 |
| | | | | |
| | <u>Wood Pole Charge/month</u> | | | |
| | 30 feet | 5.00 | 5.00 | 5.00 |
| | 35 feet | 6.00 | 6.00 | 6.00 |
| | 40 feet | 8.00 | 8.00 | 8.00 |
| | | | | |
| | <u>Metal Standard Charge/month</u> | | | |
| | 30 feet | 20.00 | 20.00 | 20.00 |
| MV = Mercury Vapor Unit HPS = High Pressure Sodium Unit *Maintain existing MV but all new Security Light Service to be HPS | | | | |
| | | | | |
| | | | | |

OTHER ELECTRIC SERVICE CHARGES:

Type of Service Charge **Amount**

| | |
|--|----------|
| Temporary Underground Service Installation and Removal (up to 20 feet) | \$150.00 |
| Temporary Overhead Service Installation and Removal (up to 75 feet) | \$150.00 |
| New Underground Service Installation (up to 100 feet) | \$350.00 |
| New Overhead Service Installation (up to 75 feet) | \$100.00 |
| Relocation of any Service (including underground up to 20 feet) | \$150.00 |
| Disconnection of any Service at Premises | \$25.00 |
| Disconnection of any Service at Pole or Pedestal | \$75.00 |
| Reconnection of any Service at Premises | \$25.00 |
| Reconnection of any Service at Pole or Pedestal | \$75.00 |

Any installation in excess of the footage specified above will incur an additional charge on a time and material basis.

RESOLUTION NO. 12-19-1296

**A RESOLUTION
AUTHORIZING AND APPROVING A FIFTH AMENDMENT TO
EXTEND THE TERM OF THE PROFESSIONAL SERVICES AGREEMENT
(PRO AMBULANCE)**

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the “**Corporate Authorities**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) at which this Resolution is adopted, the form of a certain Fifth Amendment to Extend the Term of the Professional Services Agreement effective January 1, 2020 (the “**Agreement**”) by and between the Village and OSF Heart of Mary Medical Center (formerly known as Provena Hospitals, an Illinois not for profit corporation d/b/a Provena Covenant Medical Center, d/b/a OSF Pro Ambulance Service (“**Pro**”), in connection with the provision of certain ambulance service to the Village and certain surrounding areas.

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

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

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

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

PASSED this 10th day of December, 2019.

Village Clerk

APPROVED this 10th day of December, 2019.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

| | |
|--|---------------------------------------|
| ITEM: 2019 IDNR PARC GRANT AGREEMENT Forum Fitness Center Renovation & Expansion | DEPARTMENT: RECREATION |
| AGENDA SECTION: | AMOUNT of Agreement: \$750,000 |
| ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS | DATE: December 4, 2019 |

SUMMARY HIGHLIGHTS: PARC (Park and Recreational Facility Construction) is an annual grant program offered through the IDNR (Illinois Department of Natural Resources) that provides grants to park districts and other eligible local governments for bondable, bricks and mortar projects that include site preparation and improvements for indoor and outdoor recreation facilities, reconstruction, improvements and expansion to existing facilities, and new construction.

The initial application for the Forum Fitness Center Renovation & Expansion was submitted in 2014, re-submitted in November 2018 and we received notice via a media release on October 22, 2019 that we were awarded the grant which was followed by the documented Notice of State Award on November 18, 2019.

This agreement provides for the IDNR to provide grant funds in the amount of \$750,000. In November 2018, the Village Board of Trustees approved re-submitting the grant documents which included direction of including a not-to-exceed matching amount of \$100,000 in Village funding. The total cost of the project, \$850,000, is currently included in the FY20 budget.

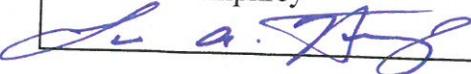
Total Grant Amount Request: \$850,000

IDNR Grant Agreement Amount: \$750,000

Village Portion: \$100,000

- Scope of Work included in board packet
- Estimated Timeline: January-February 2020 (Agreement signed, Issue RFP for A/E), March 2020 (Board Approval for A/E), April-May 2020 (A/E progress), June 2020 (RFP for construction), July 2020 (Board approval for construction), August 2020 -TBD (Construction and Project Closeout)

RECOMMENDED ACTION: Authorize approval of a Grant Agreement between THE STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES and the VILLAGE OF RANTOUL in the amount of \$750,000.

DEPARTMENT HEAD APPROVAL:
 Luke A. Humphrey


VILLAGE ADMINISTRATOR:


**Illinois Grant Accountability and Transparency
Notice of State Award**

| STATE OF ILLINOIS GRANT INFORMATION | |
|--|---|
| State Award Identification | Name of State Agency (Grantor): Department Of Natural Resources Department/Organziation Unit: OGMA, PARC 14-074 (Forum Fitness Ctr) |
| State Award ID Number (SAIN) | 1165-11434 |
| State Program Description | Provides financial assistance to eligible local governments for park and recreation unit construction projects. Park or recreation unit construction project include the acquisition, development, construction, reconstruction, rehabilitation, improvements, architectural planning, and installation of capital facilities consisting, but not limited to, buildings, structures, and land for park and recreation purposes and open spaces and natural areas. |
| Announment Type | Initial |
| Agency (Grantor) Contact Information | Name: Steve Baggerly Phone: 2177853884 Email: steve.baggerly@illinois.gov |

| GRANTEE INFORMATION | |
|------------------------------------|--|
| Grantee / Subrecipient Information | Name: Village of Rantoul Address: 333 South Tanner St, Rantoul, IL 61866 Phone: 217-893-5701 Email: lhumphrey@myrantoul.com |
| Grantee Identification | GATA: 687615 DUNS: 060860350 FEIN: 376000510 |
| Period of Performance | Start Date: 4/1/2018 End Date: 3/31/2021 |

| FUNDING INFORMATION | | | |
|----------------------------|-------------|------|--------------|
| FUND | CSFA | CFDA | AMOUNT |
| PARC FUND | 422-11-1165 | | \$750,000.00 |
| TOTAL | | | \$750,000.00 |

(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.

**Illinois Grant Accountability and Transparency
Notice of State Award**

| TERMS AND CONDITIONS | |
|--|--|
| Grantee Indirect Cost Rate Information | Rate: Base: Period: |
| Research & Development | No |
| Cost Sharing or Matching Requirements | No |
| Uniform Term(s) | CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1 Illinois Administrative Code |
| Grantor-Specific Term(s) | In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee: 1. Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder, and may result in debarment for two grant cycles. 30 ILCS §705/6. 2. This Agreement shall further the objective of the Park and Recreational Facility Construction Grant Program ("PARC"), which is to provide grant assistance to projects that will reflect the useful life of existing facilities and improvements, address public health and safety needs, correct accessibility deficiencies, and reflect outdoor recreation needs and priorities identified through the Department's Statewide Comprehensive Outdoor Recreation Plan (SCORP) Program. 30 ILCS §764/10-20. 3. The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of IDNR per the terms of this Agreement is cause for suspension and/or termination of all obligations of IDNR under this Agreement. 4. Environmental and Cultural Resource Compliance: Approved grant project construction shall not commence and no payment shall be made under this grant until the Grantee, as set forth under IDNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with IDNR as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 et seq.; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4. 5. The sponsoring agency must permanently post a PARC grant acknowledgment sign at the project site entrance. The acknowledgement shall incorporate the following language: "PARK AND RECREATIONAL FACILITY CONSTRUCTION GRANT PROGRAM" ILLINOIS DEPARTMENT OF NATURAL RESOURCES 6. Any property acquired or developed through assistance from the Illinois PARC grant program must be open to the public for indoor/outdoor recreation use without regard to race or color, creed, national origin, sex or disability. 17 Ill. Adm. Code 3070.70. 7. All development projects receiving grant assistance shall be bound by the terms of this program for a period of 20 years. All properties acquired with PARC assistance are required to have a covenant placed on the deed at the time of recording that stipulates the property must be used, in perpetuity, solely for indoor/outdoor recreation purposes and cannot be sold or exchanged, in whole or part, to another party without approval from the Department. 17 Ill. Adm. Code 3070.70 8. No significant deviations from the approved Agreement (development plan) or control of property interests in the project site shall be made without prior written approval from IDNR. |

Specific actions regarded as significant deviations, although not inclusive, are as follows:

- a. The granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Project Sponsor to another individual, group, agency, or entity.
 - b. Any significant modification to the approved project site plan or usage OR the change, alteration or disposition of the project site to other than public recreation use unless otherwise approved in this Agreement or by the DNR.
9. Grantee may enter into a contract or agreement with responsible concessionaires to operate and/or construct facilities for dispersing food to the public and/or any other services as may be desired by the public and the sponsoring agency for enjoyable and convenient use of the PARC assisted site. Any and all concession revenue in excess of the costs of operation and maintenance of the PARC lands and/or facilities shall be used for the improvement of those lands or facilities or similar nearby public facilities. All sub-leases or licenses entered into by the sponsoring agency with third persons relating to accommodations or concessions to be provided for or at the PARC facility for benefit of the public shall be submitted to the Department, upon request, for its approval prior to the sublease or license being entered into or granted by the sponsoring agency. 17 Ill. Adm. Code 3070.70.
10. For projects receiving development assistance, the sponsoring agency must possess either fee simple title or other means of legal control and tenure (easement, lease, etc.) over the property being improved for a period of 20 years. The Department will consider, on a case-by-case basis, lease arrangements for shorter periods when State statute prohibits a unit of local government from entering into such a long-term agreement, or other circumstances beyond the control of the unit of local government prohibit such arrangements. The sponsor must also adhere to applicable local bidding and procurement requirements and make available to the Department, upon request, all working plans, specifications, contract documents and cost estimates for review prior to commencing work. The format for any advertisement or prospectus soliciting and inviting bids, indicating submission deadlines, must also be presented, upon request, to the Department for review prior to publication. 17 Ill. Adm. Code 3070.70.
11. Operation and Maintenance: all lands and facilities assisted with PARC funds shall be continuously operated and maintained by Grantee in a safe and attractive manner at no cost to the Department and be operated and utilized in such a manner as to maximize the intended benefits to the public. The Department shall have access to PARC assisted facilities at all times for inspection purposes to ensure the project sponsor's continued compliance with this Part. 17 Ill. Adm. Code 3070.70.
12. Property acquired or developed with PARC funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior Department approval. Approval for property conversion will be granted only if the project sponsor substitutes replacement property of at least equal fair market value and comparable outdoor recreation usefulness, quality and location. 17 Ill. Adm. Code 3070.70.

Program-Specific Term(s)

- In addition to the uniform requirements in PART ONE and the Grantor-Specific Terms in PART TWO, the Grantor has the following additional requirements for this Project:
- 1. IDNR and the Grantee agree to perform this Agreement in accordance with the PARC Grant Program (30 ILCS §764/10-1 et seq.); with the rules promulgated pursuant to that Act (17 Ill. Adm. Code 3070.10 et seq.); and, with the terms, promises, conditions, plans, specifications, maps, and assurances contained in the approved Project Application, each of which is hereby incorporated by reference and made a part of this Agreement.
 - 2. The agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et seq.).
 - 3. The Grantee agrees to complete the project in accordance with all applicable federal, state and local laws, ordinances and regulations.
 - 4. In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all permits, licenses, or forms of consent required to complete the project. Failure to obtain any required permit or approval may jeopardize grant reimbursement and/or cause debarment.
 - 5. Grantee will complete project construction in accordance with all laws of the State of Illinois governing purchases and procurement by the local Grantee.

6. Conflict of Interests (17 Ill. Adm. Code 3070.70):
 - a. No official or employee of the local political subdivision who is authorized in his or her official capacity to negotiate, make, accept, or approve or to take part in decisions regarding a contract or subcontract in connection with an approved PARC grant project shall have any financial or other personal interest in any such contract or subcontract.
 - b. No person performing services for the local political subdivision in connection with an approved PARC grant project shall have a financial or other personal interest other than his or her employment or retention by the local political subdivision in any contract or subcontract in connection with an approved PARC grant project. No officer or employee of such person retained by the local political subdivision shall have any financial or other personal interest in any real property acquired under an approved PARC grant project unless that interest is openly disclosed upon the public records of the local political subdivision and the officer, employee or person has not participated in the acquisition for or on behalf of the local political subdivision.
7. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. No course of dealing or failure of IDNR to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
8. No assignment of grant provisions or duties is allowed.
9. This Agreement, including the project application by reference, any attachments, and the General Provisions and Certifications attached hereto, constitutes the entirety of the grant agreement between the Grantee and IDNR and supersedes all other agreements, whether written or oral, and may not be amended or modified except by a written instrument executed by both parties.
10. This Agreement shall be governed by and construed only in accordance with the laws of the State of Illinois. Any liability of IDNR under this Agreement shall be limited to the amount of the grant. Any dispute relating to this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 et seq.).
11. All facilities constructed with PARC assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois Accessibility Code Standards, the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130).
12. The sponsoring agency must observe and comply with the provisions of the Prevailing Wage Act (820 ILCS 130/4), which apply to the wages of laborers, mechanics and other workers employed in any public works, and with the prevailing wage requirements of the Illinois Procurement Code (30 ILCS 500/25-60) (see 17 Ill. Adm. Code 3070.70(k)).
13. Grantee agrees to comply with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/) and the equal employment practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) (see 30 ILCS 105/45).
14. Intellectual Property
 - a. All intellectual property ("IP") rights (including copyright, patent, and any other rights) in materials arising out of or resulting from Grantee's use of the grant funds or any earning thereon (the "Public Materials"), including by way of example but not as limitation, any posters and promotional materials, photographs, maps, drawings, charts, reports, brochures, blueprints, website pages, and source code, shall be owned by Grantee unless Grantee materially breaches the terms of this Agreement.
 - b. To ensure that the Public Materials are widely and generally available to the public who has paid for their production, Grantee hereby grants to IDNR a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide, sublicenseable license to use, copy, or publish the Public Materials by any means or media in connection with any activity of IDNR.
 - c. Grantee shall provide to all employees and agents of Grantee who might otherwise be

entitled to claim any authorship or ownership or IP interest in such Public Materials (including but not limited to architects, photographers, graphic designers, web designers, sculptors, and contractors) a copy of this clause and shall obtain such employees' and agents' acknowledgment and agreement (1) that any employee or non-employee's contributions to any such Public Materials shall be considered Grantee property and/or works for hire, and (2) that to the extent that the Public Materials are not so considered, that all such contributors assign their rights therein, whether under patent, copyright, trade secret, or trademark law, and including moral rights, in perpetuity or for the longest period otherwise permitted by law, to Grantee such that Grantee can effectively grant the above-described license. Grantee shall allow IDNR full access to the project site and materials, both during the grant term and after completion, for documentation, inspection, publicity, photography, promotion, or similar purposes.

15. Financial Records and Audit Requirements

a. The Grantee shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to IDNR and the State of Illinois, Auditor General or Attorney General, for auditing at reasonable times. Failure by the Grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

b. Grantees receiving a cumulative total of \$500,000 or more in PARC assistance in a given year are required to have an agency-wide annual financial and compliance audit conducted, as is generally required by 1) state law (65 ILCS 5/8-8-1 et seq. or 55 ILCS 5/6-31001 et seq.) or 2) by the Grantee's own governing body, as applicable. A copy of the audit must be provided to IDNR, upon request, OR if any findings (irregularities) involving the PARC grant are reported in the audit.

c. All required audits must be conducted by an independent certified public accountant, licensed by the State of Illinois, and must be performed in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA). The Grantee shall be responsible for procuring all required audits in accordance with its normal procurement rules, providing that these rules promote open competitive procurement.

d. The Grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by IDNR or its representative, the Grantee shall be responsible for repayment of such costs.

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE**The nature of the additional requirements****GATA Conditions:****03 - Financial and Regulatory Reporting (2 CFR 200.327)**

Requires more detailed reporting;

05 - Cost Principles (2 CFR 200.400)

Requires additional prior approvals; Requires more detailed reporting; Requires monthly reporting;

06 - Audit (2 CFR 200.500)

Requires desk review of the status of implementation of corrective actions;

11 - Fraud, Waste and Abuse

Requires technical assistance including required training;

Agency Adjustments / Explanation:

Under GATA condition 05 - Cost Principles - Please provide PARC Development Project Status (quarterly) Reports to the Grant Administrator. They are due January 1, April 1, July 1 and October 1.

Change orders +/- \$10,000 not approved by IDNR in advance will not be eligible for grant reimbursement

The reason why the additional requirements are being imposed**GATA Conditions:****03 - Financial and Regulatory Reporting (2 CFR 200.327)**

Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.

05 - Cost Principles (2 CFR 200.400)

Medium to high risk increases the likelihood unallowable costs or services, audit findings and questioned costs that would be required to be return to the state and federal government.

06 - Audit (2 CFR 200.500)

Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost or managing the grant program.

11 - Fraud, Waste and Abuse

Medium to high risk increases the likelihood of fraud, waste and abuse occurring and not being identified in the normal course of employees duties, also decreases the likelihood of employees or clients not reporting fraud, waste and abuse.

Agency Adjustments / Explanation:

05 - Cost Principles (2 CFR 200.400)

Requires additional prior approvals; Requires more detailed reporting; Requires monthly reporting;

The nature of the action needed to remove the additional requirement, if applicable**GATA Conditions:****03 - Financial and Regulatory Reporting (2 CFR 200.327)**

Implementation of new or enhanced system, mitigating controls or a combination of both.

05 - Cost Principles (2 CFR 200.400)

Implementation of additional controls for reviewing and approval expenditures.

06 - Audit (2 CFR 200.500)

Completion of corrective action plan implementation.

11 - Fraud, Waste and Abuse

Corrective action including implementing a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.

Agency Adjustments / Explanation:

Change orders +/- \$10,000 not approved by IDNR in advance will not be eligible for grant reimbursement

The time allowed for completing the actions, if applicable

GATA Conditions:

03 - Financial and Regulatory Reporting (2 CFR 200.327)
One year.

05 - Cost Principles (2 CFR 200.400)
One year from the implementation of additional controls.

06 - Audit (2 CFR 200.500)
When corrective action is complete.

11 - Fraud, Waste and Abuse
One year after implementation of corrective action.

Agency Adjustments / Explanation:

Project must be completed within two-years of the Director's signature on the two-party agreement.

The method for requesting reconsideration of the additional requirements imposed

GATA Conditions:

03 - Financial and Regulatory Reporting (2 CFR 200.327)
One year.

05 - Cost Principles (2 CFR 200.400)
One year from the implementation of additional controls.

06 - Audit (2 CFR 200.500)
When corrective action is complete.

11 - Fraud, Waste and Abuse
One year after implementation of corrective action.

Agency Explanation:

Contact your Grant Administrator at IDNR; call Grants Main Line at (217) 782-6302

| SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - MERIT-BASED REVIEW |
|---|
| The nature of the additional requirements Agency Adjustments / Explanation: N/A |
| The reason why the additional requirements are being imposed Agency Adjustments / Explanation: N/A |
| The nature of the action needed to remove the additional requirement, if applicable Agency Adjustments / Explanation: N/A |
| The time allowed for completing the actions, if applicable Agency Adjustments / Explanation: N/A |
| The method for requesting reconsideration of the additional requirements imposed Agency Explanation: N/A |

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC

The nature of the additional requirements

Agency Adjustments / Explanation:

N/A

The reason why the additional requirements are being imposed

Agency Adjustments / Explanation:

N/A

The nature of the action needed to remove the additional requirement, if applicable

Agency Adjustments / Explanation:

N/A

The time allowed for completing the actions, if applicable

Agency Adjustments / Explanation:

N/A

The method for requesting reconsideration of the additional requirements imposed

Agency Explanation:

N/A

SIGNATURE PAGE

Circle one: Accept NOSA / Reject NOSA

Institution / Organization

Signature

Name of Official

Title (Chief Financial Officer or equivalent)

Date of Execution

Illinois Department of Natural Resources Grant Award Fee Form

This grant program requires a **Grant Award Fee** be submitted by successful applicants at the time the grant agreement is returned to the IDNR for final execution. This fee shall be calculated as 1% of the total funding assistance granted to the applicant. No single Grant Award Fee shall exceed \$5,000.00.

EXAMPLES:

A \$200,000 grant award would require a \$2,000 Grant Award Fee
($\$200,000 \times 0.01 = \$2,000$)

A \$750,000 grant award would require a \$5,000 Grant Award Fee
($\$750,000 \times 0.01 = \$7,500$ which exceeds the \$5,000 maximum)

Grant Award Fees shall be rounded up to the nearest whole dollar amount.

EXAMPLES:

A \$54,750 grant award would require a \$548 Grant Award Fee
($\$54,750 \times 0.01 = \547.50 rounded up to the nearest whole dollar = \$548)

The grantee may choose to consider the Grant Award Fee as an allowable reimbursement cost and include this cost in the identified costs of the project if so desired.

Grant agreements returned without the required Grant Award Fee, or with an incorrect amount, will not be accepted by IDNR. Failure of a Grant Award Fee to clear the bank it is drawn against will result in the automatic denial of the award and cancellation of the grant without further consideration.

This form must be completed and returned with the signed grant agreement and Grant Award Fee.

| | |
|---|--|
| GRANT NUMBER: | PARC 14-074 |
| APPLICANT: | Village of Rantoul |
| PROJECT TITLE: | Forum Fitness Center Renovation and Expansion |
| TOTAL PROJECT COST: | \$850,000.00 |
| TOTAL GRANT ASSISTANCE AWARD: | \$750,000.00 (Grant Award Fee based on this amount) |
| GRANT AWARD FEE AMOUNT ATTACHED: | \$5,000 |

Must be in the form of a check made payable to the "Illinois Department of Natural Resources"

I hereby certify that I have read the above information and that the required Grant Award Fee is included with our signed agreement being returned to the IDNR:

(signature AND date)

Please contact the IDNR Division of Grant Administration at 217/782-7481 or dnr.grants@illinois.gov if you have any questions.

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GRANT AGREEMENT



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

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

PART ONE – THE UNIFORM TERMS

RECITALS

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

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

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

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

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

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

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

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

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

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

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

Illinois Department of Natural Resources

Rantoul Village of

By: _____
Signature of Director of IDNR

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____

Printed Name: _____

E-mail: _____

Date: _____

Title: _____

Printed Name: Colleen Callahan

Printed Title: _____
Designee

By: _____
Signature of Chief Financial Officer

Date: _____

Printed Name: Brad Colantino

By: _____
Signature of Chief Counsel

Date: _____

Printed Name: Renee Snow

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1 Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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

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

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

**ARTICLE III
DEFINITIONS**

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

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

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

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

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

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

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

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

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 III. Admin. Code Part 7000.

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

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

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

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

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

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

"FAIN" means the Federal Award Identification Number.

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

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

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

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

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

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

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

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

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

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

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

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

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

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

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

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

"State" means the state of Illinois.

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

**ARTICLE IV
PAYMENT**

4.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

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

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

4.4 Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6 Interest.

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

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

4.7 Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the state or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any further expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI
BUDGET**

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d)

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3 Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4 Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5 Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR 200 Appendix VIII.

7.6 Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7 Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8 Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILSCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9 **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

7.10 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.11 **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications.** Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5 and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333, or 44 Ill. Admin. Code 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit.

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS**

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO OR PART THREE**.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343, 44 Ill. Admin. Code 7000.440(a)

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3 Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Reports must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Reports must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Consolidated Year-End Financial Reports.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and, in the format, required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328, and 44 Ill. Admin. Code 7000.430(a), periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the

report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343, 44 Ill. Admin. Code 7000.440(b)(1).

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c), 44 Ill. Admin. Code 7000.90.

15.2 Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit G based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends in excess of \$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 15.2(b) and 15.2(c)(i-III) but is required to have a financial statement audit conducted base on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.3 "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards), from all sources, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit Federal programs with Federal Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total Federal Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards and state Awards singularly or in any combination, from all sources, Grantee must follow all of the audit requirements in Paragraphs 15.2(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.4 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents

15.5 Delinquent Reports. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**ARTICLE XVI
TERMINATION; SUSPENSION**

16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

- (i) Pursuant to a funding failure under Paragraph 4.1;
- (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;
- (iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or
- (iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80, 7000.260.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code 7000.80, 7000.260.

16.5 Effects of Suspension and Termination.

- (a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.
- (b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination and shall cancel as many outstanding obligations as possible.
- (c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:
 - (i) Grantor expressly authorizes them in the notice of suspension or termination;
 and
 - (ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or

termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3 Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.01 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds.

**ARTICLE XVIII
NOTICE OF CHANGE**

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX
REORGANIZATION AND BOARD MEMBERSHIP**

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person (1) currently holding an elective office in this state including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by both the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4 Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose, Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment tot Grantor or a third party for any reason including without limitation If Grantor terminates the Award or grantee no longer conducts Award activities, The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV
INSURANCE**

24.1 Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV
LAWSUITS AND INDEMNIFICATION**

25.1 Independent Contractor. Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with Grantor or the state of Illinois by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Indemnification. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

**ARTICLE XXVI
MISCELLANEOUS**

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of Grantor to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may rely for the purpose of denial of such a right or remedy to Grantor.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

- 26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.
- 26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
- 26.12 Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.
- 26.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.
- 26.14 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.
- 26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.
- 26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in Portable Document Format (PDF) document shall be deemed original for all purposes.
- 26.17 Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.
- 26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final indirect cost rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

Forum Fitness Center Renovation and Expansion

The Park and Recreational Facility Construction Grant Program (PARC) provides for grants to be disbursed by the Illinois Department of Natural Resources (DNR) to eligible local governments for park and recreation unit construction projects. The program was created by Public Act 096-0820, effective November 18, 2009. IDNR is authorized to award grants for park or recreation unit construction projects with funds appropriated from the Build Illinois Bond Fund.

Project includes construct 3,000 sq ft group fitness/playroom addition completely finished and equipped. Project consist of demo walls in cardio room and weight room to expand square footage, install drop ceilings in 2 current racquetball courts, install new flooring in weight/cardio rooms, install new electrical in cardio room, install 36" x 78" windows, replace lights in gym/locker rooms, new locker's women's/men's locker room, women's/men's steam room renovation and install new HVAC in locker rooms.

DELIVERABLES OR MILESTONES

This grant is funded through the Build Illinois Bond Fund. It is funded 75% through state funding and 25% by the project sponsor (Grantee). Local governments defined as "disadvantaged" in the administrative rule shall be eligible for up to 90% funding assistance, provided that no more than 10% of the amount so appropriated in any fiscal year is made available for such governments.

The Implementation and Billing Requirement Packet is incorporated into this Exhibit B1 as a separate attachment (labeled Exhibit B1).

Project billings shall be submitted to at project completion unless otherwise approved by IDNR.

Deliverables/Milestones will be the completed project components as presented in the original application (attachment labeled Exhibit B2*) or an approved project scope change. They will be reported as directed in the Implementation and Billing Packet (Exhibit B1).

If the approved PARC project includes the use of Force Account labor, the Grantee shall ensure that any audits required will include an internal control evaluation and opinion on the grantee's time and attendance allocation system. In addition, if the grantee uses materials purchased by means of a Central Procurement System and allocates a portion of those materials to the project (Force Account material claim), the audit must include testing and reporting on the allocation system used for tracking material use.

The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and expenditure of the grant funds related thereto, if the grant amount is over \$25,000.00 (30 ILCS 705/4(b)(2)). The grantee must submit status reports on the first day of the next existing quarterly schedule (Jan, April, July & Oct) beginning with the quarter immediately following the project effective date.

The Grantee shall be responsible for developing the project site in general accordance with the site development plan approved by IDNR and attached hereto as part of Grantee's Application. Grantee shall make all development plans and specifications available for review by IDNR upon request.

It is agreed and understood by the Grantee that an IDNR representative shall have access to the project site to make periodic inspections as work progresses. It is further agreed and understood by the Grantee that IDNR reserves the right to inspect the completed project prior to project acceptance and grant reimbursement to the Grantee.

The Grants Manual, a copy of which the IDNR [or Department or Grantor] previously provided to the Grantee, is hereby incorporated herein by reference and made a material and binding part of this Agreement. The undersigned acknowledges that he or she (1) has reviewed the Grants Manual and (2) agrees to comply with same. _____ (initials of undersigned).

*Exhibit B2 also includes the approved project budget

EXHIBIT C

PAYMENT

Grantee shall receive up to \$ 750,000.00 under this Agreement.

1. A project shall be deemed completed for grant payment when the Grantee submits a development project billing form seeking grant reimbursement which is approved for payment by IDNR. Failure by the Grantee to submit required billing forms and substantiating documentation within a one (1) year period following the project expiration date will result in the Grantee forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of IDNR.
2. Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the PARC Grant Program, as set out in 17 Ill. Adm. Code 3070.50 et seq.
3. Payment to the Grantee will be made as reimbursement for eligible expenses following submission to IDNR of a certified billing request listing all funds expended, and including any other documentation required by the administrative rules (see 17 IL ADC 3070.70).
4. Only costs incurred during the specified project period dates indicated on this Agreement and necessary to complete the approved project components are eligible for grant reimbursement payment. Project costs for which reimbursement is sought cannot be incurred by the project applicant prior to grant approval notification. Costs incurred prior to Department approval are ineligible for grant assistance with the exception of architectural and engineering fees. For acquisition projects, costs are considered incurred when a property deed, lease or other conveyance is accepted by the local sponsor or first payment is made on the project property or to an escrow account for the property. Development project costs are considered incurred on the date construction contracts are signed or actual physical work begins on the project site or project materials are delivered. 17 Ill. Adm. Code 3070.50.
5. Except for reimbursement grants where this does not apply, all funds advanced to the Grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant agreement, shall be returned to the State within 45 days (30 ILCS 705/4(b)(5)).
6. Upon project completion, Grantee must submit a certified project billing request listing and verifying all funds expended on the project for which grant reimbursement is sought, as well as required billing documentation, as follows (17 Ill. Adm. Code 3070.70):
 - a) Acquisition Project: Proof of good faith negotiations or fair market value offer to land seller, copy of property deed and title insurance policy (Judgment Order in case of condemnation) showing ownership transferred to the local Grantee, and copies of canceled checks showing proof of payment to seller.
 - b) Development Projects: Copy of construction as-built drawings (no larger than 11" x 17") and verification of actual project costs.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Mary Jo Weller
Title: Conservation Grant Administrator
Address: One Natural Resources Way, Springfield, IL 62702-1271
Phone: (217) 557-8781
TTY#: _____
Fax#: (217) 558-4192
E-mail Address: maryjo.weller@illinois.gov

GRANTEE CONTACT

Name: Luke Humphrey
Title: Recreation Director
Address: 333 S. Tanner Rantoul, IL. 61866-9998
Phone: 217 893-5701
TTY#: _____
Fax#: 217 893-5730
E-mail Address: lhumphrey@myroul.com

Additional Information:

Name: _____
Title: _____
Address: _____
Phone: _____
TTY#: _____
Fax#: _____
E-mail Address: _____

EXHIBIT E

PERFORMANCE MEASURES

Following all methods and standards as required by state and federal laws and regulations, this project will make recreation available to members of the general public by accomplishing the following items:

- Construction of 3,000 sq. ft group fitness/playroom addition completely finished and equipped
- Demo walls in cardio room and weight room to expand square footage,
- Install drop ceilings in 2 current racquetball courts,
- Install new flooring in weight/cardio rooms,
- Install new electrical in cardio room,
- Install 36" x 78" windows,
- Replace lights in gym/locker rooms,
- New locker's women's/men's locker room
- Women's/men's steam room renovation
- Install new HVAC in locker rooms

EXHIBIT F

PERFORMANCE STANDARDS

Completion of this project will allow citizens of Champaign County and others from the general populous recreational opportunities by providing community members in Rantoul, IL a project that includes construction of 3,000 sq. ft Forum Fitness Center, fitness/playroom addition completely finished and equipped.

Timely completion of this project will satisfy the requirements of the IDNR.

EXHIBIT G

SPECIFIC CONDITIONS

ANY CONDITIONS FROM Internal Control Questionnaire (ICQ) OR Programmatic Risk Assessment (PRA) MUST BE LISTED HERE.

N/A

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

1. Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder and may result in debarment for two grant cycles. 30 ILCS §705/6.
2. This Agreement shall further the objective of the Park and Recreational Facility Construction Grant Program ("PARC"), which is to provide grant assistance to projects that will reflect the useful life of existing facilities and improvements, address public health and safety needs, correct accessibility deficiencies, and reflect outdoor recreation needs and priorities identified through the Department's Statewide Comprehensive Outdoor Recreation Plan (SCORP) Program. 30 ILCS §764/10-20.
3. The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of IDNR per the terms of this Agreement is cause for suspension and/or termination of all obligations of IDNR under this Agreement.
4. Environmental and Cultural Resource Compliance: Approved grant project construction shall not commence and no payment shall be made under this grant until the Grantee, as set forth under IDNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with IDNR as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 et seq.; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.
5. The sponsoring agency must permanently post a PARC grant acknowledgment sign at the project site entrance. The acknowledgement shall incorporate the following language:
"PARK AND RECREATIONAL FACILITY CONSTRUCTION GRANT PROGRAM"
ILLINOIS DEPARTMENT OF NATURAL RESOURCES
6. Any property acquired or developed through assistance from the Illinois PARC grant program must be open to the public for indoor/outdoor recreation use without regard to race or color, creed, national origin, sex or disability. 17 Ill. Adm. Code 3070.70.
7. All development projects receiving grant assistance shall be bound by the terms of this program for a period of 20 years. All properties acquired with PARC assistance are required to have a covenant placed on the deed at the time of recording that stipulates the property must be used, in perpetuity, solely for indoor/outdoor recreation purposes and cannot be sold or exchanged, in whole or part, to another party without approval from the Department. 17 Ill. Adm. Code 3070.70
8. No significant deviations from the approved Agreement (development plan) or control of property interests in the project site shall be made without prior written approval from IDNR. Specific actions regarded as significant deviations, although not inclusive, are as follows:
 - a. The granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Project Sponsor to another individual, group, agency, or entity.

b. Any significant modification to the approved project site plan or usage OR the change, alteration or disposition of the project site to other than public recreation uses unless otherwise approved in this Agreement or by the DNR.

9. Grantee may enter into a contract or agreement with responsible concessionaires to operate and/or construct facilities for dispersing food to the public and/or any other services as may be desired by the public and the sponsoring agency for enjoyable and convenient use of the PARC assisted site. Any and all concession revenue in excess of the costs of operation and maintenance of the PARC lands and/or facilities shall be used for the improvement of those lands or facilities or similar nearby public facilities. All sub-leases or licenses entered into by the sponsoring agency with third persons relating to accommodations or concessions to be provided for or at the PARC facility for benefit of the public shall be submitted to the Department, upon request, for its approval prior to the sublease or license being entered into or granted by the sponsoring agency. 17 Ill. Adm. Code 3070.70.

10. For projects receiving development assistance, the sponsoring agency must possess either fee simple title or other means of legal control and tenure (easement, lease, etc.) over the property being improved for a period of 20 years. The Department will consider, on a case-by-case basis, lease arrangements for shorter periods when State statute prohibits a unit of local government from entering into such a long-term agreement, or other circumstances beyond the control of the unit of local government prohibit such arrangements. The sponsor must also adhere to applicable local bidding and procurement requirements and make available to the Department, upon request, all working plans, specifications, contract documents and cost estimates for review prior to commencing work. The format for any advertisement or prospectus soliciting and inviting bids, indicating submission deadlines, must also be presented, upon request, to the Department for review prior to publication. 17 Ill. Adm. Code 3070.70.

11. Operation and Maintenance: all lands and facilities assisted with PARC funds shall be continuously operated and maintained by Grantee in a safe and attractive manner at no cost to the Department and be operated and utilized in such a manner as to maximize the intended benefits to the public. The Department shall have access to PARC assisted facilities at all times for inspection purposes to ensure the project sponsor's continued compliance with this Part. 17 Ill. Adm. Code 3070.70.

12. Property acquired or developed with PARC funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior Department approval. Approval for property conversion will be granted only if the project sponsor substitutes replacement property of at least equal fair market value and comparable outdoor recreation usefulness, quality and location. 17 Ill. Adm. Code 3070.70.

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE and the Grantor-Specific Terms in PART TWO, the Grantor has the following additional requirements for this Project:

1. IDNR and the Grantee agree to perform this Agreement in accordance with the PARC Grant Program (30 ILCS §764/10-1 et seq.); with the rules promulgated pursuant to that Act (17 Ill. Adm. Code 3070.10 et seq.); and, with the terms, promises, conditions, plans, specifications, maps, and assurances contained in the approved Project Application, each of which is hereby incorporated by reference and made a part of this Agreement.
2. The agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et seq.).
3. The Grantee agrees to complete the project in accordance with all applicable federal, state and local laws, ordinances and regulations.
4. In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all permits, licenses, or forms of consent required to complete the project. Failure to obtain any required permit or approval may jeopardize grant reimbursement and/or cause debarment.
5. Grantee will complete project construction in accordance with all laws of the State of Illinois governing purchases and procurement by the local Grantee.
6. Conflict of Interests (17 Ill. Adm. Code 3070.70):
 - a. No official or employee of the local political subdivision who is authorized in his or her official capacity to negotiate, make, accept, or approve or to take part in decisions regarding a contract or subcontract in connection with an approved PARC grant project shall have any financial or other personal interest in any such contract or subcontract.
 - b. No person performing services for the local political subdivision in connection with an approved PARC grant project shall have a financial or other personal interest other than his or her employment or retention by the local political subdivision in any contract or subcontract in connection with an approved PARC grant project. No officer or employee of such person retained by the local political subdivision shall have any financial or other personal interest in any real property acquired under an approved PARC grant project unless that interest is openly disclosed upon the public records of the local political subdivision and the officer, employee or person has not participated in the acquisition for or on behalf of the local political subdivision.
7. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. No course of dealing or failure of IDNR to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
8. No assignment of grant provisions or duties is allowed.
9. This Agreement, including the project application by reference, any attachments, and the General Provisions and Certifications attached hereto, constitutes the entirety of the grant agreement between the Grantee and IDNR and supersedes all other agreements, whether written or oral, and may not be amended or modified except by a written instrument executed by both parties.

10. This Agreement shall be governed by and construed only in accordance with the laws of the State of Illinois. Any liability of IDNR under this Agreement shall be limited to the amount of the grant. Any dispute relating to this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 et seq.).

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

12. The sponsoring agency must observe and comply with the provisions of the Prevailing Wage Act (820 ILCS 130/4), which apply to the wages of laborers, mechanics and other workers employed in any public works, and with the prevailing wage requirements of the Illinois Procurement Code (30 ILCS 500/25-60) (see 17 Ill. Adm. Code 3070.70(k)).

13. Grantee agrees to comply with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/) and the equal employment practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) (see 30 ILCS 105/45).

14. Intellectual Property

a. All intellectual property ("IP") rights (including copyright, patent, and any other rights) in materials arising out of or resulting from Grantee's use of the grant funds or any earning thereon (the "Public Materials"), including by way of example but not as limitation, any posters and promotional materials, photographs, maps, drawings, charts, reports, brochures, blueprints, website pages, and source code, shall be owned by Grantee unless Grantee materially breaches the terms of this Agreement.

b. To ensure that the Public Materials are widely and generally available to the public who has paid for their production, Grantee hereby grants to IDNR a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide, sublicensable license to use, copy, or publish the Public Materials by any means or media in connection with any activity of IDNR.

c. Grantee shall provide to all employees and agents of Grantee who might otherwise be entitled to claim any authorship or ownership or IP interest in such Public Materials (including but not limited to architects, photographers, graphic designers, web designers, sculptors, and contractors) a copy of this clause and shall obtain such employees' and agents' acknowledgment and agreement (1) that any employee or non-employee's contributions to any such Public Materials shall be considered Grantee property and/or works for hire, and (2) that to the extent that the Public Materials are not so considered, that all such contributors assign their rights therein, whether under patent, copyright, trade secret, or trademark law, and including moral rights, in perpetuity or for the longest period otherwise permitted by law, to Grantee such that Grantee can effectively grant the above-described license. Grantee shall allow IDNR full access to the project site and materials, both during the grant term and after completion, for documentation, inspection, publicity, photography, promotion, or similar purposes.

15. Financial Records and Audit Requirements

a. The Grantee shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement and shall make them available to IDNR and the State of Illinois, Auditor General or Attorney General, for auditing at reasonable times. Failure by the Grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

b. Grantees receiving a cumulative total of \$500,000 or more in PARC assistance in a given year are required to have an agency-wide annual financial and compliance audit conducted, as is generally required by 1) state law (65 ILCS 5/8-8-1 et seq. or 55 ILCS 5/6-31001 et seq.) or 2) by the Grantee's own governing body, as applicable. A copy of the audit must be provided to IDNR, upon request, OR if any findings (irregularities) involving the PARC grant are reported in the audit.

c. All required audits must be conducted by an independent certified public accountant, licensed by the State of Illinois, and must be performed in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA). The Grantee shall be responsible for procuring all required audits in accordance with its normal procurement rules, providing that these rules promote open competitive procurement.

d. The Grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by IDNR or its representative, the Grantee shall be responsible for repayment of such costs.

*PARK AND RECREATIONAL FACILITY CONSTRUCTION
GRANT PROGRAM*

*DEVELOPMENT PROJECT
IMPLEMENTATION AND BILLING REQUIREMENTS*

**IL Dept. Of Natural Resources
Division of Grant Administration
One Natural Resources Way
Springfield, IL 62702-1271
Tele: 217/782-7481
Fax: 217/782-9599**

IMPLEMENTATION & BILLING PACKET-PARC
17F
REVISED 11/18/2019

**DEVELOPMENT PROJECT COMPLIANCE INSTRUCTIONS
AND
BILLING PACKET INFORMATION**

In this packet, you will find necessary information and instructions to properly implement an approved development project involving the Park and Recreational Facility Construction Grant Program (PARC) from the Illinois Department of Natural Resources (DNR). **PLEASE READ THOROUGHLY!** Failure to comply with these instructions can jeopardize grant reimbursement.

GENERAL

- 1) To maintain eligibility for grant reimbursement, the local project sponsor must satisfactorily complete ALL approved project components as specified in the approved project application and the signed Project Agreement. Any changes (additions or deletions) to the project scope must be approved by DNR in order to maintain overall eligibility for grant reimbursement. Any Change Order +/- \$10,000 not approved by IDNR will not be eligible for grant reimbursement (see page 4, #6).
- 2) Unless otherwise approved by DNR, the local agency shall retain the services of a registered professional architect and/or engineer to make necessary field surveys, prepare detailed plans and specifications, and contract agreements; furnish necessary field supervision of the project construction; and provide other services that may be necessary for the proper design and construction of the approved project. These professional services shall be obtained pursuant to the Local Government Professional Services Selection Act (50 ILCS 510/1 et seq.)
- 3) In-house engineering and administration, force account labor and force account materials are **NOT** reimbursable under the PARC grant program.
- 4) As a reminder, no other state or federal funds may be used as match for a PARC grant.
- 5) For all development projects, the local sponsor must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts. DNR may request documentation from the local agency to verify compliance with applicable state statutes.
- 6) All PARC-assisted facilities must be designed and constructed to accommodate full accessibility as per the Illinois Accessibility Code standards and the "Americans with Disabilities Act" Accessibility Guidelines (ADAAG).
- 7) The approved PARC development project must be completed **AND** all project costs for which reimbursement is expected **must be incurred no later than the expiration date specified on the signed Project Agreement, unless otherwise approved by Illinois DNR Grant staff.** Failure to have approved project components completed by the specified project expiration date could jeopardize approved grant reimbursement on the project.
- 8) All development projects receiving grant assistance shall be bound by the terms of the PARC Grant Program for a period of 20 years.
- 9) The maximum allowable claim for hired "contracted" Architectural/Engineering (A/E) services used for proper project design and construction supervision/administration of an approved PARC development project shall be based upon the following percentages of actual PARC-assisted construction costs:

15.25% Initial analysis, design & bid work, on site construction supervision and final project close-out work

- 10) In connection with and prior to the construction, and thereafter the subsequent operation and maintenance of the PARC-assisted facilities, the Local Agency agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, from, but not limited to, the following agencies. **(Failure to do so can jeopardize grant reimbursement.)**
- U.S. Department of the Army, Corps of Engineers.
 - IL Dept. of Transportation (Division of Highways).
 - IL Environmental Protection Agency
- For development sites that are one (1) acre or more, a "Storm Water Pollution Prevention Control Plan" and a permit are required from IEPA. Contact (217) 782-0610.
- IL Dept. of Natural Resources regarding "Interagency Wetlands Policy Act" (20 ILCS 830); "State Endangered Species Act" (520 ILCS 10/11); cultural resource impacts (20 ILCS 34/20, *coordinated with the IL Historic Preservation Agency*); and through the Office of Water Resources at IDNR, impacts to state waterways (615 ILCS 5/5).
 - IL Dept. of Public Health (Campground Licensing & Recreational Area Act, 210 ILCS 95/1).
 - Local Building or Zoning Agencies or Boards, where applicable.
- 11) Status of project progress should be reported to the DNR Grant Administrator assigned to the project **each January 1, April 1, July 1, and October 1** throughout the duration of project implementation (i.e., until the project's FINAL billing is submitted to the Illinois DNR). The enclosed "project status report" form is provided for your convenience. **Failure to submit a status report may result in forfeiture of reimbursement.**
- 12) Please contact the DNR Grants staff for assistance at 217/782-7481 if you have any questions as you proceed with project implementation regarding program requirements.

SPECIAL CONDITIONS FOR POOL PROJECTS

The local project sponsor must provide evidence that the Pool Manager and/or Assistant Pool Manager has attended a Certified Pool/Spa Operators course once every five years for the duration of the agreement.

The local project sponsor will provide a copy of the letter from the Illinois Department of Public Health authorizing the sponsor to renovate/construct the sponsor's swimming pool prior to commencement of the project. Upon completion of the project the sponsor will also submit to IDNR a copy of the IDPH license to operate the facility prior to receiving grant reimbursement.

ACCESSIBILITY SPECIFICATIONS GUIDE

All facilities constructed with State PARC assistance must be developed and designed to accommodate full accessibility standards as per the Illinois Accessibility Code (April, 1997) and the "Americans with Disabilities Act" Accessibility Guidelines (ADAAG).

Although the Illinois Accessibility Code standards do not address specific criteria for accessibility involving all recreational facilities, there is a reference to "Recreational Facilities" on Pg. 87 of the Code. A copy of the Illinois Accessibility Code may be obtained by calling 217/782-2864 (Springfield) or 312/814-6000 (Chicago).

To supplement this information, the U. S. Architectural and Transportation Barriers Compliance Board pursuant to ADA has developed final guidelines for recreation facilities and outdoor developed areas. Copies of the guidelines can be obtained by writing to: *Access Board, Recreation Report, 1331 "F" Street, N.W., Suite 1000, Washington, D.C. 20004-1111. Tele: 202/272-5434 or 800/514-0301 or contact their web site at www.access-board.gov.*

OPEN COMPETITIVE BIDDING

- 1) EXCEPT as noted below in items #2 - #6, all open competitive bidding for PARC projects shall be done in accordance with the local agency's statutory requirements governing public procurement.
- 2) **Language similar to the following should appear in all bid advertisements relative to the approved PARC grant project:**

This project is being financed, in part, with funds from the Illinois Department of Natural Resources, "Park and Recreational Facility Construction Grant Program" (PARC) grant program.
- 3) **The local sponsor shall encourage 1) "minority" business firms to submit bids on the approved project and 2) successful contract bidders to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction. This stipulation should be noted in all bid solicitation notices.**
- 4) Contract award(s) shall be made to the lowest responsible bidder whose bid properly addresses and complies with the invitation, and is most advantageous to the local sponsor; price and other factors considered. (Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid.) Justification for acceptance of a no-bid contract or awarding of contracts to other than the lowest bidder is **subject to Illinois DNR approval.**
- 5) The bid proposal forms should be structured for flexibility. This can usually be done most effectively with add/deduct alternates and bidding the work by specific/distinct work elements.

The instructions to bidders in the bid specifications should clearly indicate what constitutes a valid bid and how the contract/bid will be awarded (lowest responsible/qualified bidder for all work items versus individual work items; base bid and selected bid alternates versus base bid separate from bid alternates, etc.). It should also specify whether substitutes will be accepted and if scope of individual work elements can be modified.

In general, the *Instructions and General Conditions* section of the Bid Specifications should, at a minimum, address the following items:

- . Bid Opening Date
- . Number of days Bid must be held
- . Bid, Performance and Payment Bond/Security Requirements (*)
- . Contractor Insurance Requirements
- . Completion date and if liquidated damages occur for late completion
- . Terms of Payment to Contractor
- . Schedule of quantities/material list and Unit Costs
- . If Bid is for material or product supply, do not specify specific name brand WITHOUT also accepting "or approved equal". Also, specifications for a particular product or material being bid cannot be written in such detail so as to prevent an open and competitive bidding situation.

Bid specifications must include the requirement that contractors and subcontractors pay State Prevailing wages. For the specific requirements, review the Prevailing Wage Act (820 ILCS 130/0.01-12).

In addition, 50% of the labor hours on the project must be performed by actual residents of the State of Illinois. Article 80 of the FY 10 Budget Implementation (Capital) Act, P.A. 96-37 (HB 2424.)

(* Bonding requirements for all public works projects in Illinois are stipulated in the "Public Construction Bond Act" (30 ILCS 550/1 et.seq.) which states that every contractor on a public works project must provide to the satisfaction of the public agency *good and sufficient bond with adequate sureties to guarantee construction performance and payment of materials and labor used in such work.*

REMEMBER, the approved PARC grant project must be completed by the date specified in the Project Agreement. The local agency should ensure that all bidders are aware of the expected completion date by specifying the expected project construction start date and completion date in the bid specifications package.

- 6) In certain instances, conditions may arise after work has begun that are beyond the control of the local agency and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders. **If the change order involves 1) the total deletion of an identified project component, 2) the addition of a new component for which reimbursement will be sought or 3) exceeds \$10,000 in value, the local agency must receive Illinois DNR approval in order to ensure grant eligibility is maintained.** *For change orders in excess of \$10,000 (pursuant to Section 33E-9 of the Criminal Code of 1961, as amended) written assurance MUST BE provided to the Illinois DNR by the local agency that such a change order was not reasonably foreseen at the time of initial construction contract execution.*

BILLING REQUIREMENTS

- 1) Billing requests for grant reimbursement will be processed at the 50% and 100% completion levels. Only costs incurred during the specified "project period" indicated on the Project Agreement and necessary to complete approved project components are eligible for grant reimbursement.
- 2) The following documentation is required for project billings at 50% and 100%:
 - A) Completed "Development Project Billing Form" containing original signatures. (form enclosed)
 - B) Completed "Project Performance Report". (form enclosed)
 - C) Agreed Upon Procedures Report from CPA firm (including applicable schedules-see Attachment B on page 7). Costs claimed on the "Development Project Billing Form" must be reviewed and attested to by an independent CPA⁽¹⁾ in accordance with the *Statement on Standards for Attestation Engagements* as established by the American Institute of Certified Public Accountants. The independent Attestation will be based on the "Agreed Upon Procedures" developed by DNR and identified on Attachment A.

NOTE: The cost of having the independent attestation of the Project Billing conducted is considered an eligible project cost and may be claimed for grant reimbursement. Submit invoice from accounting firm and proof of payment.

(1) It is recommended that the CPA firm that conducts the Grantee's regular agency-wide audit be used for this purpose

In addition to the documents listed above, the following documentation is required for the 100% project billing:

- D) One photo of a sign acknowledging PARC grant assistance posted at the project site. Sign fabrication is the responsibility of the project sponsor. The acknowledgement shall incorporate the following language:

*"PARK AND RECREATIONAL FACILITY CONSTRUCTION GRANT PROGRAM"
ILLINOIS DEPARTMENT OF NATURAL RESOURCES*

- E) One copy of record (as-built) drawings (**drawings must be no larger than 11 X 17**). Drawings should be marked "as-built" and must be signed by the project manager or local official.

BILLING REQUIREMENTS CONTINUED

Information the Project Sponsor (grantee) will need to provide the CPA (auditor) in order to have the independent Billing Attestation efficiently completed according to the established "Agreed Upon Procedures":

Copy of the signed Project Agreement and any amendments executed thereto;

A "spread sheet or schedule" of all professional services (A/E) contracts and **publicly bid** construction contracts and associated contract change orders (if applicable) issued pursuant to the approved PARC project for which grant reimbursement is claimed.

The schedule should list the following: contractor or A/E firm name, project element completed by contract, contract amount and, if applicable, an itemized listing of any contract changes orders.
(See Attachment B for example);

Proof of bid advertisement for all publicly bid construction contracts;

Copy of "Bid Tabulation" for each publicly bid construction contract;

(If applicable) Justification for, and proof of Board action and IDNR approval, approving the awarding of any project construction contract to someone other than a low bidder;

A "Schedule of Project Expenditures" incurred pursuant to the approved PARC grant project for which grant reimbursement is claimed. **The schedule shall list, at a minimum, information shown in the example on Attachment B.** *The "schedule/spread sheet" must contain a "certification statement" signed by the Grantee's chief fiscal officer and chief administrator / elected officer attesting to the accuracy of the information;*

Copy of applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts.

“Agreed Upon Procedures” for PARC Project Billing Attestation

Costs claimed for PARC grant reimbursement on the Development Cost Summary Statement (Development Project Billing Form) must be attested to by an independent CPA licensed in the State of Illinois. The attestation shall be completed in general accordance with the Statement on Standards for Attestation Engagements as established by the American Institute of Certified Public Accountants and based on the following “Agreed Upon Procedures” developed by the Illinois Department of Natural Resources.

Recommended “Agreed Upon Procedures” for attesting to the eligibility of the costs claimed on the *Development Project Billing Form* signed and attested to by the local project sponsor (grantee):

- Based on both 1) the “Schedule of Professional Services (A/E) and publicly bid Project Contracts” and 2) the “Schedule of Project Expenditures” provided by the local project sponsor (grantee) as supporting documentation for the *Development Project Billing Form*, perform the following procedures and provide a report detailing the results. **The report should include copies of the aforementioned schedules and the signed *Development Billing Form* provided by the local project sponsor (grantee).**
 - A. Verify that all contracts listed on the schedule were for work germane to the scope of the approved PARC project as described on the signed Project Agreement and any amendments thereto, and, with the exception of project professional services (A/E) contracts, were executed after the project start date indicated on the signed Project Agreement. Identify and report any exceptions.
 - B. With the exception of Professional Services (A/E) contracts, verify that the local project sponsor (grantee) has complied with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts. Identify and report any exceptions.
 - C. Verify that all publicly bid construction contracts executed for the project were awarded to the low bidder. Identify and report any exceptions and attach written justification from local project sponsor (grantee) for their awarding any contract to someone other than the low bidder.
 - D. Verify that all change orders to the construction contracts are germane to the approved PARC project scope and that any change orders of \$10,000 or more were approved by DNR. Identify and report any noted exceptions and attach a copy of any change order noted as an exception.
 - E. Sample a minimum of 25% of the project expenditures listed on the “Schedule of Expenditures” (sample shall represent at least 50% of total project expenditure value) and trace to the local project sponsor’s accounting record system and verify the costs are germane to the project scope and, with the exception of project professional services (A/E fees), were incurred during the project period specified on the signed Project Agreement. Identify and report any noted exceptions.
 - F. Verify that “Prevailing Wage” language was included in any/all construction contract(s). Identify and report any exceptions.
 - G. Verify that local matching dollars for the project did not include federal or other state funds.

ATTACHMENT B

1. Schedule of Professional Services (A/E) and Publicly Bid Project Contracts [SAMPLE FORMAT]

Grant Project #: _____

| Firm Name | Project Element | Base Contract Amt | C. O. # and Amt | Total |
|-----------------------|--------------------------------|-------------------|--------------------|----------------|
| John Doe & Associates | A/E services | \$181,500.00 | | \$181,500.00 |
| Acme Paving Co. | Parking lot paving | \$98,500.00 | #1 - \$11,500.00 | |
| | | | #2 - \$3,100.00 | \$113,100.00 |
| ABC Construction Co. | Recreation Center construction | \$2,379,000.00 | #1 - 27,800.00 | |
| | | | #2 - 8,530.00 | |
| | | | #3 - \$39,900.00 | |
| | | | #4 - \$1,800.00 | |
| | | | #5 - \$2,300.00 | \$2,459,330.00 |
| Springdale Co. | Outdoor Sitework | \$44,200.00 | #1 - \$1,200.00 | \$ 45,400.00 |
| | | | | |
| TOTAL | | | | \$2,799,330.00 |

2. Schedule of Project Expenditures (Grant Project #: _____) [SAMPLE FORMAT]

| Vendor/Contractor Name | Project Element | Invoice Date and Number | Invoice Amount | Payment Check # | Amount | Amount Claimed for Grant Reimbursement |
|------------------------|-----------------|-------------------------|----------------|-----------------|--------|--|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

I hereby certify that the costs shown on this "Schedule of Project Expenditures" are true and correct and based on actual expenditures by the Project Sponsor for the referenced PARC project; that grant reimbursement/payment from the State of Illinois has not been received for these costs; and that the costs are in accordance with provisions of the Illinois PARC grant program (17 IL Adm Code 3070).

(Name & Title)

(Signature of Chief Administrator/Elected Official)

ATTESTED BY: _____
(Signature of local agency's chief fiscal officer)

RECORD RETENTION / AUDIT REQUIREMENTS

A. Record Retention

As stipulated in the General Provisions of the grant Project Agreement, the local project sponsor (grantee) must maintain, for a minimum **three (3) year** period following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the Illinois DNR and/or the State of Illinois, Auditor General, and the Attorney General for auditing at reasonable times. Failure by the grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

B. Audit Requirements

Local agencies receiving a cumulative total of \$500,000 or more in state PARC assistance in a given year are required to have an agency-wide annual financial and compliance audit conducted as is generally required by 1) state law (65 ILCS 5/8-8-1 et seq. Or 55 ILCS 5/6-31001 et seq.) 2) by the grantee's own governing body, as applicable. A copy of the audit must be provided to DNR, upon request, OR if any findings (irregularities) involving the PARC grant are reported in the audit.

The audit must be conducted by an independent public accountant, certified and licensed by authority of the State of Illinois and conducted in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA, 1985) Procurement of the necessary audit(s) is the responsibility of the local agency and can follow established local procurement procedures, provided those procedure promotes an open and competitive environment.

C. Audit Resolution

The grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by the Illinois DNR or its representative, the grantee shall be responsible for repayment of such costs.

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES
PARK AND RECREATIONAL FACILITY CONSTRUCTION GRANT PROGRAM

DEVELOPMENT PROJECT BILLING FORM

Project #: _____ Project Billing #: _____
 Project Sponsor: _____
 Project Title: _____ F.E.I.N./T.I.N. ____ - _____

DEVELOPMENT COSTS SUMMARY STATEMENT

| Cost Category | Expenditures |
|--|--------------|
| Construction Costs (Bid Contracts) | |
| | |
| | |
| Architectural/Engineering Fees | |
| Other (Specify) | |
| CPA Attestation Fee, if applicable (attach copy of invoice & proof of payment) | |
| TOTAL | |
| Less Local Agency Share | |
| Amount Claimed for Grant Reimbursement | |

I hereby certify that this Billing is correct and just and based upon actual payment(s) of record by the participant local political subdivision; that payment from the State of Illinois has not been received for these costs; and that the completed work and services or purchases are in accordance with provisions of the Park and Recreational Facility Construction Grant Program (17IL Adm. Code 3070 pursuant to 30 ILCS 764/1 et. seq.) and the signed Project Agreement, including amendments thereto, with the Illinois Department of Natural Resources.

BY: _____
(Signature)

NAME: _____

TITLE: _____

AGENCY: _____

DATE: _____
(Document must be attested to by the local agency's fiscal officer)

ATTESTED BY: _____

TITLE: _____



STATE OF ILLINOIS PERIODIC PERFORMANCE REPORT

Periodic Performance Report (PPR) Instructions

The Periodic Performance Report (PPR) is a standard, uniform statewide performance progress reporting format used by all state agencies to collect performance information from recipients of state grant awards. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the Grant Agreement (UGA), all grant awards are subject to periodic performance reporting.

General instructions for completing the PPR are contained below. **PLEASE READ ALL INSTRUCTIONS BEFORE COMPLETING THE PPR.** Please contact the state agency's points of contact specified in the "State Agency Contacts" section of your UGA if additional support is needed completing the PPR.

If the UGA specifies an alternative file or external database for grant performance reporting, the grantee should mark the shaded box in the PPR accordingly. In the *File Name or Database Source* field, enter the name of the alternative file or database utilized. The grantee is not required to complete Sections 14 - 22 if the information is provided in an alternative format specified in the UGA.

Report Submission

1. The grantee must submit the PPR cover page and any forms required by the awarding state agency as specified in the UGA.
2. The PPR must be submitted to the attention of the state agency's points of contact specified in the "State Agency Contacts" section of your UGA in accordance with the requirements established in the award document.
3. If additional space is needed to support the PPR, supplemental pages should be attached. As indicated on the PPR, responses to Sections 14 - 22 may be provided in a separate format. If additional pages are provided, the pages should be numbered and must reference:
 - a. Grant number
 - b. Grantee organization
 - c. DUNS number
 - d. FEIN
 - e. Period covered by the PPR

Reporting Requirements

1. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the UGA, all grant awards are required to submit a PPR in accordance with the terms established in the UGA.
2. The frequency of the PPR is specified in the Notice of Funding Opportunity (NOFO) and the UGA. The PPR must be submitted within the specified time frames. A submittal will be considered "late" if it is more than 15 calendar days past the due date or the date specified by the State agency's JCAR Rules (including approved extensions.)
3. Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports." If the report of more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>.)
4. A final PPR shall be required at the completion of the grant award. For final PPRs, the reporting period end date shall be the end date of the project / grant period.



STATE OF ILLINOIS PERIODIC PERFORMANCE REPORT

| Section | Data Element | Section Instruction for PPR |
|---|------------------------------------|---|
| 1 | <i>Grantee Name (per UGA)</i> | Enter the name of the grantee exactly as stated in the UGA. |
| 2 | <i>Grant Number</i> | Enter the number assigned by the awarding state agency; Grant Number specified in the UGA. |
| 3 | <i>Grantee DUNS</i> | Enter the grantee's Dun and Bradstreet number. |
| 4 | <i>CSFA Number</i> | Enter the number assigned to the program through the Catalog of State Financial Assistance. |
| 5 | <i>Grantee FEIN</i> | Enter the grantee's Federal Employer Identification Number provided by the Internal Revenue Service. |
| 6 | <i>Program Name (per UGA)</i> | Enter the program name exactly as stated in the UGA. |
| 7 | <i>CFDA Number(s)</i> | Enter the Catalog of Federal Domestic Assistance (CFDA) number(s) as stated in the UGA. If the program is funded by more than one CFDA, list each CFDA number. |
| 8 | <i>State Agency (Grantor)</i> | Enter the name of the state agency awarding the grant as identified in the UGA. |
| 9 | <i>Agreement Period</i> | Enter the agreement period established in the Grant Agreement. This may span multiple years, based on the terms of the UGA. |
| 10 | <i>Report Period End Date</i> | Enter the ending date of the reporting period. The reporting periods are specified in the UGA. |
| 11 | <i>Final Report?</i> | Mark appropriate box. Check "yes" only if this is the final or last PPR for the Agreement Period specified in Section 9. |
| 12 | <i>Report Frequency</i> | Select the appropriate term corresponding to the requirements specified in the UGA. "Other" may be used when a different reporting schedule is required due to Specific Conditions. State the frequency as state in the UGA Specific Conditions. |
| 13 | <i>Prepared Date:</i> | Enter date the PPR was prepared by the grantee. |
| Responses to Sections 14 - 22 may be provided in a separate format. All grantees must complete Section 23. | | |
| 14 | <i>Deliverable (if applicable)</i> | <p>List all high-level deliverables required under the current, approved UGA. Enter one Deliverable per row.</p> <p style="margin-left: 40px;">- Examples of Deliverables could include:</p> <ul style="list-style-type: none"> o Provide IT training o Purchase equipment o Hire contractors o Conduct workshop o Submit document <p>As delineated in the UGA, "Deliverables" are not "Performance Measures." Performance Measures are addressed in Section 18 - 22.</p> <p>Grantees are not required to report on deliverables that were due and completed in prior reporting periods.</p> |
| 15 | <i>Due Date</i> | Per the current, approved UGA , enter the Due Date for the corresponding Deliverable. This date may fall outside the time frame of the current PPR. |
| 16 | <i>Date Completed</i> | Enter the date the Deliverable task was completed. If the task has not yet been completed, leave this cell blank. |



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

| Section | Data Element | Section Instruction for PPR |
|---------|--|--|
| 17 | <i>Deliverable Explanation</i> | <p>Briefly explain progress towards meeting the Deliverable to inform the awarding agency of challenges and successes. If additional space is needed, attach a supporting narrative.</p> <p>A description of the challenges and plans for overcome must be provided if:</p> <ul style="list-style-type: none"> - Deliverable was completed after the Due Date, - Deliverable is not completed and the Due Date has passed, or - Grantee anticipates the Deliverable will not be completed by a future Due Date. <p>If the grantee is on pace to complete a Deliverable that comes due after the reporting period, the grantee should, at a minimum, enter "On schedule" in Section 17.</p> |
| 18 | <i>Performance Measures</i> | Enter all Performance Measures required in Exhibit E of under the <u>current, approved</u> UGA. Enter one Performance Measure per row. |
| 19 | <i>Performance Standard/Frequency</i> | <p>Based on the <u>current, approved</u> UGA, enter the Performance Standard (or target) for the corresponding Performance Measure and the reporting frequency (annual/quarterly/monthly/etc.) based on Exhibit F of the Grant Agreement.</p> <ul style="list-style-type: none"> - Examples of Performance Standards/Frequency could include: <ul style="list-style-type: none"> o 1,000 Persons Trained/quarter o \$250,000 capital leveraged/year o 500 Patients Rehabilitated/month <p>If the Performance Standard fluctuates over time per the UGA, the Standard listed should apply to the specific report period.</p> |
| 20 | <i>Results/Accomplishments in Reporting Period</i> | Based on the <u>current, approved</u> UGA, enter the actual results for the corresponding Performance Measure for the specific report period. |
| 21 | <i>Required (R) or Inform Only (IO)</i> | <p>Based on the <u>current, approved</u> UGA, indicate whether the performance standard in Section 19 is a grant "requirement."</p> <ul style="list-style-type: none"> - Enter "R" if meeting or exceeding the Performance Standard is necessary to satisfy grant terms. Failure to meet the Standard may indicate that the grantee is not in compliance. - Enter "IO" if the data is collected for programmatic or assessment purposes. Failure to meet an "IO" Performance Standard may not imply that the grantee is out of compliance. |
| 22 | <i>Performance Explanation - Award to Date</i> | <p>Mark the appropriate check box based on whether or not ALL performance accomplishments are on schedule with performance standards.</p> <p>Section 22 is not limited to the reporting period. Responses are <u>award to date</u>.</p> <p>If any performance measure results / accomplishments (Section 20) are below the required standards (Section 19), an explanation must be provided to inform the awarding agency about the deviation. Consider internal and external factors that impact performance. Attach a supporting narrative if additional space is needed.</p> <p>Grantees are <i>encouraged</i> to highlight factors that enable grant performance to exceed performance standards.</p> |



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

| Section | Data Element | Section Instructions for PPR |
|---|--|--|
| All grantees must complete Section 23. | | |
| 23 | <i>Performance Accomplishment Correlated to Reported Expenses</i> | <p>Federal Uniform Guidance requires periodic reporting to correlate performance and expenses within a report period. Correlation reporting focuses on the degree to which expended resources are effectively achieving anticipated outcomes.</p> <p>Determine if grant performance (service / outcomes) is on schedule with the anticipated timing of incurred grant expenditures / earnings per the terms of the UGA. Mark the appropriate box. Per the UGA, the award may have services / outcomes that occur at a different time than the expense. The award may be on schedule because it is expected that expenses and services / outcomes occur at different intervals.</p> <p>Grantees must provide an explanation if grant performance to-date does not correlate to the timing of incurred expenses / earnings per UGA terms. Attach a supporting narrative if additional space is needed.</p> <p>Grantees are <i>encouraged</i> to inform the awarding agency if internal or external factors are causing a better than anticipated correlation.</p> |
| Grantee Certification / State Agency Acceptance | | |
| <i>Grantee Certification</i> | | |
| Federal Uniform Guidance (2 CFR 200.415) requires an authorized grantee representative certify the accuracy of the information provided in the PPR. | | |
| 24 | <i>Name and Title of Authorized Individual from Grantee Organization</i> | Enter the name and title of the grantee representative certifying the PPR. This individual must be authorized to represent the grantee in this capacity. |
| 25 | <i>Phone Number</i> | Enter the phone number of the grantee representative certifying the PPR. |
| 26 | <i>Email Address</i> | Enter the email address of the grantee representative certifying the PPR. |
| 27 | <i>Name and Title of State Agency PPR Approver</i> | Enter the name and title of the state agency representative authorized to approve the PPR. |
| 28 | <i>Date Received</i> | Enter the date the state agency representative received the PPR. |
| 29 | <i>Date Approved</i> | Enter the date the state agency representative approves the PPR. |



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

Report Transmittal

| | | | |
|---|--|--|--|
| 1. Grantee Name (per UGA): | | 3. Grantee DUNS: | |
| 2. Grant Number: | | 5. Grantee FEIN: | |
| 4. CSFA Number: | | 7. CFDA Number(s): | |
| 6. Program Name (per UGA): | | 10. Report Period End Date: (Month/Day/Year): | |
| 8. State Agency (Grantor): | | 13. Prepared Date: | |
| 9. Agreement Period: Start Date (Month/Day/Year): | | End Date (Month/Day/Year): | |
| 11. Final Report? <input type="checkbox"/> Yes <input type="checkbox"/> No | | 12. Report Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Other (specify): | |
| <p>Responses to Sections 14 - 22 may be provided in a separate format. All grantees must complete Section 23.</p> <p><input type="checkbox"/> Alternative file or database used.</p> | | | |
| File Name or Database Source: | | | |
| Alternative formats are not allowed. Please complete all fields for 14-17 below, entering N/A for items that are not applicable. | | | |
| 14. Deliverable (if applicable): (Separate line for each based on UGA) | | 15. Due Date (based on UGA) | |
| 16. Date Completed | | 17. Deliverable Explanation: | |
| Archaeological survey submitted (Include only if required by CERP form. If not required, enter N/A in 17. Deliverable Explanation) | | ADD - Delete ADD DEL | |
| Wetland development plans submitted (Include only if required by CERP form) | | ADD DEL | |
| Anticipated Bid Advertisement Date set (Include date in 17. Deliverable Explanation) | | ADD DEL | |



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

| 14. Deliverable (if applicable): (Separate line for each based on UGA) | 15. Due Date (based on UGA) | 16. Date Completed | 17. Deliverable Explanation: | Add - Delete |
|---|---|--|---|--------------------------|
| Construction permitting in progress (Describe what permits are still needed and their status in 17. Deliverable Explanation) | | | | ADD DEL |
| All necessary construction permits secured | | | | ADD DEL |
| Playground plans submitted to DNR for review and approval (if applicable) | | | | ADD DEL |
| Form FA DOC-1 submitted to DNR (Required if Force Account Labor is being used) | | | | ADD DEL |
| Draft Bid Documents completed and include compliance requirement that contractors pay State Prevailing Wage (Prevailing Wage Act 820 ILCS 130/0.01-12) | | | | ADD DEL |
| Project put out to bid | | | | |
| Project bids received, contractor selection in progress (Include anticipated construction start and end dates in 17. Deliverable Explanation) | | | | ADD DEL ADD DEL |
| Project under construction (Include percent complete in 17. Deliverable Explanation. Please use only the following percentages: <25%, 25%, 50%, 75%, 90%, 100%) | | | | ADD DEL |
| Project construction complete (Include anticipated final billing submittal date in 17. Deliverable Explanation) | | | | ADD DEL |
| 18. Performance Measures: (Separate line for each based on UGA Exhibit E) | 19. Performance Standard-Frequency (Based on UGA Exhibit F) | 20. Results - Accomplishments in Reporting Period | 21. Required (R) or Inform Only (IO) | Add - Delete |
| Recreational Amenities completed | Final Report only | | IO | ADD DEL |



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

| | |
|---|-----------------|
| 22. Performance Explanation - Award to Date: | Add - Delete |
| <input type="checkbox"/> All performance accomplishments are on schedule with performance standards. | |
| <input type="checkbox"/> Not all performance accomplishments are on schedule with performance standards. Explanation(s) required below: (Separate lines as appropriate.) | |
| 23. Performance Accomplishments Correlated to Reported Expenses: | ADD DEL |
| <input type="checkbox"/> Performance is consistent with grant-to-date expected services and expenditures/earnings. | |
| <input type="checkbox"/> Performance is not consistent with grant-to-date expected services and expenditures/earnings. Explanation(s) required below: (Separate lines as appropriate.) | Add - Delete |
| | ADD DEL |

GRANTEE CERTIFICATION (2 CFR 200.415)

By signing [authorizing] this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the [related] expenditures, disbursements, cash receipts and reported performance are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

24. Name and Title of Authorized Individual from Grantee Organization:

25. Phone Number

26. Email Address:

STATE AGENCY USE ONLY

27. Name and Title of State Agency PPR Approver:

28. Date Received:

28. Date Approved:



STATE OF ILLINOIS
PERIODIC FINANCIAL REPORT

Periodic Financial Report (PFR) Instructions

The Periodic Financial Report (PFR) is a standard, uniform statewide financial reporting format used by all state agencies to collect financial information from recipients of state grant awards. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the Uniform Grant Agreement (UGA), all grant awards are subject to periodic financial reporting.

General instructions for completing the PFR are contained below. **PLEASE READ ALL INSTRUCTIONS BEFORE COMPLETING THE PFR.** Please contact the state agency's point of contact specified in the "State Agency Contacts" section of your UGA if additional support is needed completing the PFR.

Report Submission

1. The grantee must submit the PFR and any forms required by the awarding state agency as specified in the UGA. State awarding agencies have discretion to add to or supplement the PFR as necessary.
2. The PFR must be submitted to the attention of the state agency's points of contact specified in the "State Agency Contacts" section of your UGA in accordance with the requirements established in the award document.

Reporting Requirements

1. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the UGA, all grant awards are required to submit a PFR in accordance with the terms established in the UGA.
2. The Category / Program Expenses or line items of the PFR template should correspond to the current, approved grant budget. All program-specific line items included in the approved budget should be included in the PFR.
3. Use "N/A" for Not Applicable if a data field in Sections (a) through (w) is not relevant to the grant agreement (e.g., Program Income). Terms of the UGA dictate if a field is relevant.
4. The frequency of the PFR is specified in the Notice of Funding Opportunity (NOFO) and the UGA. The PFR must be submitted within the specified time frames.. A submittal will be considered "late" if it is more than 15 calendar days past the due date or the date specified by the State agency's JCAR Rules (including approved extensions.)
5. Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports." If the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List:
<https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>.)
6. A final PFR shall be required at the completion of the grant term. For final PFRs, the reporting period end date shall be the end date of the project / grant award.
7. A separate consolidated year-end financial report traced to the organization's financial statement is also required. The Consolidated Year-end Financial Report is inclusive of all State of Illinois funding received by the grantee organization. A separate reporting template and instructions are provided for consolidated year-end reporting.



STATE OF ILLINOIS
PERIODIC FINANCIAL REPORT

| Section | Data Element | Section Instruction for PFR |
|---------|--|---|
| | State Agency/Grantor | State Awarding Agency Name. |
| (a) | Grantee Name | Enter the name of the grantee as exactly stated in the UGA. |
| (b) | Grant Number | Number assigned by the state awarding agency to the grant award and specified in the UGA. |
| (c) | CSFA | Number assigned through the Catalog of State Financial Assistance. |
| (d) | CFDA(s) | Enter the Catalog of Federal Domestic Assistance (CFDA) number(s) as stated in the UGA. If the program is funded by more than one CFDA, list each CFDA number. |
| (e) | Appropriation Number(s) (State Agency Use Only) | (For State Agency Use Only) Enter the 16 digit State Appropriation code(s) that fund the grant. |
| (f) | FEIN Number | Enter the grantee's Federal Employer Identification Number provided by the Internal Revenue Service. |
| (g) | DUNS | Enter the grantee's Dun and Bradstreet number. |
| (h) | Program Name and/or Code | Enter the program name and / or code exactly stated in the UGA. |
| (i) | Date Prepared | Enter date PFR was developed and submitted by the grantee to the awarding state agency. |
| (j) | Agreement Period | Indicate the start and end date established in the UGA. This may span multiple years, based on the terms of the UGA. |
| (k) | Report Period | Enter the start and ending date of the reporting period. The reporting frequency is specified in the UGA. |
| (l) | Final Report for Award Period | Mark the box to identify this PFR is the final report required for the Agreement Period specified in Section (j). |
| (m) | No changes from prior reporting period and/ or No new expenses | Mark the box if there are no changes from the prior reporting period and/or no new expenses. |
| (n) | Indirect Cost Rate | Enter the Indirect Cost Rate percentage (%) as accepted by your State Cognizant Agency for indirect cost reimbursement on this particular award. (Example: 10%) - If no indirect cost reimbursement is requested please enter 0% |
| (o) | Approved Indirect Cost Rate Base | Enter the Indirect Cost Base description as accepted by your State Cognizant Agency for indirect cost reimbursement on this particular award. (Example: Modified Total Direct Costs - MTDC) - If no indirect cost reimbursement is requested please enter N/A. |
| (p) | Program Restrictions | Based on the UGA, select "Yes" or "No" to indicate if there are funding-related program restrictions that will be monitored. |
| (q) | List of Restrictions | Specify the program restriction(s) if Section (p) was marked "Yes". |
| (r) | Mandatory Match % | If the UGA includes a mandatory match, select "Yes" and identify percentage in the field provided. If the UGA does not include a mandatory match, select "No". |
| (s) | Specify Match | Specify the match percentage if Section (r) was marked "Yes". |



STATE OF ILLINOIS
PERIODIC FINANCIAL REPORT

| Section | Data Element | Section Instruction for PFR |
|---------|--|--|
| (t) | Program Income (Award to Date) | Enter the cumulative amount of grant program income earned to date including current reporting period. Apply agency policy if required to include program income under budget to actual reporting. |
| (u) | Program Income (In current reporting period) | Enter the amount of grant program income earned during the current reporting period. |
| (v) | Interest Earned (Award to Date) | Enter the cumulative amount of grant interest earned to date including current reporting period. |
| (w) | Interest Earned (In current reporting period) | Enter the amount of grant interest earned during the current reporting period. |
| (x) | Category / Program Expenses | Enter all current and approved line items as exactly stated within the current, approved grant budget. All program expenses must align with specified line items. |
| (y) | Current Approved Budget (Enter this item first for every Category/Program Expense) | |
| | Approved Budget | Enter the most current, approved budget amount for each program expense line item. |
| | Remaining Balance Available | AUTO CALCULATED: Approved Budget for the line item minus Post Adjustment Grant Expenses (Award to Date) |
| | Expend % | AUTO CALCULATED: Post Adjustment Grant Expenses (Award to Date) divided by Approved Budget for the line item. |
| (z) | Grant Expenditures | |
| | Current Period Grant Expense | Enter the amount of expenditures for each line item being reported as expenditures for this award during the period identified in Section (k). |
| | Prior Approved Grant Expenses | Enter the amount of expenses by line item reported and approved for this line item prior to this reporting period. |
| | Grant Expense Adjustment | Enter any adjustments / corrections needed to restate expenditures reported in a prior period. |
| | Post Adjustment Grant Expenses (Award to Date) | AUTO CALCULATED: Sum of Current Period Grant Expenses, Prior Approved Grant Expenses and Adjustments. |
| (aa) | Current Period Match | Enter amount of cash and in-kind contributions to the grant program for the current reporting period's match requirements. See 2 CFR 200.306. |
| | Cash | Enter amount of cash contributed to the grant program for the current reporting period. |
| | In-Kind | Enter value of non-cash contributions to the grant program for the current reporting period. |
| | Total | AUTO CALCULATED: Total of Cash and In-kind contributions to the grant program in the current reporting period. |
| (bb) | Total Match (Award to Date) | Enter prior reporting period Total match based on the Previous PFR (Prior Award to Date) plus Total of Current Period Match for the grant program. |
| (cc) | Total Direct Expenses | AUTO CALCULATED: Sum of the line entries in each column for section (y), (z), (aa) and (bb). |
| (dd) | Indirect Costs | Enter computed indirect costs based on Sections (n) and (o). |
| (ee) | Total Expenditures | AUTO CALCULATED: Total Direct Expenses plus Indirect Costs. |



STATE OF ILLINOIS
PERIODIC FINANCIAL REPORT

| Section | Data Element | Section Instruction for PFR (continued) |
|---------|--|--|
| | Grantee Certification (2 CFR 200.415) | Federal Uniform Guidance (2 CFR 200.415) requires an authorized grantee representative to certify the accuracy of the information provided in the PFR |
| (ff) | Name and Title of Authorized Grantee Representative | Enter the name and title of the grantee representative certifying the PFR. This individual must be authorized to represent the grantee in this capacity. |
| (gg) | Date Submitted | Enter the date the Authorized Grantee Representative submitted the PFR. |
| (hh) | Email | Enter the email address of the Authorized Grantee Representative certifying the PFR. |
| (ii) | Telephone Number | Enter the phone number of the Authorized Grantee Representative certifying the PFR. |
| (ji) | Name and Title of State Agency Authorized Individual | State agency representative authorized to review and approve PFR. |
| (kk) | Date Received | Date the state agency representative received the submitted PFR. |
| (ll) | Date Approved | Date the state agency representative authorized approves the PFR. |



STATE OF ILLINOIS
PERIODIC FINANCIAL REPORT

| | | | | |
|--|--|-------------------------|--------------------|--|
| (a) Grantee Name | (b) Grant Number | (c) CSFA | (d) CFDA(s) | (e) Appropriation Number(s) (State Agency Use Only) |
| (f) FEIN Number | (g) DUNS | | | |
| (j) Agreement Period | (h) Program Name and/or Code | | | |
| thru | (k) Report Period | (l) Final Report | | |
| | July 1 or Start Date | thru | June 30 | for Award Period <input type="checkbox"/> |
| (n) Indirect Cost Rate: | (m) No changes from prior reporting period <input type="checkbox"/> | | | |
| | and/or No new expenses | | | |
| (p) Program Restrictions: | (o) Approved Indirect Cost Base: | | | |
| Yes <input type="checkbox"/> No <input type="checkbox"/> | | | | |
| (r) Mandatory Match %: | (q) List of Restrictions: | | | |
| Yes <input type="checkbox"/> No <input type="checkbox"/> | | | | |
| (t) Program Income (Award to Date) | (u) Program Income (In current reporting period) | | | (v) Interest earned (Award to Date) |
| \$0.00 | | | | \$0.00 |
| | (w) Interest earned (In current reporting period) | | | |

| (x) Category/Program Expenses | (y) Current Approved Budget | | | (z) Grant Expenditures | | | | (aa) Current Period Match | | (bb) Total Match (Award to Date) | Add/ Delete Row |
|---|-----------------------------|-----------------------------|----------|------------------------------|-------------------------------|--------------------------|--|---------------------------|---------|----------------------------------|-----------------|
| | Approved Budget | Remaining Balance Available | Expend % | Current Period Grant Expense | Prior Approved Grant Expenses | Grant Expense Adjustment | Post-Adjustment Grant Expenses (award to date) | Cash | In-kind | | |
| For July 1 status reports only, dollar amount of incurred cost from July 1 of previous year to present. Incurred costs represent actual payment made by the grantee that have not yet been billed to the State. If you received advance payment, don't include the amount of the advance payment and/or grantee's match of the advance payment. | | | 0.00 | | | | | | | | ADD |
| (cc) TOTAL DIRECT EXPENSES | | | 0.00 | | | | | | | | DEL |
| (dd) Indirect Costs | | | 0.00 | | | | | | | | |
| (cc) TOTAL EXPENDITURES | | | 0.00 | | | | | | | | |



STATE OF ILLINOIS
PERIODIC FINANCIAL REPORT

GRANTEE CERTIFICATION (2CFR 200.415)

By signing [authorizing] this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the [related] expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

(ff) Name and Title of Authorized Grantee Representative:

(gg) Date Submitted:

(hh) E-mail:

(ii) Telephone Number:

STATE AGENCY USE ONLY

(jj) Name and Title of State Agency Individual Authorized to Approve Report:

(kk) Date Received:

(ll) Date Approved:



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of Natural Resources

Organization Name: Village of Rantoul

Notice of Funding Opportunity (NOFO) Number: 2014PARC

Data Universal Number System (DUNS) Number (enter numbers only): 0608660350

Catalog of State Financial Assistance (CSFA) Number: 422-11-1165

CSFA Short Description: PARC Grant Program

Section A: State of Illinois Funds

Fiscal Year: 01/01/2019

| REVENUES | Total Revenue |
|--|---------------------------|
| State of Illinois Grant Requested | \$ 750,000.00 |
| Budget Expenditure Categories | Total Expenditures |
| 1. Personnel (Salary and Wages) | \$ 200,430 |
| 2. Fringe Benefits | \$ 200,431 |
| 3. Travel | \$ 200,474 |
| 4. Equipment | \$ 200,439 |
| 5. Supplies | \$ 200,94 |
| 6. Contractual Services and Subawards | \$ 200,318 & 200,92 |
| 7. Consultant (Professional Service) | \$ 200,459 |
| 8. Construction | \$ 54,500.00 |
| 9. Occupancy (Rent and Utilities) | \$ 200,465 |
| 10. Research and Development (R&D) | \$ 200,87 |
| 11. Telecommunications | \$ |
| 12. Training and Education | \$ 200,472 |
| 13. Direct Administrative Costs | \$ 200,413 (c) |
| 14. Miscellaneous Costs | \$ |
| 15. A. Grant Exclusive Line Item(s) | \$ |
| 15. B. Grant Exclusive Line Item(s) | \$ |
| 16. Total Direct Costs (add lines 1-15) | \$ 750,000.00 |
| 17. Total Indirect Costs | \$ |
| Rate %: | |
| Base: | |
| 18. Total Costs State Grant Funds (Lines 16 and 17) | \$ 750,000.00 |
| MUST EQUAL REVENUE TOTALS ABOVE | \$ 750,000.00 |

Instructions found at end of document.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Village of Rantoul

NOFO Number: 2014PARC

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
 b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
 c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68]. **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or

complies with other statutory policies.

The Restricted Indirect Cost Rate is: _____ %

5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: _____ To: _____ Approving Federal or State Agency: _____

Indirect Cost Rate: _____ % The Distribution Base Is: _____



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Village of Rantoul

NOFO Number: 2014PARC

Section B: Non-State of Illinois Funds

Fiscal Year: 01/01/2019

| REVENUES | (Agency to Populate) | Total Revenue |
|--|--|---------------------------|
| Grantee Match Requirement %: | 10 | |
| b) Cash | | \$ 100,000.00 |
| c) Non-Cash | | \$ |
| d) other Funding and Contributions | | \$ |
| Total Non-State Funds (lined b through d) | | \$ 100,000.00 |
| Budget Expenditure Categories | | |
| | OMB Uniform Guidance Federal Awards Reference 2 CFR 200 | Total Expenditures |
| 1. Personnel (Salaries and Wages) | 200.430 | \$ |
| 2. Fringe Benefits | 200.431 | \$ |
| 3. Travel | 200.474 | \$ |
| 4. Equipment | 200.439 | \$ 75,500.00 |
| 5. Supplies | 200.94 | \$ |
| 6. Contractual Services and Subawards | 200.318 & 200.92 | \$ 1,000.00 |
| 7. Consultant (Professional Services) | 200.459 | \$ 23,500.00 |
| 8. Construction | | \$ |
| 9. Occupancy (Rent and Utilities) | 200.465 | \$ |
| 10. Research and Development (R&D) | 200.87 | \$ |
| 11. Telecommunications | | \$ |
| 12. Training and Education | 200.472 | \$ |
| 13. Direct Administrative Costs | 200.413 (c) | \$ |
| 14. Miscellaneous Costs | | \$ |
| 15. A. Grant Exclusive Line Item(s) | | \$ |
| 15. B. Grant Exclusive Line Item(s) | | \$ |
| 16. Total Direct Costs (add lines 1-15) | 200.413 | \$ 100,000.00 |
| 17. Total indirect Costs | 200.414 | \$ |
| Rate %: | | |
| Base: | | |
| 18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE | | \$ 100,000.00 |



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Village of Rantoul NOFO Number: 2014PARC
 Data Universal Number System (DUNS) Number (enter numbers only) : 060860350 Fiscal Year: 01/01/2019
 Catalog of State Financial Assistance (CSFA) Number: 422-11-1165 CSFA Short Description: PARC Grant Program

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Village of Rantoul
 Institution/Organization Name:

Village of Rantoul
 Institution/Organization Name:

Pat Chamberlin
 Title (Chief Financial Officer or equivalent):

Charles Smith
 Title (Executive Director or equivalent):

Pat Chamberlin
 Printed Name (Chief Financial Officer or equivalent):

Charles Smith
 Printed Name (Executive Director or equivalent):

[Signature]
 Signature (Chief Financial Officer or equivalent):

[Signature]
 Signature (Executive Director or equivalent):

12-4-18
 Date of Execution (Chief Financial Officer):

12-4-18
 Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely. 4-digit extension if applicable:

Sub-recipient DUNS: N/A Sub-recipient Parent Company DUNS:

Sub-recipient Name:

Sub-recipient DBA Name:

Sub-recipient Street Address:

City: State: Zip-Code: Congressional District:

Sub-recipient Principal Place of Performance:

City: State: Zip-Code: Congressional District:

Contract Number (if known): Award Amount: Project Period: From: Project Period: To:

State of Illinois Awarding Agency and Project Detail Description:

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes If Yes, must answer Q2 below. No If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes If Yes, must answer Q2 below. No If No, you are not required to provide data.

Please provide names and total compensation of the top five officials:

| | |
|-------|---------|
| Name: | Amount: |



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

1). Personnel (Salaries and Wages) (2 CFR 200.430)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

| Name | Position | Salary or Wage | Basis (Yr./Mo./Hr.) | % of Time | Length of Time | Personnel Cost | Add/Delete Row |
|--|----------|----------------|---------------------|-----------|----------------|----------------|----------------|
| N/A | | | Hourly | % | | | Add Delete |
| State Total | | | | | | | |
| NON-State Total | | | | | | | Add Delete |
| Total Personnel | | | | | | | |
| Personnel Narrative (State): | | | | | | | |
| Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding") | | | | | | | |



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

2). Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

| Name | Position(s) | Base | Rate (%) | Fringe Benefit Cost | Add/Delete Rows |
|--|-------------|------|----------|---------------------|-----------------|
| N/A | | | % | | Add Delete |
| State Total | | | | | Add Delete |
| Non-State Total | | | | | |
| Total Fringe Benefits | | | | | |
| Fringe Benefits Narrative (State): | | | | | |
| Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding") | | | | | |



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

3). Travel (2 CFR 200.474)

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

| Purpose of Travel/Items | Location | Cost Rate | Basis | Quantity | Number of Trips | Travel Cost | Add/Delete Row |
|-------------------------|----------|-----------|-------|----------|-----------------|-------------|----------------|
| N/A | | | | | | | Add Delete |
| State Total | | | | | | | Add Delete |
| NON-State Total | | | | | | | |
| Total Travel | | | | | | | |

Travel Narrative (State):

Travel Narrative (Non-State): (i.e.e "Match" of "Other Funding)



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

4). Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

| Item | Quantity | Cost Per Item | Equipment Cost | Add/Delete Rows | |
|--------------------------------------|----------|---------------|----------------|-----------------|--------|
| | | | | Add | Delete |
| Replace lights in gym/locker rooms | 1 | \$20,000.00 | \$20,000.00 | Add | |
| Install new HVAC in locker rooms | 1 | \$49,000.00 | \$49,000.00 | Add | |
| State Total | | | \$69,000.00 | | |
| New Lockers Women's/Mens Locker Room | 1 | \$75,500.00 | \$75,500.00 | Add | |
| Non-State Total | | | \$75,500.00 | | |
| Total Equipment | | | \$144,500.00 | | |

Equipment Narrative (State):

The procurement method will follow the policy of the Village of Rantoul.

Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")

The procurement method will follow the policy of the Village of Rantoul.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

5). Supplies (2 CFR 200.94)

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

| Item | Quantity/Duration | Cost Per Item | Supplies Cost | Add/Delete Rows |
|---|-------------------|---------------|---------------|-----------------|
| N/A | | | | Add Delete |
| State Total | | | | Add Delete |
| Non-State Total | | | | |
| Total Supplies | | | | |
| Supplies Narrative (State): | | | | |
| Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding") | | | | |



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

| Item | Contractual Services Cost | Add/Delete Rows |
|---|---------------------------|-----------------|
| State Total | | Add Delete |
| CPA Report Cost | \$1,000.00 | Add Delete |
| Non-State Total | \$1,000.00 | |
| Total Contractual Services | \$1,000.00 | |
| Contractual Services Narrative (State): | | |
| Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding") | | |
| CPA Compliance/Reimbursement Report Cost | | |



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.
Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--
 Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

| Consultant Services (Fees) | Services Provided | Fee | Basis | Quantity | Consultant Services (Fee) Cost | Add/Delete Row |
|----------------------------------|--|-------------|-------|----------|--------------------------------|----------------|
| Engineering | Survey, bidding, construction services and oversight | \$51,500.00 | Flat | 1 | \$51,500.00 | Add Delete |
| Archaeological Survey | Survey | \$3,000.00 | Flat | 1 | \$3,000.00 | Add Delete |
| State Total | | | | | \$54,500.00 | |
| Engineering | Construction | \$23,500.00 | Flat | 1 | \$23,500.00 | Add Delete |
| NON-State Total | | | | | \$23,500.00 | |
| Total Consultant Services (Fees) | | | | | \$78,000.00 | |

Consultant Services Narrative (State):

Archaeological Survey, Engineering survey, bidding, construction services and oversight

Consultant Services Narrative (Non-State):

Engineering survey, bidding, construction services and oversight

| Consultant Expenses - Items | Location | Cost Rate | Basis | Quantity | Number of Trips | Consultant Expenses Cost | Add/Delete Row |
|-----------------------------|----------|-----------|-------|----------|-----------------|--------------------------|----------------|
| State Total | | | | | | | Add Delete |
| NON-State Total | | | | | | | Add Delete |
| Total Consultant Expenses | | | | | | | |

Consultant Expenses Narrative (State):



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")

| |
|--|
| |
|--|



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

| Purpose | Description of Work | Construction Cost | Add/Delete Rows |
|---|---|-------------------|-----------------|
| Construct 3,000 sq ft group fitness/playroom addition | New construction ~ \$150 s/f | \$500,000.00 | Add Delete |
| Expand s/f of cardio/weight room into racquetball court | Demo walls in cardio room and weight room | \$9,200.00 | Add Delete |
| Match ceiling height of existing cardio/weight room | Install drop ceilings in 2 current racquetball courts | \$24,000.00 | Add Delete |
| Match flooring of existing cardio/weight room | Install new flooring in weight/cardio rooms | \$6,000.00 | Add Delete |
| Serve new cardio equipment | Install new electrical in cardio room | \$12,500.00 | Add Delete |
| Provide natural light to current building with no windows | Install 36"x78" windows | \$8,800.00 | Add Delete |
| Women's/Men's Steam room renovation | Tear out and replace with new material | \$66,000.00 | Add Delete |
| | State Total | \$626,500.00 | |
| | Non-State Total | | Add Delete |
| | Total Construction | \$626,500.00 | |

Construction Narrative (State):

With grant approval, design engineer will be hired for the construction process.

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

| Description | Quantity | Basis | Cost | Length of Time | Occupancy Cost | Add/Delete Row |
|---|----------|-------|------|----------------|----------------|----------------|
| N/A | | | | | | Add Delete |
| State Total | | | | | | Add Delete |
| NON-State Total | | | | | | |
| Total Occupancy - Rent and Utilities | | | | | | |
| Occupancy - Rent and Utilities Narrative (State): | | | | | | |
| Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding") | | | | | | |



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

10). Research & Development (R&D) (2 CFR 200.87)

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

| Purpose | Description of Work | Research and Development Cost | Add/Delete Rows |
|---|---------------------|-------------------------------|-----------------|
| N/A | | | Add Delete |
| | State Total | | |
| | Non-State Total | | Add Delete |
| Total Research and Development | | | |
| Research and Development Narrative (State): | | | |
| Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding") | | | |



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

| Description | Quantity | Basis | Cost | Length of Time | Telecommunications Cost | Add/Delete Row |
|---|----------|-------|------|----------------|-------------------------|----------------|
| | | | | | | |
| N/A | | | | | | Add Delete |
| State Total | | | | | | |
| | | | | | | Add Delete |
| NON-State Total | | | | | | |
| Total Telecommunications | | | | | | |
| Telecommunications Narrative (State): | | | | | | |
| Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding") | | | | | | |



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

12). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

| Description | Quantity | Basis | Cost | Length of Time | Training and Education Cost | Add/Delete Row |
|------------------------------|----------|-------|------|-----------------|-----------------------------|----------------|
| N/A | | | | | | Add Delete |
| | | | | State Total | | |
| | | | | NON-State Total | | Add Delete |
| Total Training and Education | | | | | | |

Training and Education Narrative (State):

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

13). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

| Name | Position | Salary or Wage | Basis (Yr./Mo./Hr.) | % of Time | Length of Time | Direct Administrative Cost | Add/Delete Row |
|--|----------|----------------|------------------------|-----------|----------------|-------------------------------|-------------------|
| | | | | % | | | Add Delete |
| State Total | | | | | | | |
| | | | | % | | | Add Delete |
| NON-State Total | | | | | | | |
| Total Direct Administrative Costs | | | | | | | |
| Direct Administrative Costs Narrative (State): | | | | | | | |
| Outside CPA reporting costs | | | | | | | |
| Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding") | | | | | | | |



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g., Printing, Memberships & subscriptions, recruiting costs, etc.)

| Description | Quantity | Basis | Cost | Length of Time | Other or Miscellaneous Cost | Add/Delete Row |
|---|----------|-------|------|----------------|-----------------------------|----------------|
| N/A | | | | | | Add Delete |
| State Total | | | | | | |
| NON-State Total | | | | | | |
| Total Other or Miscellaneous Costs | | | | | | |
| Other or Miscellaneous Costs Narrative (State): | | | | | | |
| Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding") | | | | | | |



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description:

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Item Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

| Description | Quantity | Basis | Cost | Length of Time | Grant Exclusive Line Item Cost | Add/Delete Row |
|---------------------------------|----------|-------|------|----------------|--------------------------------|----------------|
| N/A | | | | | | Add Delete |
| State Total | | | | | | Add Delete |
| NON-State Total | | | | | | |
| Total Grant Exclusive Line Item | | | | | | |

Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

| | |
|-----------------------------------|----------------------------------|
| Add New Grant Exclusive Line Item | Delete Grant Exclusive Line Item |
|-----------------------------------|----------------------------------|



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

16). Indirect Cost (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

| Description | Base | Rate | Indirect Cost | Add/Delete |
|---------------------------------------|------|------|---------------|------------|
| | | | | Rows |
| | | | | Add |
| | | | | Delete |
| State Total | | | | |
| | | | | Add |
| | | | | Delete |
| Non-State Total | | | | |
| Total Indirect Costs | | | | |
| Indirect Costs Narrative (State): | | | | |
| Indirect Costs Narrative (Non-State): | | | | |



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

| Budget Category | State | Non-State | Total |
|---------------------------------------|------------------|--------------|---------------------|
| 1. Personnel | | | |
| 2. Fringe Benefits | | | |
| 3. Travel | | | |
| 4. Equipment | \$69,000.00 | \$75,500.00 | \$144,500.00 |
| 5. Supplies | | | |
| 6. Contractual Services | | | |
| 7. Consultant (Professional Services) | \$54,500.00 | \$1,000.00 | \$1,000.00 |
| 8. Construction | \$626,500.00 | \$23,500.00 | \$78,000.00 |
| 9. Occupancy (Rent and Utilities) | | | \$626,500.00 |
| 10. Research and Development (R & D) | | | |
| 11. Telecommunications | | | |
| 12. Training and Education | | | |
| 13. Direct Administrative Costs | | | |
| 14. Other or Miscellaneous Costs | | | |
| 15. GRANT EXCLUSIVE LINE ITEM(S) | | | |
| 16. Indirect Costs | | | |
| | State Request | | |
| | | \$750,000.00 | |
| | Non-State Amount | | |
| | | \$100,000.00 | |
| TOTAL PROJECT COSTS | | | \$850,000.00 |



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

For State Use Only

Grantee: Village of Rantoul Notice of Funding Opportunity (NOFO) Number: 2014PARC
 Data Universal Number System (DUNS) Number (enter numbers only) : 0608860350
 Catalog of State Financial Assistance (CSFA) Number: 422-11-1165 CSFA Short Description: PARC Grant Program
 Fiscal Year(s): _____

Initial Budget Request Amount: _____
 Prior Written Approval for Expense Line Item: _____
 Statutory Limits or Restrictions: _____
 Checklist: _____

Final Budget Amount Approved: _____

Program Approval Name _____ Program Approval Signature _____ Date _____
 Fiscal & Administrative Approval Name _____ Fiscal & Administrative Approval Signature _____ Date _____

Budget Revision Approved: _____

Program Approval Name _____ Program Approval Signature _____ Date _____
 Fiscal & Administrative Approval Signature _____ Fiscal & Administrative Approval Signature _____ Date _____

\$200.308 Revision of budget and program plans
 (e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
GOMBGATU-3002-(R-02-17)

(Parc 14-074

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Agency Completed Section

- 1. Type of Submission: Pre-application Application Change/Corrected Application
- 2. Type of Application: New Continuation (i.e. multiple year grant) Revision (modification to initial application)
- 3. Completed by State Agency upon Receipt of Application

RECEIVED

DEC 10 2018

Date Received by State: _____ Time Received by State: _____

4. Name of the Awarding State Agency: Illinois Department of Natural Resources

*Dept. of Natural Resources
Grant Management & Assistance*

5. Catalog of State Financial Assistance (CSFA) Number: 422-11-1165

6. CSFA Title: PARC

Catalog of Federal Domestic Assistance (CFDA)

Not Applicable

7. CFDA Number: _____

8. CFDA Title: _____

9. CFDA Number: _____

10. CFDA Title: _____

Funding Opportunity Information

11. Funding Opportunity Number: 2014PARC

12. Funding Opportunity Title: Park and Recreational Facility Construction

13. Funding Opportunity Program Field: _____

Funding Opportunity Information

Not Applicable

14. Competition Identification Number: _____

15. Competition Identification Title: _____

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Applicant Completed Section

Applicant Information

16. Legal Name (Name used for Data Universal Number System (DUNS) registration and grantee pre-qualification):

Village of Rantoul

17. Common Name (Doing Business As-DBA): Village of Rantoul

18. Employer/Taxpayer Identification Number (EIN, TIN): 37-6000510

19. Organizational Data Universal Number System (DUNS) Number: 060860350

20. Federal System for Award Management Commercial And Government Entity Code (SAM Cage Code): 0CWK8

21. Business Address:

Street: 333 S. Tanner

City: Rantoul

State: IL

County: Champaign

Zip+4: 61866-9998

Applicant's Organization Unit

22. Department Name: Recreation Department

23. Division Name: Forum Fitness Center

Applicant's Name and Contact Information for Person to be Contacted for *Program* Matters involving this Application

24. First Name: Luke 25. Last Name: Humphrey 26. Suffix: Mr.

27. Title: Recreation Director

28. Organizational Affiliation: Village of Rantoul

29. Telephone Number: 217-893-5701 30. Fax Number: 217-893-5730

31. E-mail Address: lhumphrey@myrantoul.com

Applicant's Name and Contact Information for Person to be Contacted for *Business/Administrative Office* Matters involving this Application

32. First Name: Pat 33. Last Name: Chamberlin 34. Suffix: Mrs.

35. Title: Comptroller

36. Organizational Affiliation: Village of Rantoul

37. Telephone Number: 217-892-6850 38. Fax Number: 217-892-6870

39. E-mail Address: pchamber@myrantoul.com

Areas Affected

40. Areas Affected by the Project (cities, counties, state-wide):

Village of Rantoul, Champaign County, State of Illinois

41. Legislative and Congressional Districts of Applicant:

Representative District 104 Senate District 52 Congressional District 15

42. Legislative and Congressional Districts of Program/Project:

Representative District 104 Senate District 52 Congressional District 15

Project Sponsor: Village of Rantoul

Project Title: Forum Fitness Center Renovation and Expansion

| DEVELOPMENT ITEM | UNIT AMOUNT | ESTIMATED COSTS |
|--|-------------|---------------------|
| Demo walls in cardio room and weight room to expand square footage | 2 | \$9,200.00 |
| Install drop ceilings in 2 current racquetball courts | 2 | \$24,000.00 |
| Install new flooring in weight/cardio rooms | 1 | \$6,000.00 |
| Install new electrical in cardio room | 1 | \$12,500.00 |
| Install 36"x78" windows | 8 | \$8,800.00 |
| Replace lights in gym/locker rooms | 45 | \$20,000.00 |
| New Lockers Women's/Mens Locker Room | 2 | \$75,500.00 |
| Women's/Men's Steam room renovation | 2 | \$66,000.00 |
| Install new HVAC in locker rooms | 1 | \$49,000.00 |
| Construct 3,000 sq ft group fitness/playroom addition completely finished and equipped | 1 | \$500,000.00 |
| | | |
| | | |
| | | |
| CPA Report Costs (REQUIRED) | 1 | \$1,000.00 |
| A / E Design Fees | 1 | \$75,000.00 |
| (✓) Potential Archaeological Survey | 1 | \$3,000.00 |
| TOTAL ESTIMATED COST: | | \$850,000.00 |

(✓) Projects approved for PARC funding may require the completion of an archaeological reconnaissance survey on the project site. Estimated cost for such a survey may be included in the project budget.

Provide a quarterly expenditure schedule for the grant funds to the best of your knowledge or ability. Use quarterly time increments. Example: Year 1, Quarter 1 = \$10K (engineering fees). The project sponsor is not bound to this schedule and revisions can be made during the course of the project as necessary.

See Attachment PARC-4