



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

April 4, 2017

Order of Business

Board Packet Page(s)

- 1. Call to Order – Mayor Smith**
Roll Call
- 2. Public Participation**
Citizens wishing to address the Village Board with respect to any item of business listed upon the agenda or any matter not appearing on the agenda are asked to complete a public participation form and submit it to the Village Clerk prior to the meeting. Comments will be limited to three minutes for each speaker.
- 3. Items from the Mayor**
- 4. Items from Trustees**
- 5. Items from the Clerk**
- 6. Items for the Consent Agenda**
 - A) Approval of Minutes, Regular Study Session, March 7, 2017
 - B) Approval of Minutes, Budget Review Meeting, March 13, 2017
 - C) Approval of Minutes, Budget Public Hearing, March 14, 2017
 - D) Approval of Minutes, Regular Board Meeting, March 14, 2017
 - E) Approval of Minutes, Special Board Meeting, March 28, 2017
 - F) Approval of Bills and Monthly Financial Reports
- 7. Administrator Report**
 - A) Redevelopment Agreement with William Schlueter 1-18
 - B) Employee Retirement
- 8. Neighborhood Services**
 - A) Approval of Small Grants Program 19-35
- 9. Items from Recreation**
 - A) Purchase of chlorine for pool – Spear Corp. - \$24,192.00 36-38
- 10. Items from Comptroller**
 - A) Approve bid for Food Hub Cooler – McCormick Service 39
 - b) Resolution to include uniform allowance as IMRF earnings 40-41
- 11. Items from Public Works**
 - A) Agreement with Coldwell Banker 42-51
 - B) Equipment purchase for Electric SCAD System Upgrades 52-80
 - C) Amendment to extend IPEA Natural Gas Sales Agreement 81-102
 - D) Elevated Tank Rehabilitation Project 103-130

12. Items from Counsel

13. Adjournment

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

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

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

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Redevelopment Agreement, William Schlueter	DEPARTMENT: Administration/ED
AGENDA SECTION:	AMOUNT: See attached document
ATTACHMENTS: (<input checked="" type="checkbox"/>) ORDINANCE () RESOLUTION () OTHER (See Summary Highlights) (<input checked="" type="checkbox"/>) SUPPORTING DOCUMENTS	DATE: 4/05/2017
<p>SUMMARY HIGHLIGHTS: For the past three months staff has been working with William and Denise Schlueter for a small TIF redevelopment agreement for their new property located south Tanner Street just north of Highway 45. This past year they purchased the property and have invested over \$50,000 into it. Before they purchased the property our inspections staff received numerous complaints about its condition. Since that time we have not received any complaints and they have moved all business activities out of sight. This is a simple agreement with the key provisions below:</p> <ul style="list-style-type: none"> ➤ The village will reimburse Mr. and Mrs. Schlueter \$10,000 in one payment when the improvements are completed. ➤ The office space will be used for their business and they will store ALL machinery will be stored inside. ➤ The project is planned to be completed by the end of May, 2017 if not sooner 	
RECOMMENDED ACTION: Staff recommends approval of the proposed redevelopment agreement	
DEPARTMENT HEAD APPROVAL:	VILLAGE ADMINISTRATOR: Jeffrey Fiegenschuh, Administrator

REDEVELOPMENT AGREEMENT

by and between the

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS

and

WILLIAM C. SCHLUETER AND DENISE E. SCHLUETER

Dated as of April 1, 2017

Document Prepared By:

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

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REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this **“Agreement”**) is dated for reference purposes as of December 1, 2016, but actually executed by each of the parties on the dates set forth beneath each of their respective signatures below, by and between the **Village of Rantoul, Champaign County, Illinois**, an Illinois municipal corporation (the **“Village”**), and **William C. Schlueter and Denise E. Schlueter**, jointly and severally (collectively, the **“Developer”**). This Agreement shall become effective upon the date of the last of the Village and the Developer to so execute and deliver this Agreement to the other (the **“Effective Date”**).

RECITALS

WHEREAS, in accordance with and pursuant to the Economic Development Project Area Allocation Act of 1995 (65 ILCS 110/1 *et seq.*), as supplemented and amended (the **“TIF Act”**), including by the power and authority of the Village as a home rule unit under Section 6 of Article VII of the Constitution of Illinois, the President and Board of Trustees of the Village (the **“Corporate Authorities”**) adopted an ordinance (Ordinance No. 1499 on April 9, 1996) including as supplemented and amended (collectively, the **“TIF Ordinance”**); and

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

WHEREAS, as contemplated by the Redevelopment Plan and the Redevelopment Projects, the Developer proposes to develop the Property (as defined below) and to undertake (or cause to be undertaken) the Project (including related and appurtenant facilities as more fully defined below) at an estimated total cost of \$51,300; and

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

WHEREAS, the Developer is unwilling to develop the Property (as defined below) and to undertake the Project (as defined below) without certain tax increment finance incentives (**“TIF Financing”**) from the Village, which the Village is willing to provide; and

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

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

ARTICLE I
DEFINITIONS

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

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

“Completion Date” means May 31, 2017.

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

“Eligible Redevelopment Project Costs” means those costs paid and incurred in connection with the Project which are authorized to be reimbursed or paid from the Fund as provided in Section 110/10(e) of the TIF Act, including: the acquisition of land and the costs of rehabilitation, reconstruction or repair or remodeling on existing improvements or buildings.

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

“Incremental Property Taxes” means, net of all amounts required by operation of the TIF Act to be paid to other taxing districts, including as surplus, in each calendar year during the term of this Agreement, the portion of the ad valorem real estate taxes arising from levies upon the Redevelopment Project Area by taxing districts that is attributable to the increase in the equalized assessed value of the Redevelopment Project Area over the equalized assessed value of the Redevelopment Project Area which, pursuant to the TIF Ordinances and Section 110/50 of the TIF Act, will be allocated to and when collected shall be paid to the Village Comptroller for deposit by the Village Comptroller into the Fund established to pay Eligible Redevelopment Project Costs and other redevelopment project costs as authorized under Section 110/10(e) of the TIF Act.

“Lump-Sum Reimbursement Amounts” means the individual amounts to be reimbursed or paid to or as directed by the Developer from the Fund by the Village under and pursuant to Section 4.1 and Section 6.4 of this Agreement.

“Project” means, collectively, the rehabilitation, reconstruction or remodeling of the Property to include roofing, siding, door replacement, painting, flooring, lighting, electrical work and new garage doors.

“Property” means, collectively, the real estate consisting of the parcel or parcels commonly known as 501 S. Tanner Street, Rantoul, Illinois, upon or within which the Project is to be undertaken and completed.

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

“**Village Codes**” means all laws, codes, rules, regulations and ordinances of the Village, including without limitation, all applicable subdivision, zoning, environmental, building code or any other land or property use or maintenance regulation.

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

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

ARTICLE II **REPRESENTATIONS AND WARRANTIES**

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

(a) **Organization and Standing.** The Village is a home rule municipality duly organized, validly existing and in good standing under the Constitution and laws of the State of Illinois.

(b) **Power and Authority.** The Village has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(c) **Authorization and Enforceability.** The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Village’s Corporate Authorities. This Agreement is a legal, valid and binding obligation of the Village, enforceable against the Village in accordance with its terms, except to the extent that any and all financial obligations of the Village under this Agreement shall be limited to the availability of such Incremental Property Taxes therefor as may be specified in this Agreement and that such enforceability may be further limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors’ or creditors’ rights, and by equitable principles.

(d) **No Violation.** Neither the execution nor the delivery of this Agreement or the performance of the Village’s agreements, obligations and undertakings hereunder will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulation, statute, ordinance, judgment, decree, or other law by which the Village may be bound.

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

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

(a) **Organization.** The Developer is collectively two individuals being husband and wife.

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

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

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

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

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

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

Property Taxes, and the Developer assumes all risks in connection with the practical realization of any such projections of Incremental Property Taxes.

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

Section 3.1. Conditions Precedent. The undertaking on the part of the Village as set forth in Section 4.1 below is expressly contingent upon the Developer having completed the Project on or before the Completion Date.

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

ARTICLE IV
VILLAGE'S COVENANTS AND AGREEMENTS

Section 4.1. Village's TIF Funded Financial Obligations. The Village shall have the obligations set forth in this Section 4.1 relative to financing Eligible Redevelopment Project Costs in connection with the Project. Upon the submission to the Village by the Developer of a Requisition for Eligible Redevelopment Project Costs incurred and paid by the Developer and the approval thereof by the Village in accordance with Article VI of this Agreement, the Village, subject to the terms, conditions and limitation set forth in this Section 4.1 immediately below, agrees to reimburse the Developer, or to pay as directed by the Developer, from the Fund such lump-sum amounts (the "**Lump-Sum Reimbursement Amounts**") related to Project upon the Property as follows:

Such Lump-Sum Reimbursement Amounts shall be amounts up to \$10,000.00 of Eligible Redevelopment Project Costs, payable as provided in Section 6.4 of this Agreement.

Section 4.2. Defense of Redevelopment Project Area. In the event that any court or governmental agency having jurisdiction over enforcement of the TIF Act and the subject matter contemplated by this Agreement shall determine that this Agreement, including the payments of any Lump-Sum Reimbursement Amounts to be paid or reimbursed by the Village is contrary to law, or in the event that the legitimacy of the Redevelopment Project Area is otherwise challenged before a court or governmental agency having jurisdiction thereof, the Village will defend the integrity of the Redevelopment Project Area and this Agreement. Anything herein to the contrary notwithstanding, the Developer agrees that the Village may, to the extent permitted by law, use any Incremental Property Taxes, including any unpaid Lump-Sum Reimbursement Amounts, if available, to be redirected to reimburse the Village for its defense costs, including without limitation attorneys' fees and expenses.

ARTICLE V
DEVELOPER'S COVENANTS

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

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

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

Section 5.4. Continuing Compliance with Laws. The Developer agrees that in the continued use, occupation, operation and maintenance of the Project, the Developer will comply with all applicable federal and state laws, rules, regulations and all applicable Village Codes and other ordinances.

Section 5.5. Tax and Related Payment Obligations. The Developer agrees to pay and discharge, promptly and when the same shall become due, all general ad valorem real estate taxes and assessments, all applicable interest and penalties thereon, and all other charges and impositions of every kind and nature which may be levied, assessed, charged or imposed upon the Property or any part thereof that at any time shall become due and payable upon or with respect to, or which shall become liens upon, any part of the Property. The Developer, including any others claiming by or through it, also hereby covenants and agrees not to file any application for property tax exemption for any part of the Property under any applicable provisions of the Property Tax Code of the State of Illinois (35 ILCS 200/1-1 *et seq.*), as supplemented and amended, unless the Village and the Developer shall otherwise have first entered into a mutually acceptable agreement under and by which the Developer shall have agreed to make a payment in lieu of taxes to the Village, it being mutually acknowledged and understood by both the Village and the Developer that any such

payment of taxes (or payment in lieu thereof) by the Developer is a material part of the consideration under and by which the Village has entered into this Agreement. This covenant of the Developer shall be a covenant that runs with the land being the Property upon which the Project is undertaken and shall be in full force and effect until December 31, 2041, upon which date this covenant shall terminate and be of no further force or effect (and shall cease as a covenant binding upon or running with the land) immediately, and without the necessity of any further action by Village or Developer or any other party; provided, however, upon request of any party in title to the Property, the Village shall execute and deliver to such party an instrument, in recordable form, confirming for the record that this covenant has terminated and is no longer in effect. Nothing contained within this Section 5.5 shall be construed, however, to prohibit the Developer from initiating and prosecuting at its own cost and expense any proceedings permitted by law for the purpose of contesting the validity or amount of taxes, assessments, charges or other impositions levied or imposed upon the Property or any part thereof.

ARTICLE VI

PAYMENT PROCEDURES FOR ELIGIBLE REDEVELOPMENT PROJECT COSTS

Section 6.1. Payment Procedures. The Village and the Developer agree that the Eligible Redevelopment Project Costs constituting the Lump-Sum Reimbursement Amounts shall be paid solely, and to the extent available, from Incremental Property Taxes that are deposited in the Fund and not otherwise. The Village and the Developer intend and agree that the Lump-Sum Reimbursement Amounts shall be disbursed by the Village Comptroller for payment to the Developer in accordance with the procedures set forth in this Section 6.1 of this Agreement.

The Village hereby designates the Village Comptroller as its representative to coordinate the authorization for the disbursement of any Lump-Sum Reimbursement Amounts for the Eligible Redevelopment Project Costs. Payments to the Developer of any Lump-Sum Reimbursement Amounts for Eligible Redevelopment Project Costs shall be made upon request therefor, in form reasonably acceptable to the Village (each being a “**Requisition**”) submitted by the Developer at any time with respect to Eligible Redevelopment Project Costs incurred and paid but not previously submitted. Each such Requisition shall be accompanied by appropriately supporting documentation, including, as applicable, receipts for paid bills or statements of suppliers, contractors or professionals, together with required contractors’ affidavits or lien waivers.

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

Section 6.3. Carryover. Upon the approval of any applicable Requisition as set forth in Section 6.2 above, any excess amount of Eligible Redevelopment Project Costs approved therein, which are over and above the amount of any Lump-Sum Reimbursement Amounts then payable as

specified in Section 4.1 or this Article VI of this Agreement, shall carry over into any remaining future years that any such Lump-Sum Reimbursement Amounts become due and payable under this Agreement.

Section 6.4. Time of Payment. Provided that the Developer is not in default under this Agreement, the Village shall pay to the Developer the Lump-Sum Reimbursement Amounts approved by any one or more Requisitions under this Article VI.

ARTICLE VII DEFAULTS AND REMEDIES

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

By the Developer:

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

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

By the Village:

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

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

Section 7.2. Rights to Cure. The party claiming a Default under Section 7.1 of this Agreement (the “**Non-Defaulting Party**”) shall give written notice of the alleged Default to the other party (the “**Defaulting Party**”) specifying the Default complained of. Except as required to protect against immediate, irreparable harm, the Non-Defaulting Party may not institute proceedings or otherwise exercise any right or remedy against the Defaulting Party until thirty (30) days after having given such notice, provided that in the event a Default is of such nature that it will take more than thirty (30) days to cure or remedy, such Defaulting Party shall have an additional period of time reasonably necessary to cure or remedy such Default provided that such Defaulting Party promptly commences and diligently pursues such cure or remedy. During any such period following the giving of notice, the Non-Defaulting party may suspend performance under this Agreement until the Non-Defaulting Party receives written assurances from the Defaulting Party, deemed reasonably adequate by the Non-Defaulting Party, that the Defaulting Party will cure or remedy the Default and remain in compliance with its obligations under this Agreement. A Default not cured or remedied or otherwise commenced and diligently pursued within thirty (30) days as provided above shall constitute a “**Breach**” under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any Default or any Breach shall not operate as a waiver of any such Default, Breach or of any other rights or remedies it may have as a result of such Default or Breach.

Section 7.3. Remedies. Upon the occurrence of an Breach under this Agreement by the Developer, the Village shall have the right to terminate this Agreement by giving written notice to the Developer of such termination and the date such termination is effective. Except for such right of termination by the Village, the only other remedy available to either party upon the occurrence of a Breach under this Agreement by the Defaulting Party shall be to institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Breach, including but not limited to proceedings to compel any legal action for specific performance or other appropriate equitable relief. Notwithstanding anything herein to the contrary, the sole remedy of the Developer upon the occurrence of a Breach by the Village under any of the terms and provisions of this Agreement shall be to institute legal action against the Village for specific performance or other appropriate equitable relief but under no circumstances shall the Village be liable to the Developer for any indirect, special, consequential or punitive damages, including without limitation, loss of profits or revenues, loss of business opportunity or production, cost of capital, claims by customers, fines or penalties, whether liability is based upon contract, warranty, negligence, strict liability or otherwise, under any of the provisions, terms and conditions of this Agreement. In the event that any failure of the Village to pay the Lump-Sum Reimbursement Amounts which become due and payable in accordance with the provisions hereof is due to insufficient Incremental Property Taxes being available to the Village, any such failure shall not be deemed to be a Default or a Breach on the part of the Village.

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

ARTICLE VIII

RELEASE, DEFENSE AND INDEMNIFICATION OF VILLAGE

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

Section 8.2. Damage, Injury or Death Resulting from Project. The Developer releases from and covenants and agrees that the Village and its Corporate Authorities, officials, agents,

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

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

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

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

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

Section 8.7. Environmental Covenants. To the extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the Village, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from: **(i)** any release or threat of a release, actual or alleged, of any hazardous substances, upon or about the Property or respecting any products or materials previously, now or thereafter located upon, delivered to or in transit to or from the Property regardless of whether such release or threat of release or alleged release or threat of release has occurred prior to the date hereof or hereafter occurs and regardless of whether such release occurs as a result of any act, omission, negligence or misconduct of the Village or any third party or otherwise; **(ii)** (A) any violation now existing (actual or alleged) of, or any other liability under or in connection with, any environmental laws relating to or affecting the Property, or (B) any now existing or hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Property, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen prior to the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the Village or any third party or otherwise; **(iii)** any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any hazardous substances on or about or allegedly on or about the Property; or **(iv)** any breach, falsity or failure of any of the representations, warranties, covenants and agreements of the like. For purposes of this section, "hazardous materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation.

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

ARTICLE IX **MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

- (i) In the case of the Developer, to:
William C. and Denise E. Schlueter
P.O. Box 1024
Rantoul, IL 61866
Tel: (217) ___ - ____
- (ii) In the case of the Village, to:
Village of Rantoul, Illinois
333 South Tanner Street
Rantoul, IL 61866
Attn: Administrative Officer
Tel: (217) 892-6801

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

Section 9.9. Assignment. The Developer agrees that it shall not sell, assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the Village. Any assignment in whole or in part without such prior written consent of the Village shall be void and shall, at the option of the Village, terminate this Agreement. No such sale, assignment or transfer as authorized in this Section, including any with the Village's prior written consent, shall be effective or binding on the Village, however, unless and until the Developer delivers to the Village a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the applicable parties thereto.

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

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

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

Section 9.13. Term. Unless earlier terminated pursuant to the terms hereof, this Agreement shall be and remain in full force and effect from and after the Effective Date and shall terminate upon the date that the Lump-Sum Reimbursement Amount is paid to the Developer as provided in Section 4.1 and Section 6.4 of this Agreement, provided, however, that the Developer's obligations under Sections 5.3 and 5.5 and Article VII shall be and remain in full force and affect in accordance therewith.

Section 9.14. Construction of Agreement. This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that party may have primarily assumed responsibility for preparation of this Agreement.

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

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

By: _____
Village President

ATTEST:

By: _____
Village Clerk

Date: _____

WILLIAM C. AND DENISE E. SCHLUETER

By: _____
William C. Schlueter

By: _____
Denise E. Schlueter

Date: _____

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE OF 1 Of

ITEM: Neighborhood Services Small Grant Program	DEPARTMENT: Neighborhood Services
AGENDA SECTION:	AMOUNT: \$20,000
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: March 30, 2017
<p>SUMMARY HIGHLIGHTS: As part of the approved budget for FY 2018-19, \$20,000 was set aside for a neighborhood small grant program. The program's objective will be to:</p> <ul style="list-style-type: none"> • Encourage residents to organize their neighborhoods Village-wide and to take an active role in implementing activities to address their needs. • Provide funds for small-scale neighborhood improvements identified by neighborhood residents. • Facilitate prioritization of neighborhood needs to ensure the best use of Village resources through small neighborhood-based projects. • Promote maximum participation of organized neighborhoods with a user-friendly and streamlined application process. <p>The attached document is the draft of the program manual which spells out the guidelines and procedures for the program and also includes the forms to be used in the grant process.</p> <p>The idea for this program came about as a result of the collaboration and sharing of information from the City of Champaign's Neighborhood Services Division with the Village of Rantoul Neighborhood Services Coordinator. A few examples of projects that were funded by the City of Champaign under their Neighborhood Small Grant Program are:</p> <ul style="list-style-type: none"> • Neighborhood block parties • Trees and landscaping in open space between a neighborhood and an interstate • A neighborhood entrance sign/boulder 	
RECOMMENDED ACTION: Staff recommends approval.	
DEPARTMENT HEAD APPROVAL:	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	



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Neighborhood Small Grant Program Manual

Approved by Village Ordinance # _____
Code Amendment to Ch. _____

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I. PROGRAM DESCRIPTION

A. Background and History

- In early 2016, the Rantoul Tomorrow Initiative was set in place to work on three areas of focus in moving Rantoul forward to making it a community where people want to live and to work.
- As a result of this Initiative, the Village Board approved the creation of a Neighborhood Services Coordinator position in September 2016 and that position was subsequently filled in December 2016.
- The Coordinator researched other communities in Illinois as well as other states to get ideas for similar programs in Rantoul. This program is modeled after another community's neighborhoods program.
- The Coordinator then met with Champaign's Neighborhood Services Coordinator who was very willing to assist Rantoul by sharing information about their neighborhood programs as a model for setting up Rantoul's neighborhood programs.
- The idea for a small grant program came about as a result of that collaboration and sharing.

B. Rantoul Tomorrow Initiative - Neighborhoods - Vision and Goals

The Neighborhood Small Grant Program supports the implementation of civic involvement vision and goals highlighted below:

Vision

- Neighborhood residents are active in issues that impact their neighborhoods.
- Residents work together to solve problems and improve their neighborhoods.
- Neighborhood organizations participate in local decision-making, allowing the Village to target services to meet the unique needs of each neighborhood.

Goals

- Engage citizens in the operation of local government.
- Provide neighborhoods with the tools to maintain and improve the health of their neighborhoods.

C. Program Objectives

- Encourage residents to organize their neighborhoods Village-wide and to take an active role in implementing activities to address their needs.
- Provide funds for small-scale neighborhood improvements identified by neighborhood residents.
- Facilitate prioritization of neighborhood needs to ensure the best use of Village resources through small neighborhood-based projects.
- Promote maximum participation of organized neighborhoods with a user-friendly and streamlined application process.

II. ELIGIBILITY

A. Applicants

Neighborhood organizations registered with the Village of Rantoul are eligible to apply for Neighborhood Small grants. Residents, businesses or community-based organizations residing within the boundaries of a registered neighborhood organization can initiate applications with the endorsement of the applicable registered neighborhood organization. Registered neighborhood organizations may classify as one of the following:

- Neighborhood Watch Group
- Neighborhood Group
- Neighborhood Association
- Homeowner Association
- Lake Owner Association
- Non-residential Association (Neighborhood-based)

B. Activities

All activities must result in a **public benefit** that enhances the character and/or well-being of a neighborhood. As a general rule, the benefit of an eligible activity must be available to an entire neighborhood. Improvements to common areas of Homeowner or Lake Owner associations are considered a public benefit. Activities that require ongoing maintenance support from the Village are not eligible. Following is a list of categories within which eligible activities may occur. Questions about eligible activities should be directed to the Village's Neighborhood Coordinator.

- Physical Improvements
- Equipment
- Neighborhood Social Events
- Organizing Assistance
- Neighborhood Outreach/Communication

C. Project Scope

Applicants must provide a realistic project description, including a budget and schedule. Projects taking longer than 30 days from the date of approval require a step-by-step action plan for implementing the project. All projects must be accomplished within 12 months.

Large projects can be broken into phases.

D. Neighborhood Support

The leader of the neighborhood organization shall be listed on the application and must sign the grant agreement supporting the request. Applicants must also provide documented evidence of an attempt to obtain input on the project from all members of the organization. This can be done with a neighborhood meeting or an alternate means determined by the applicant. Meeting agendas, minutes, sign-in sheets or signatures gathered through outreach to individual members are all acceptable forms of documentation.

III. FUNDING

A. Funding Source

The Neighborhood Small Grant Program is being funded through the Village's annual operating budget for a total amount of \$20,000.

B. Grant Limits

- The maximum grant allowable per request for an eligible project is \$2,500.
- The cumulative grant limit within a calendar year is \$5,000.

C. Grant Match

- Any request exceeding \$1,000 requires a dollar for dollar (1:1) match. **Example:** a \$1,500 grant request would require a \$500 match. In this example, the total cost of the project would be at least \$2,000 or more.
- Eligible match sources:
 - Private funding
 - In-kind donations

D. Sweat Equity

Applicants must contribute volunteer hours up to 25% of the grant request. Volunteer labor must be directly related to the project. If the project does not allow for volunteer labor, then the sweat equity requirement can be met with volunteer labor unrelated to the project.

IV. APPLICATION PROCEDURES

A. Preliminary Planning

1. Project ideas should be discussed with the Village's Neighborhood Coordinator in advance of submitting an application.
 - Is your neighborhood registered?
 - Is your project feasible?
 - Does your project benefit the entire neighborhood?
 - Is funding currently available for your project?
2. Project leaders should identify a method for obtaining neighborhood input and support for the proposed project.
 - Does the Neighborhood Leader support the project?
 - Do a majority of the organization members support the project?

B. Prepare and Submit an Application

1. Complete an application with the required information and attachments at least three weeks prior to beginning the activity for which grant funds are being requested.
2. Submit applications to the Neighborhood Services Coordinator online at www.myrantoul.com/nsd or by mail or in person at 333 S. Tanner St, Rantoul, Illinois 61866.

C. Application Review and Approval

1. Applications are accepted on a first-come, first-serve basis until all funding within a fiscal year (May 1st – April 30th) has been obligated.
2. Within five business days of receiving a complete application, the Neighborhood Coordinator reviews the application for compliance with grant requirements.
3. If all requirements are met, the Neighborhood Services Coordinator reviews and approves the application and a draft grant agreement within two business days.
4. Upon approval, the Neighborhood Coordinator schedules an appointment with the grant recipient to sign the grant agreement and finalize any details concerning project implementation.
5. Newly organized neighborhoods of less than three months and neighborhoods applying for grants exceeding \$1,000, must present their requests to the Neighborhood Services Advisory Board (NASB) at one of its monthly meetings for review and feedback before final approval.

V. **PROJECT IMPLEMENTATION**

A. Disbursement of Funds

There are two ways purchases can be made with grant funds:

1. Approved Village Vendor
2. Group Member

Purchasing through a Village vendor requires no out of pocket cost for grant recipients. Purchases from approved vendors can be billed directly to the Village of Rantoul. If a purchase is made from a non-approved Village vendor, reimbursement requires the grant recipient to retain the original receipt for the purchase and to request reimbursement within **30 days** after the event.

To receive reimbursements, the following items must be presented to the Neighborhood Services Coordination Division:

1. Close-out Report/Reimbursement Request Form, including social security number and mailing address of the individual to be reimbursed
2. Original receipts or invoices for all items purchased (must show proof of payments). All items requested for reimbursement shall be compliant with the approved project scope
3. Close-out Report, consisting of a 1-2 paragraph summary of the event along with any pictures or other documentation (newspaper article, flyers, etc.) In your report, please be sure to note any unique experiences, observations or challenges with your project/event. Additionally, an account of the actual volunteer hours committed is required.

When all receipts and social security information have been submitted for payment with the close-out report, a request for reimbursement will be made according to the Village vendor payment cycle after approving all expenditures for reimbursement. Reimbursements normally take two to three weeks after the pay request has been submitted.

VI. APPENDIX OF FORMS

- Neighborhood Small Grant Application
- Neighborhood Small Grant Pledge Of Volunteer Hours Form
- Neighborhood Small Grant Agreement Form
- Neighborhood Small Grant Procedures For Approved Requests
- Neighborhood Small Grant Close-Out Report/Reimbursement Request

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OFFICE USE ONLY	
REQUESTED AMOUNT: \$	_____
MATCHING VOLUNTEER HOURS:	_____
AMOUNT HOURS: \$	_____
GRANT REQUIREMENTS MET:	_____
GRANT REVIEWED BY:	_____

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NEIGHBORHOOD SMALL GRANT APPLICATION (UP TO \$2,500 PER REQUEST; UP TO \$5,000 PER YEAR)

1. **GROUP/ASSOCIATION REGISTRATION** - Is your group registered with the Village of Rantoul's Neighborhood Services Department?

YES - If YES, proceed with this application

NO - If NO, Contact Neighborhood Services for a registration form and return it with this completed application

2. **NAME OF THE GROUP/ASSOCIATION** _____

3. **PROJECT CONTACT** - The Project contact is responsible for signing the completed application. Please provide the name of the group member who will be the contact for the project if it is funded:

Name: _____

Address: _____

Phone: _____ (Daytime) _____ (Evening)

NEIGHBORHOOD LEADER (if different from Project Contact) _____

Phone: _____ (Daytime) _____ (Evening)

4. **PROJECT DESCRIPTION** - Describe the project, including the following information

Name of Project: _____

Purpose or opportunity addressed by the project: _____

Anticipated outcome of the project: _____

Has project been proposed to the entire group/association? If so, list date of meeting: _____

Describe how the project was selected and how group/association members were involved in selecting the project, and the level of support for the project?

Explain how individual volunteers will be involved in implementing the project: _____

5. **PROJECT SCHEDULE** - List the anticipated starting and ending dates for your project.

START DATE: ___/___/___ END DATE: ___/___/___

Note: Grant requests should be submitted at least 3 weeks prior to event date. In addition, if grant activities will not be completed within 30 days after the date the project is approved, please attach a project schedule that includes key Action Steps and dates for completion of each step on a separate sheet.

6. **PROJECT BUDGET** - For each category below, list what goods or services your group plans to purchase for the project.

	Description	Vendor(s) Name, Store Contact, Phone Number & Address	Amount
	<i>Materials/Supplies</i>		\$
	<i>Equipment Rental</i>		\$
	<i>Services</i>		\$
	<i>Other</i>		\$
TOTAL PROJECT COST (A)			\$

7. **NEIGHBORHOOD CONTRIBUTION** - Please list any donated materials, services, or cash contributions that the neighborhood will contribute toward the project costs listed above.

Type	Description	Amount
<i>Monetary</i>		\$
<i>In-Kind Donations</i>		\$
<i>Volunteer Labor</i>		\$
TOTAL NEIGHBORHOOD CONTRIBUTION (B)		\$

TOTAL REQUESTED FROM THE VILLAGE OF RANTOUL	TOTAL (A) + TOTAL (B)	\$
--	------------------------------	----

9. Volunteer Hours (___ hrs X current volunteer hourly rate \$ ___) \$ _____

Note: Volunteer hours should add up to at least 25% of the total project cost. Contact Neighborhood Services to find out the current volunteer hourly rate, then complete volunteer commitment form to validate the hours indicated here and attach to the application

10. **ATTACHMENTS** - Please make sure to attach the following documents:

- Signed Summary of Volunteer Hours
- Copies of Store Estimates for Purchases from Vendors, Contract Services, etc. (if applicable)
- Evidence of Neighborhood Involvement and Support

SIGNATURE OF PROJECT CONTACT

DATE

SIGNATURE OF NEIGHBORHOOD LEADER

DATE

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VILLAGE OF RANTOUL NEIGHBORHOOD SMALL GRANT AGREEMENT

Section 1. Amount of the Grant. The Village is agreeing herein to provide funds, not to exceed \$ _____ to assist the Grantee with the completion of the Project.

Section 2. Documentation of Costs / Disbursement of Funds. Prior to any disbursements by the village pursuant to this agreement, GRANTEE shall submit receipts, bills or other documentation to the **Neighborhood Services Coordinator** to establish that the work, goods or services have been completed or provided by a specified vendor or contractor. The required documentation shall itemize and describe the costs of the work, goods or services in question in sufficient detail so that the **Neighborhood Services Coordinator** is able to determine and document that the work, goods or services are within the permissible scope of the project being funded herein.

The VILLAGE shall make disbursements, either directly to the GRANTEE for expenses or costs already incurred, or directly to the vendor or contractor providing goods or services for the Project, within 30 days of receipt of the proper documentation as set forth herein.

Section 3. Deadline for Submitting Requests for Disbursements. GRANTEE agrees that any documentation required in the preceding section shall be submitted on or before _____, in order for the VILLAGE to be obligated under the terms of this agreement to disburse funds for the work, services or goods in question.

Section 4. GRANTEE to Supervise Project. GRANTEE shall be responsible for supervising the Project in order to insure that any work performed or costs incurred are within the permissible scope of the Project and the Neighborhood Small Grant Program Manual.

Section 5. Modifications of the Project. GRANTEE shall not modify or revise any elements of the Project in any manner without the prior written consent of the VILLAGE, including but not limited to the following:

- a) the type of activities or purchases to be funded;
- b) the specific amounts of funds or other resources that will be devoted to each of the activities or purchases;
- c) the identities of vendors or contractors who will provide any goods or services for the project.

Section 6. Close-Out Report. GRANTEE shall provide a close-out report to the Neighborhood Services Coordinator within 30 days after completion of the Project on a form provided by the Neighborhood Service Coordinator. Said report shall itemize the expenditures made, and shall certify that the GRANTEE has provided the required matching share of funds and volunteer labor towards completion of the Project.

Section 7. VILLAGE's Request for Records or Documents. GRANTEE shall provide any financial records or other documents to the VILLAGE that are necessary to verify that funds have been disbursed for eligible activities under this agreement, within 10 days of the date of a written request for those records or documents.

Section 8. VILLAGE Not Liable for Project. The parties agree that the VILLAGE is not herein entering into any contract or agreement with any vendors or contractors for the purchase of any goods or services for the Project. The parties also agree that the VILLAGE is not in any manner providing any warranties or other assurances about the quality or suitability of any goods or services provided to the GRANTEE for the Project. The parties agree further that GRANTEE shall hold the VILLAGE harmless for any damages to persons or property that may occur during or in any manner arising from the Project.

Section 9. Default. If the VILLAGE determines that any funds have been disbursed for ineligible activities, in violation of the terms of this Agreement, the VILLAGE shall provide written notice of said violation to the GRANTEE. The VILLAGE shall be entitled to terminate this Agreement within five days of said written notice. GRANTEE shall, within 30 days of a written demand made by the VILLAGE, reimburse the VILLAGE for all funds disbursed for said ineligible costs.

The VILLAGE may, at its option, continue further disbursements pursuant to this Agreement after any disbursement for any ineligible activities if the GRANTEE reimburses the VILLAGE for the improper disbursements, or otherwise cures the violation to the VILLAGE's satisfaction.

Section 10. Notices. Required notices, as provided herein, shall be mailed by first class mail, and shall be deemed served on the party in question on the date of mailing. Said notices shall be addressed to the pertinent party at the following address:

VILLAGE OF RANTOUL	GRANTEE
Brenda Runyon, Neighborhood Services Coordinator	[GRANTEE NAME]
333 S. Tanner St.	[GRANTEE ADDRESS]
Rantoul, IL 61866	

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year indicated below.

VILLAGE OF RANTOUL

By: _____ Date: _____
Neighborhood Services Coordinator

GRANTEE

By: _____ Date: _____
[SIGNATURE OF GRANTEE]



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NEIGHBORHOOD SMALL GRANT PROCEDURES FOR APPROVED REQUESTS

Disbursement of Funds

There are two ways purchases can be made with grant funds:

1. Approved Village Vendor
2. Group Member

Purchasing through a Village vendor requires no out of pocket cost for grant recipients. Purchases from approved vendors can be billed directly to the Village of Rantoul. If a purchase is made from a non-approved Village vendor, reimbursement requires the grant recipient to retain the original receipt for the purchase and to request reimbursement within **30 days** after the event.

To receive reimbursements, the following items must be presented to the Neighborhood Services Coordination Division:

1. Close-Out Report/Reimbursement Request Form, including social security number and mailing address of the individual to be reimbursed
2. Original receipts or invoices for all items purchased (must show proof of payments). All items requested for reimbursement shall be compliant with the approved project scope
3. Close-Out Report, consisting of a 1-2 paragraph summary of the event along with any pictures or other documentation (newspaper article, flyers, etc.) In your report, please be sure to note any unique experiences, observations or challenges with your project/event. Additionally, an account of the actual volunteer hours committed is required.

When all receipts and social security information have been submitted for payment with the close-out report, a request for reimbursement will be made according to the Village vendor payment cycle after approving all expenditures for reimbursement. Reimbursements normally take two to three weeks after the pay request has been submitted.



Neighborhood Services Division • 333 S. Tanner St. • Rantoul, IL 61866 • (217) 892-6815 • www.myrantoul.com

NEIGHBORHOOD SMALL GRANT CLOSE-OUT REPORT/ REIMBURSEMENT REQUEST

Today's Date: _____

Group Name: _____

Name of Project: _____

Date of Project: _____

Project Contact: _____

Have you attached the following (check all that apply)

- Close-Out Report
- Invoices from Approved Vendors
- Reimbursement Request with Original Receipts Attached (fill out chart below)

Name	Address	Social Security or FEIN#	Amount of Reimbursement Requested	Original Receipts Attached?
			\$	
			\$	
			\$	
			\$	
			\$	

Signature of Project Contact: _____

OFFICE USE ONLY

DATE RECEIVED: _____ RECEIVED BY: _____

REIMBURSEMENT REQUEST APPROVED BY: _____

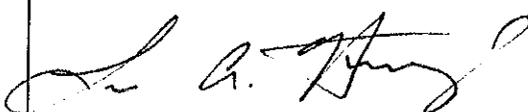
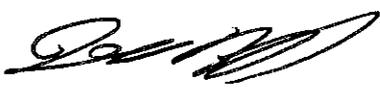
REIMBURSEMENT REQUEST PROCESSED BY: _____

DATE OF REIMBURSEMENT REQUEST PROCESSED: _____

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Hap Parker Family Aquatic Center Pulsar Briquette Chlorine Order	DEPARTMENT: RECREATION
AGENDA SECTION:	AMOUNT: \$24,192.00
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: March 30, 2017
SUMMARY HIGHLIGHTS: The Recreation Department is requesting approval to move forward with ordering our 2017 pool chlorine at the current discounted pricing. <ul style="list-style-type: none"> • Bulk Order: (QTY 192 50# buckets) • Sole Vendor of Pulsar Briquettes: Spear Corporation • Must use certified Pulsar products in Pulsar Feeders • Total Amount: \$24,192.00 • Savings: By ordering in bulk the shipping cost is waived. 	
RECOMMENDED ACTION: Requesting approval to order 2017 pool chlorine from Spear Corp. in the amount of \$24,192.00	
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR: 

SPEAR

— CORPORATION —

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

Quote Date	03/30/17
Quote #	1452
Cust. PO#	

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

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

 Attn: **Hanna Mennenga**
 Phone: **(217) 893-5700**
 Email: **hmennenga@village.rantoul.il.us**

Reference	Ship Via Truck EB - Free Del	Valid Through 04/28/17	Terms Net 30 Days Salesperson Taylor Spear
------------------	--	----------------------------------	--

Parts

Part #	Description	Qty	Price	Extended
PB50	Chemicals, Pulsar Plus Briquettes 50# Pail	192 EA	\$126.00	\$ 24,192.00
Total Parts		192		\$24,192.00

Thank you for choosing Spear Corporation, 'The Leader in the Aquatic Industry Since 1984'!

THIS IS NOT AN INVOICE	Total Quote	\$24,192.00
------------------------	--------------------	--------------------

Lonza

Terrance St. Germain
Regional Sales Manager
Water Treatment Products
634 Americana Dr.
Shorewood, IL 60404
Phone - 815.725.1864
Cell - 630.248.2403
Email - terrance.stgermain@lonza.com

March 17, 2016

Luke Humphreys
Rantoul Park District
100 W. Flessner
Rantoul, IL 61866

Dear Mr. Humphreys:

Please be advised that Spear Corporation, Inc., 12966 N. County RD 50W, Roachdale, IN 48172 is Lonza Microbial Control's (formerly Arch Chemical, Inc.) sole source for the Pulsar® Chlorinating Systems and the related Chlorinating Chemicals. We have chosen Spear Corporation, Inc. because of their expertise in all segments of the Commercial Swimming Pool Market. If you have any further questions regarding this matter please feel free to call me at any time.

Sincerely,

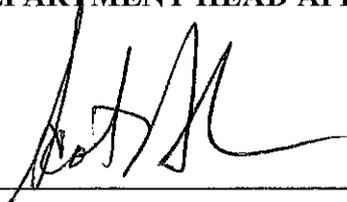
Terry St. Germain
North Central Regional Manager
Lonza Microbial Control

CC: D. Stark – Lonza Microbial Control
B. Jones – Spear Corporation

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

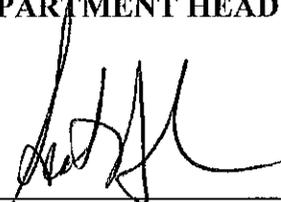
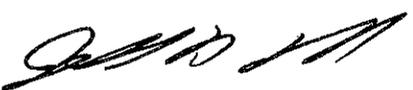
PAGE 1 OF 1

ITEM: Food Hub Cooler	DEPARTMENT:
AGENDA SECTION:	AMOUNT: \$27,165.01
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: 3/28/2017
<p>SUMMARY HIGHLIGHTS: The Village has been working with the Food Hub group on the purchase of equipment for their food packaging facility. The village has been approved for a grant of \$55,000 from USDA for equipment to be used by the Food Hub. One of the proposed purchases is the installation of a walk-in cooler for food storage. Two bids were received for the cooler. The low bid was from McCormick Service from Urbana in the amount of \$27,165.01. The other bid was from KEC Design in the amount of \$32,380. This cooler will be installed in a bay at the Rantoul Business Center.</p>	
<p>RECOMMENDED ACTION: Approve low bid from McCormick Service in the amount of \$27,165.01 with \$2,000 for contingencies. This expenditure is reimburseable from USDA.</p>	
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR: 

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: IMRF Resolution	DEPARTMENT: Comptroller
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: 3/27/2017
<p>SUMMARY HIGHLIGHTS: IMRF recently conducted a compliance audit. They reviewed our payroll and accounts payable records to determine if we were complying with IMRF rules and regulations regarding enrollment and withholding of employee wages. There were only five minor findings that have been or will be corrected. One finding involves employee uniform/clothing allowance. Certain employees receive this to offset the cost of uniforms they are required to wear at work. The Village has always included uniform allowance in wages reported to IMRF. Typically, this is not reportable as wages to IMRF unless the Village board passes a resolution indicating we want uniform allowances to be included as wages. It is our recommendation that we continue to include uniform allowance as reportable wages to IMRF. A suggested resolution from IMRF to do this is attached.</p>	
<p>RECOMMENDED ACTION: Pass an IMRF resolution to include uniform allowance as IMRF earnings.</p>	
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR: 



Suggested Resolution to Include Taxable Allowances as IMRF Earnings

IMRF Form 6.74 (12/11)

PLEASE ENTER Employer IMRF I.D. Number

RESOLUTION

Number _____

WHEREAS, standard member earnings reportable to the Illinois Municipal Retirement Fund do not include expense allowances; and

WHEREAS, the governing body of an IMRF participating unit of government may elect to include in IMRF earnings taxable expense allowances; and

WHEREAS, the _____ of the
BOARD, COUNCIL, etc.

_____ is authorized to include
EMPLOYER NAME
taxable expense allowances as earnings reportable to IMRF and it is desirable that it do so.

NOW THEREFORE BE IT RESOLVED that the _____ of the
BOARD, COUNCIL, etc.

_____ does hereby elect to
EMPLOYER NAME
include as earnings reportable to IMRF the following taxable expense allowances effective 11/1/2000 :
EFFECTIVE DATE

Uniform/Clothing Allowance

BE IT FURTHER RESOLVED that _____ is authorized and directed
CLERK OF SECRETARY OF THE BOARD
to file a duly certified copy of this resolution with the Illinois Municipal Retirement Fund.

CERTIFICATION

I, _____, the _____
NAME CLERK OR SECRETARY
of the _____ of the County of _____,
EMPLOYER NAME COUNTY
State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy
of a resolution duly adopted by its _____ at a meeting duly convened
GOVERNING BODY
and held on the _____ day of _____, 20 ____.

SEAL

CLERK OR SECRETARY OF THE BOARD

Illinois Municipal Retirement Fund
Suite 500, 2211 York Road, Oak Brook Illinois 60523-2337
Member Services Representatives 1-800-ASK-IMRF (1-800-275-4673)

www.imrf.org

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE <u>1</u> OF <u>8</u>
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ITEM: Coldwell Banker Devonshire Realty - Agreement	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: March 23, 2017

SUMMARY HIGHLIGHTS:
This Agenda item provides for a Listing Agreement with Coldwell Banker Devonshire Realty to market for lease and/or sale, various Airport and Economic Development Conveyance (EDC) properties. A previous agreement has been in place but formally expired at the end of February 2017.

The Airport properties listed for lease and/or sale include the following:
Building 26, Building 20 (AT&T 2nd Floor), Hangar 1, Hangar 2, and Hangar 3

The EDC property listed for lease and/or sale include the following:
Building 68 (Rantoul Business Center- RBC).

The attached map identifies the various building locations.

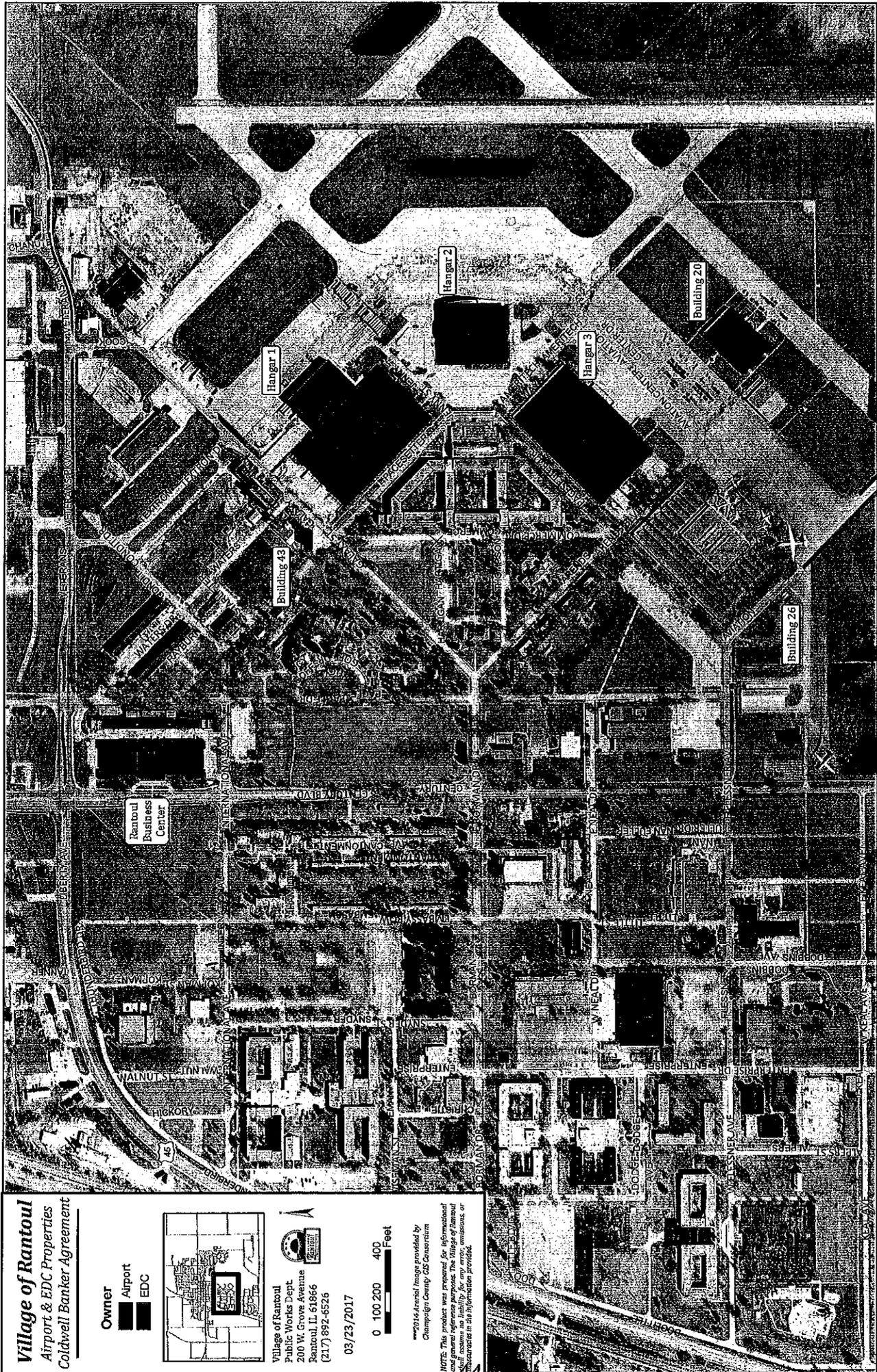
This agreement will be commission-fee based and will extend through February 28, 2018.

RECOMMENDED ACTION: Authorize the approval of a Listing Agreement with Coldwell Banker Devonshire Realty for the marketing for lease and/or sale of various Village Airport & Economic Development Conveyance (EDC) properties.

DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 
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AGENDA PAGE NUMBER:

Building Name	Address	PIN	Size (SF)	Occupied	Disposition	Price
Building 43	601 Galaxy Street	20-09-02-300-002	10,600	N/A	Sell	
Building 26	1008 Aviation Rd	Part of 20-09-11-100-001	1,848	N/A	Sell	
Building 20	1 Aviation Center Dr.	Part of 20-09-11-100-001	45,530	1 st Floor Leased	Lease	
Rantoul Business Center	601 S. Century Blvd.	Part of 20-09-02-300-011	106,168	Partially Leased	Sell/Lease	
Hangar 1	735 Pacesetter Dr.	Part of 20-09-02-300-011	270,000	Partially Leased	Sell/Lease	
Hangar 2	801 Pacesetter Dr.	Part of 20-09-02-300-011	100,000	Partially Leased	Sell/Lease	
Hangar 3	909 Pacesetter Dr.	Part of 20-09-11-100-001	218,000	Partially Leased	Sell/Lease	



Village of Rantoul
 Airport & EDC Properties
 Coldwell Banker Agreement

Owner

- Airport
- EDC

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

03/23/2017

0 100 200 400 Feet

©2014 Aerial image provided by
 Champlain County GIS Consortium

NOTE: This product was prepared for informational
 and general reference purposes. The Village of Rantoul
 is not responsible for any errors, omissions, or
 inaccuracies in all information provided.



DEVONSHIRE REALTY
P. O. Box 140
Champaign, IL 61824-0140

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

THIS AGREEMENT is entered into this _____ of April, 2017, by and between CBCDR LLC d/b/a COLDWELL BANKER COMMERCIAL DEVONSHIRE REALTY (Broker) and Village of Rantoul (Owner).

In consideration of Owner's acceptance of the services to be performed by Broker and the commissions to be paid by Owner, the parties agree that Broker is granted the exclusive right to market and sell the commercial real estate (**Property**) more particularly described and upon the terms as follows:

PROPERTY ADDRESS: See Appendix A

PROPERTY TAX IDENTIFICATION NUMBER: See Appendix A

LIST SALE PRICE: See Appendix A (or with Owner's consent, for a lesser sum or on other terms)

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

1. **LISTING TERM:** This Agreement shall become effective upon the date of execution and will terminate on the 28th day of February, 2018.

2. **COMMISSION:** In the event the Broker produces a buyer who is ready, willing and able to purchase the Property on the terms provided, or if a contract to purchase the Property is executed by the Owner and a buyer through the services and efforts of Broker or during the term of this Agreement, or if Owner contributes or conveys the Property to a partnership, joint venture or other business entity, or if Owner is a corporation, partnership or other business entity and an interest in said business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of the sale of the Property, then, without incurring commission to another broker, Owner shall pay Broker a commission of six percent (6%) of the gross purchase price, which commission shall be paid at the time Owner and buyer (successors and assigns) close on the Property or interest and title to the Property or an interest in the Property is transferred.

Owner also agrees to pay the commission to Broker if a sale is executed within six (6) months after termination of this Agreement to a prospect submitted by Broker during the term of this Agreement, or to anyone with whom Owner dealt during the term of this Agreement. Within five (5) days after the termination of the Agreement, Broker shall submit to Owner at the address listed herein via certified mail, a list of prospects (**Prospect List**) that Broker submitted to the Owner or Owner's Property during the term of the Agreement. The

Prospect List shall serve as notice to Owner and formal registration of those prospects which may earn Broker a commission in the event that the Property is sold to a prospect during the six (6) month period. Broker's failure to submit a Prospect List shall not waive any rights to commissions that may be due Broker under this Agreement. In addition, Broker's submittal of the Prospect List shall not waive any rights to commissions that may be due for those leases executed by anyone with whom Owner dealt during the term of the Agreement.

The full commission is payable at closing. If no closing occurs as a result of buyer's default, Broker will waive the commission and this Agreement will continue for the balance of the term, but if the closing fails to occur as a result of Owner's default or the failure of Owner to act in good faith and due diligence toward closing on the sale or exchange of the Property or an interest in the Property, then the commission under this Agreement will become immediately due.

3. **EXCHANGES:** The term "sale" shall include any exchange or trade to which Owner consents. In the event that Owner exchanges or trades the Property through the services of Broker or during the term of this Agreement, Broker shall be entitled to the same commission percentage as stated in paragraph 2. as though the Owner had sold the Property. The commission shall be based on the fair market value of the Property exchanged or traded. The Owner acknowledges that there may be tax consequences arising out of the exchange or trade of the Property and is advised to seek competent tax advice if the Owner chooses to do so.

4. **CONTRIBUTED PROPERTY:** If the Owner donates the Property to a charitable or not for profit organization, a commission as stated in paragraph 2. will be due based upon the fair market value of the donated Property.

5. **LEASE:** In the absence of a separate Exclusive Agency Listing Agreement for the Lease of the Property, and in the event the Owner executes a contract to lease the Property through the services and efforts of Broker, or during the term of this Agreement, including the six (6) month period after the termination of the Agreement if the prospect was submitted to Owner in the Prospect List per paragraph 2. or to anyone whom Owner dealt with during the term of the Agreement, then, without incurring commission to another broker, Owner shall pay Broker a commission based on the percentage as stated in paragraph 2., or such other percentage as the parties may agree to in writing, of the total gross amount of rent to be received by the Owner during the initial term of the lease. Said commission shall be paid at the time Owner and tenant (successors and assigns) enter into said lease, or shall be divided and paid to Broker in equal installments, whichever the parties agree.

If a lease or other separate agreement gives the tenant an option or multiple options to renew or extend the term of the lease, the commission initially calculated will cover only the initial term of the lease, exclusive of the period covered by the renewal or extension option(s). An additional commission will be due if (a) the tenant exercises any renewal or extension option; (b) the tenant remains in the Property beyond the initial term of the lease under a new lease or an amendment to the original lease; or (c) the tenant remains in the Property beyond the initial term of the lease as a holdover tenant.

The additional commission will be calculated, on the percentage stated in paragraph 2. or such other percentage as the parties may agree, as the difference between the amount of commission due for the entire term on the lease, including the extended or additional period, and the amount of commission previously paid. The additional commission is due and payable at the time the renewal, extension, new lease or amendment is executed, or on an installment basis, whichever the parties agree. If the tenant becomes a holdover, the commission due shall be calculated on a monthly basis and paid to Broker on a semi-yearly basis. Commissions for the extended periods are the obligation of Owner whether or not the Property is then owned by Owner or whether or not the lease is assigned prior to the exercise of such renewal or extension.

An additional commission is due if (a) a lease or other separate agreement gives the tenant an option to lease additional space and the tenant exercise such option; or (b) if tenant enters into a new lease for additional space at any time during the original term of the lease, whether or not the lease for such additional space is upon the same terms and conditions as the original lease. The additional commission for the additional space will be calculated, on the percentage stated in paragraph 2. or such other percentage as the parties may agree, as though the lease for the additional space had been consummated with a new tenant, based on the term and rental for the additional space. The additional commission is due and payable at the time the option is exercised or the new lease is signed or on an installment basis, whichever the parties agree. Commissions are payable by Owner whether or not the Property is then owned by Owner or whether or not the lease is assigned prior to the exercise of such option or the execution of a new lease.

6. **AGENCY DISCLOSURES:** Broker designates AJ Thoma III, CCIM (Owner's Designated Agent), as a sales associate affiliated with Broker, to act as the only legal agent of Owner for purposes of marketing the Property under this Agreement to the exclusion of all brokers or salespersons employed by or affiliated with Broker, unless and until Broker notifies Owner in writing to the contrary.

Broker reserves the right to name additional Designated Agents. If additional Designated Agents are named, Broker agrees to notify Owner in writing within a reasonable time. If other brokers or salespersons employed by or affiliated with Broker are designated as the legal agents of the prospective buyer of the Property, then Broker agrees to instruct each of the designated brokers or salespersons to act exclusively for the party they have been designated to represent and not to share or attempt to obtain information not appropriate to share or obtain with representatives of adverse parties.

7. **COOPERATING AGENTS / BROKERS:** Owner understands and agrees that other salespersons affiliated with Broker, other than Owner's Designated Agent(s), may represent the actual or prospective buyer (Buyer's Agent) of Owner's property. Further, Owner understands and agrees that if the Property is sold through the efforts of a sales associate affiliated with Broker who represents the buyer, the other sales associate affiliated with Broker will be acting as a buyer's designated agent.

Owner acknowledges that potential buyers may elect to employ the services of a different licensed real estate broker or sales associate as their own agent. Broker is authorized to show the Property to

prospective buyers represented by Buyer's Agent and Broker, in its sole discretion, may pay a part of the above commission to Buyer's Agent or other cooperating agents. Broker is authorized in its sole discretion to determine with which brokers it will cooperate, and the amount of compensation that it will offer cooperating brokers in the sale of the Property.

8. **DUAL AGENCY:** Owner acknowledges that Broker may represent prospective buyers as well as Owner and Broker agrees as such to provide Owner with a Disclosure and Consent to Dual Agency form for Owner to execute if Owner agrees to the dual agency.

9. **BROKER'S DUTIES:** Broker shall use its best efforts to produce a Buyer ready, willing, and able to purchase the Property at the sale price listed herein or any other price acceptable to Owner; shall assist to the extent requested by Owner, in negotiating the terms of and filling out a real estate purchase agreement; and comply with all applicable laws in performing its duties. Accept delivery of and present to the Owner offers and counteroffers to buy, sell, or lease the Owner's property or the property the Owner seeks to purchase or lease; assist the Owner in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and answer the Owner's questions relating to the offers, counteroffers, notices, and contingencies.

10. **OWNER'S COVENANTS:** Owner agrees to cooperate with Broker, its agents and cooperating brokers fully with respect to Broker's efforts to market and sell the Property. Owner agrees to refer to Broker all inquiries received relating to the sale of the Property and to conduct all negotiations with prospective buyers of the Property through Broker. Owner further agrees to furnish Broker any information concerning the Property as Broker may reasonably request from time to time.

The Owner represents and warrants that it is either the owner of the Property, the beneficiary under the land trust that owns the Property or is the authorized agent of the Owner who has the power and authority to enter into this Contract on behalf of the legal or beneficial owner of the Property.

11. **CONDITION OF PROPERTY:** Broker is not charged with the custody of the Property, nor its management, upkeep or repair. Owner understands that the information furnished by Owner to Broker will be used to advertise Owner's property to the public and it is necessary that the information is accurate.

Owner acknowledges that Owner may be liable to a buyer for any latent or hidden undisclosed defects in the Property that are known to Owner and not disclosed to a buyer.

Owner agrees to disclose to Broker and prospective buyers all information that Owner has or may obtain regarding the Property. Broker is authorized to disclose all such information to prospective buyers. Owner agrees to indemnify and save harmless Broker and its officers, employees and agents against any and all actions, claims, damages and liabilities (a) relating to the condition of the Property; (b) pertaining to the presence and location of asbestos, PCB transformers, underground storage tanks and any hazardous or contaminated

substances in, on or around the Property and any damage or injury to person or Property resulting from or occurring in, on or about the Property.

Owner agrees to keep the Property in good repair / condition during the term of the Agreement.

12. **INDEMNIFICATION:** Owner agrees to indemnify, defend and hold Broker and its sales agents harmless from any and all claims, disputes, litigation, judgments, and costs (including reasonable attorney's fees) arising from Owner's breach of this Agreement, from any incorrect information or misrepresentation supplied by Owner to Broker or from any material facts, including latent defects, that are known to Owner and that Owner fails to disclose to Broker or any of its sales agents.

13. **MARKETING:** Owners authorizes Broker to place and remove listing signs on or from the Property and to advertise and photograph the same and use such photographs in the negotiations of the sale. Owner further authorizes Broker and or cooperating brokers to conduct showings of the Property and grants Broker and or cooperating brokers access to the Property to show the same at reasonable hours.

14. **OWNER DEFAULT:** In the event Owner fails to perform Owner's obligations under this Agreement and if it becomes necessary for Broker to retain an attorney or initiate any legal proceedings in order to secure conformance with this Agreement, then in addition to all other sums Broker may be entitled to recover, Broker shall also be entitled to recover court costs, reasonable attorney fees, pre-judgment and post-judgment interest and all other costs incurred by Broker in connection therewith. Owner acknowledges that Broker shall have all rights granted to Brokers under the Illinois Commercial Real Estate Broker Lien Act.

15. **EARNEST MONEY:** Earnest money deposited by a prospective buyer shall be held in escrow until closing with the Escrowee allowed to retain expenses incurred for Owner and to pay the earnest money into court in the event of a dispute. IN THE EVENT THAT OWNER RETAINS THE EARNEST MONEY, OR ANY PART THEREOF AS A RESULT OF THE PROSPECTIVE TENANTS DEFAULT, THEN BROKER IS ENTITLED TO ONE-HALF (1/2) OF THE AMOUNT OWNER RECEIVES LESS ANY EXPENSES OR LOSSES OWNER MAY HAVE AS A RESULT OF THE TENANT DEFAULT.

16. **NONDISCRIMINATION:** THE PARTIES ACKNOWLEDGE THAT IT IS ILLEGAL FOR EITHER OWNER OR BROKER TO REFUSE TO DISPLAY OR SELL THE PROPERTY TO ANY PERSON BECAUSE OF HIS RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, OR PHYSICAL DISABILITY.

17. **AMENDMENTS IN WRITING:** No amendment or alterations in the terms of this Agreement will be valid or binding unless made in writing and signed by Owner and Broker.

18. **ACKNOWLEDGMENT:** All persons signing below have read and understand this Agreement.

19. **BINDING EFFECT:** This Agreement shall be binding upon the heirs, successors, administrators and assigns of the parties hereto.

20. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

21. **EXECUTION AND COUNTERPARTS:** This contract contains the entire agreement of the parties and cannot be changed except by their written consent. This Agreement supersedes all prior agreements and understandings between the Owner and Broker with respect to the Property. This Agreement may be executed in any number of counterparts, each and all of which shall be deemed for all purposes to be one agreement.

22. **MISCELLANEOUS:** If more than one Owner or buyer is involved, the pronouns and grammatical structure shall be understood to conform.

OWNER:

By: _____

Name: _____

Title: _____

Phone: _____

Fax: _____

Dated: _____

E-mail: _____

BROKER:

By: _____

Name: AJ Thoma III, CCIM

Title: Broker

Phone: 217-403-3425

Fax: 217-403-3440

Dated: _____

E-mail: ajt@cbcdr.com

Appendix A

[Pricing will be inserted after CBCDR has toured all buildings, and reviewed current leases, etc.]

Building Name	Address	PIN	Size (SF)	Occupied	Disposition	Price
Building 43	601 Galaxy Street	20-09-02-300-002	10,600	N/A	Sell	
Building 26	1008 Aviation Rd	Part of 20-09-11-100-001	1,848	N/A	Sell	
Building 20	1 Aviation Center Dr.	Part of 20-09-11-100-001	45,530	1 st Floor Leased	Lease	
Rantoul Business Center	601 S. Century Blvd.	Part of 20-09-02-300-011	106,168	Partially Leased	Sell/Lease	
Hangar 1	735 Pacesetter Dr.	Part of 20-09-02-300-011	270,000	Partially Leased	Sell/Lease	
Hangar 2	801 Pacesetter Dr.	Part of 20-09-02-300-011	100,000	Partially Leased	Sell/Lease	
Hangar 3	909 Pacesetter Dr.	Part of 20-09-11-100-001	218,000	Partially Leased	Sell/Lease	

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE <u>1</u> OF <u>32</u>
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ITEM: Electric SCADA System upgrades: five Remote Telemetry Units and ACS PRISM including workstations, DNPnet, ePRISM and eAlarm	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: \$110,346.00
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: March 27 , 2017

SUMMARY HIGHLIGHTS:

Advanced Control Systems (ACS) is our sole provider of Electric Supervisory Control And Data Acquisition (SCADA) hardware and software solutions. It's Precision Real-Time Information System (PRISM) is a leading Electric SCADA system, which we currently use. This Agenda Item provides for purchase, replacement and installation of five (5) Remote Telemetry Units (RTU) and upgrading our Electric SCADA system including workstations, PRISM, DNPnet drivers, ePRISM and eAlarm.

Five (5) out of our eight (8) electric substations are equipped with obsolete NTU-7550 units (made in 1998), which are no longer supported by the manufacturer. Many repairs have been made to this day using our replacement parts but this source has been exhausted. The old RTU units are to be replaced with new NTX-220 Substation Controllers using existing cabinets. Attached ACS quotation for installation of five new RTU units (parts and labor) totals to \$65,013.00 (see attached ACS Quote No.: PR-1701-1210).

Simultaneously with RTU upgrades our ACS PRISM system needs to be upgraded to provide adequate computing power and software environment. This includes two new workstations with latest Red Hat Linux and the new PRISM v 11 SCADA system for \$24,333.00 (see attached ACS Quote No.: PR-1701-1211).

Additionally our obsolete PRISM Communication Interface (PCI) needs to be replaced by a DNPnet system software. The system wide license (ACS-P-DN3-SY) costs \$12,000.00.

Two new additions to the system are proposed.
ePRISM for four (4) concurrent users (\$4,000.00), which will make possible remote monitoring of our SCADA system and
eAlarm, Event Notification and Summary License for 20 email addresses (\$5,000.00)

Funding in the amount of \$135,000.00 is available in the FY 17/18 budget and the purchase order will be processed after May 1-st 2017.

RECOMMENDED ACTION: Authorize the purchase of five (5) new RTU units, ACS PRISM upgrade, DNPnet system wide license, ePRISM and eAlarm software in the amount of \$110,346.00 for the upgrade of the Electric SCADA System.

DEPARTMENT HEAD APPROVAL:
G. Gregory Hazel, P.E.



VILLAGE ADMINISTRATOR:



AGENDA PAGE NUMBER:



2766 Northwood Parkway, Norcross, Georgia, 30071
 TEL: 01-770-448-8854 FAX: 01-770-448-0057

Quotation

To: Rantoul Light & Power Dept
 PO Box 38
 Rantoul, IL 61866-0038
 Attn: Ludwik Kordas
 Phone #: 217-892-6520
 Email: lkordas@village.rantoul.il.us

Date: Jan. 26, 2017		ACS Quote No.: PR-1701-1210		Customer P.O. or Contract #:	
ACS Payment Schedule: 100% Due at Shipping of Equipment to Customer Site, NET30		Customer Requested Date:		F.O.B. (X) Norcross () Destination Ship Via: Best Way	
ACS Estimated Shipping Date: 60 Days ARO (depending on ACS Factory schedule at time of order)		Shipping Charges: Prepay & Invoice at Cost, minimum of \$35		Sales Tax %: Not Included	
Item	Qty	Description	Unit Price	Total	
NTX-200 Series upgrades for ACS Obsolete MPR-7050/NTU-7550 Legacy RTUs					
1	1	<p>NTX-220 Substation Controller for upgrading the ACS MPR-7550 RTU at Chandler Road as follows:</p> <p>NTX-220 Electronics Card Cage, P/N CF545051, 19" W x 5.25" H x 12" D, 19" rack mounted, with Power Supply, 5-slot System Node Mid-Plane and a 6 Slot Input Module mid-plane Motherboard.</p> <p>System Controller Node with Termination, P/N AS545011/DA050205, Router/Gateway functionality with One 10/100baseT DNP3 and/or Modbus RTU over TCP/IP or UDP Ethernet Port, configurable for up to 8 IP clients, servers, or multiples of both. Includes two configurable isolated EIA 561 RS-232 DTE/485 RJ45 serial ports, with DNP 3.0, and Modbus RTU primary/secondary protocols, Cooper 2179 primary IED protocol and ACS7000, Harris 6000, L&G8979, SC-1801, & SCOMD secondary protocols for master communications. 32-bit ARM9E CPU running under an embedded version of the Linux operating system. Mini USB Maintenance port and USB for a thumb drive to update firmware and archive configuration files. IRIG-B Time Code Reader for unmodulated signaling and GPS Satellite Clock interface Mini-DIN connector using NMEA 0183 protocol included with optional clock antenna available for NTX-220 time synchronization only. Supports NTP Synchronization via an Ethernet Connection.</p> <p>Includes NTX Logic Controller- Programmable Logic Controller application for the NTX-series that includes:</p> <p>NTU Logic Run-Time License included for ACS or customer developed algorithms to be run on the System Controller in any NTX series so equipped. C/N 5080.</p>	\$14,695	\$14,695	

Item	Qty	Description	Unit Price	Total
		<p>NTX Smart I/O Controller, P/N DA050210-1/DA050212-1 for up to 8 NTX Digital or 8 NTX Analog card file modules or any combination of the two. Also supports up to 256 digital inputs, 256 analog inputs utilizing DIN Rail mounted DA075073 Analog and DA075068 Digital Input Modules.</p> <p>NTX Binary Output Controller, P/N AS545016/050243 using an isolated 16 x 16 Binary Output relay driver Interface - for up to 256 External mounted control relay Interfaces.</p> <p>Two Spare NTX Gateway Node Slots available</p> <p>64 Analog Input points using Card File Mounted 16 Analog Inputs (DA050430-1/DA050417 X 4, (0 ± 1mA), with two 26-pin connectors for every 8 plus, minus, and EG Shield terminations to terminal block assemblies itemized below. Groups of 16 inputs with full 16-bit A/D per group supported.</p> <p>16-point Analog Input Module Interface Cable, P/N DA543019 X 8, DB25F to Terminal Block assembly, length to fit from NTX-220 card file analog modules to respective 24 pole terminal block assemblies.</p> <p>Two 32-point form-fit blank analog input module, P/N DA040351 x 2, for customer replacement of existing panel mounted Analog Input Module w/Expansion Analog Input Module (if installed). Form-fit designed with original 7050 removable terminal block pins physically located where the original AIM Terminal Blocks were located. Customer to move terminal blocks for each 8 analog inputs to replacement form-fit terminal block pins.</p> <p>1st 7550 I/O Module cables for 19" rack mounted NTX-220 consisting of:</p> <p>Reuse existing 7550 1st DA075068 Digital Input Module Ribbon Cable, AA101269.</p> <p>Reuse existing 7550 1st control relay interface ribbon cable, AA400272.</p> <p>NTX Power supply ±V to DA070536 DIM power cable - AA650088 x 1.</p> <p>Rear Panel AS545063 with Wetting Voltage connector</p> <p>Two Spare NTX I/O Slots available</p> <p>NTX Power Supply, P/N 540100, 125Vdc/115Vac input with 24Vdc output for contact wetting and control output relay drivers and 5Vdc logic power. Card Cage Mounted with Power Panel AS545002 for 130Vdc.</p> <p>NTX-220 to be mounted in existing NTU-7550 19" cabinet rack.</p> <p>Includes complete assembly and system level testing of complete unit, and custom NTX-220 drawings.</p> <p>NTX Explorer Configuration & Diagnostic USB Serial Cable - 10', USB 2.0 Cable, Type A-5 pin (mini-B). C/N 4194</p>		
2	1	<p>NTX-200 Substation Controller for upgrading an NTU-7550 RTU at CIPS Substation as follows:</p> <p>NTX-200 Electronics Card Cage, 9.5" W x 6" H, bottom wall/panel mounted (P/N CF545009), with Power Supply Slot, 4-slot System Node Mid-Plane and a 3 Slot Input Module mid-plane Motherboard.</p>	\$11,808	\$11,808

Item	Qty	Description	Unit Price	Total
		<p>NTX System Controller Node with Termination, P/N AS545011/DA050205, Router/Gateway functionality with One 10/100baseT DNP3 and/or Modbus RTU over TCP/IP or UDP Ethernet Port, configurable for up to 8 IP clients, servers, or multiples of both. Includes two configurable isolated EIA 561 RS-232 DTE/485 RJ45 serial ports, with DNP 3.0, and Modbus RTU primary/secondary protocols, Cooper 2179 primary IED protocol and ACS7000, Harris 6000, L&G8979, SC-1801, & SCOMD secondary protocols for master communications. 32-bit ARM9E CPU running under an embedded version of the Linux operating system. Mini USB Maintenance port and USB for a thumb drive to update firmware and archive configuration files. IRIG-B Time Code Reader for unmodulated signaling and GPS Satellite Clock interface Mini-DIN connector using NMEA 0183 protocol included with optional clock antenna available for NTX-200 time synchronization only. Supports NTP Synchronization via an Ethernet Connection.</p> <p>Includes NTX Logic Controller- Programmable Logic Controller application for the NTX-series that includes:</p> <p>NTU Logic Run-Time License included for ACS or customer developed algorithms to be run on the System Controller in any NTX series so equipped. C/N 5080.</p> <p>NTX Smart I/O Controller, P/N DA050210-1/DA050212-1 for up to 8 NTX Analog card file modules. Also supports up to 256 digital inputs using DIN Rail or panel mounted DA075068 Digital Input Modules.</p> <p>NTX Binary Output Controller, P/N AS545016/050243 using an isolated 16 x 16 Binary Output relay driver Interface - for up to 256 External DIN Rail or panel mounted control relay Interfaces.</p> <p>One Spare NTX Gateway Node Slot available</p> <p>32 Analog Input points using Card File Mounted 16 Point Analog Input Modules (DA050430-1/DA050417 X 2, (0 ± 1mA), with two 26-pin connectors for every 8 plus, minus, and EG Shield terminations to terminal block assemblies itemized below. Groups of 16 inputs with full 16-bit A/D per group supported.</p> <p>16-point Analog Input Module Interface Cable, P/N DA543019 X 4, DB25F to Terminal Block assembly, length to fit from NTX-200 card file analog modules to respective form-fit blank analog input module.</p> <p>One 32-point form-fit blank analog input module, P/N DA040351 x 1, for customer replacement of existing panel mounted Analog Input Module w/Expansion Analog Input Module (if installed). Form-fit designed with original 7050/7550 removable terminal block pins physically located where the original AIM Terminal Blocks were located. Customer to move terminal blocks for each 8 analog inputs to replacement form-fit terminal block pins.</p> <p>Two Spare NTX I/O Slots available</p> <p>1st 7550 I/O Module cables for wall mount NTX-200 consisting of:</p> <p>Reuse existing 7550 1st DA075068 Digital Input Module Ribbon Cable, AA101269.</p>		

Item	Qty	Description	Unit Price	Total
		<p>Reuse existing 7550 1st control relay Interface ribbon cable, AA400272.</p> <p>NTX Power supply $\pm V$ to DA070536 DIM power cable - AA650088 x 1.</p> <p>Rear Panel AS545063 with Wetting Voltage connector NTX Power Supply, P/N 540100, 115Vac input with 24Vdc output for contact wetting and control output relay drivers and 5Vdc logic power. Card Cage Mounted with power panel AS545086 for 115Vac with Local Remote Switch.</p> <p>NTX Battery Charger, P/N DA050100 with AC Power Panel AS545086 for 115Vac Power Supply.</p> <p>Approximately Twelve hour 24Vdc battery backup, with mounting hardware & cables.</p> <p>NTX-200 card file to be bottom panel mounted in place of NTU-7550 card file and power supply or door mounted in existing cabinet.</p> <p>NTX-200 NTX Explorer Configuration & Diagnostic USB Serial Cable - 10', USB 2.0 Cable, Type A-5 pin (mini-B). C/N 4194</p>		
3	1	<p>NTX-200 Substation Controller for upgrading an NTU-7550 RTU at East Substation as follows:</p> <p>NTX-200 Electronics Card Cage, 9.5" W x 6" H, bottom wall/panel mounted (P/N CF545009), with Power Supply Slot, 4-slot System Node Mid-Plane and a 3 Slot Input Module mid-plane Motherboard.</p> <p>NTX System Controller Node with Termination, P/N AS545011/DA050205, Router/Gateway functionality with One 10/100baseT DNP3 and/or Modbus RTU over TCP/IP or UDP Ethernet Port, configurable for up to 8 IP clients, servers, or multiples of both. Includes two configurable isolated EIA 561 RS-232 DTE/485 RJ45 serial ports, with DNP 3.0, and Modbus RTU primary/secondary protocols, Cooper 2179 primary IED protocol and ACS7000, Harris 6000, L&G8979, SC-1801, & SCOMD secondary protocols for master communications. 32-bit ARM9E CPU running under an embedded version of the Linux operating system. Mini USB Maintenance port and USB for a thumb drive to update firmware and archive configuration files. IRIG-B Time Code Reader for unmodulated signaling and GPS Satellite Clock interface Mini-DIN connector using NMEA 0183 protocol included with optional clock antenna available for NTX-200 time synchronization only. Supports NTP Synchronization via an Ethernet Connection.</p> <p>Includes NTX Logic Controller- Programmable Logic Controller application for the NTX-series that includes:</p> <p>NTU Logic Run-Time License included for ACS or customer developed algorithms to be run on the System Controller in any NTX series so equipped. C/N 5080.</p> <p>NTX Smart I/O Controller, P/N DA050210-1/DA050212-1 for up to 8 NTX Analog card file modules. Also supports up to 256 digital inputs using DIN Rail or panel mounted DA075068 Digital Input Modules.</p> <p>NTX Binary Output Controller, P/N AS545016/050243 using an isolated 16 x 16 Binary Output relay driver Interface - for up to 256 External DIN Rail or panel mounted control relay Interfaces.</p> <p>One Spare NTX Gateway Node Slot available</p>	\$12,919	\$12,919

Item	Qty	Description	Unit Price	Total
		<p>48 Analog Input points using Card File Mounted 16 Point Analog Input Modules (DA050430-1/DA050417 X 3, (0 ± 1mA), with two 26-pin connectors for every 8 plus, minus, and EG Shield terminations to terminal block assemblies itemized below. Groups of 16 inputs with full 16-bit A/D per group supported.</p> <p>16-point Analog Input Module Interface Cable, P/N DA543019 X 6, DB25F to Terminal Block assembly, length to fit from NTX-200 card file analog modules to respective form-fit blank analog input module.</p> <p>Two 32-point form-fit blank analog input module, P/N DA040351 x 2, for customer replacement of existing panel mounted Analog Input Module w/Expansion Analog Input Module (if installed). Form-fit designed with original 7050/7550 removable terminal block pins physically located where the original AIM Terminal Blocks were located. Customer to move terminal blocks for each 8 analog inputs to replacement form-fit terminal block pins.</p> <p>No Spare NTX I/O Slots available 1st 7550 I/O Module cables for wall mount NTX-200 consisting of:</p> <p>Reuse existing 7550 1st DA075068 Digital Input Module Ribbon Cable, AA101269.</p> <p>Reuse existing 7550 1st control relay interface ribbon cable, AA400272.</p> <p>NTX Power supply ±V to DA070536 DIM power cable - AA650088 x 1.</p> <p>Rear Panel AS545063 with Wetting Voltage connector NTX Power Supply, P/N 540100, 125Vdc/115Vac input with 24Vdc output for contact wetting and control output relay drivers and 5Vdc logic power. Card Cage Mounted with Power Panel AS545002 for 130Vdc.</p> <p>NTX-200 card file to be bottom panel mounted in place of NTU-7550 card file and power supply or door mounted in existing cabinet.</p> <p>NTX-200 NTX Explorer Configuration & Diagnostic USB Serial Cable - 10', USB 2.0 Cable, Type A-5 pin (mini-B). C/N 4194</p>		
4	1	<p>NTX-200 Substation Controller for upgrading an NTU-7550 RTU at Industrial Substation as follows:</p> <p>NTX-200 Electronics Card Cage, 9.5" W x 6" H, bottom wall/panel mounted (P/N CF545009), with Power Supply Slot, 4-slot System Node Mid-Plane and a 3 Slot Input Module mid-plane Motherboard.</p>	\$10,727	\$10,727

Item	Qty	Description	Unit Price	Total
		<p>NTX System Controller Node with Termination, P/N AS545011/DA050205, Router/Gateway functionality with One 10/100baseT DNP3 and/or Modbus RTU over TCP/IP or UDP Ethernet Port, configurable for up to 8 IP clients, servers, or multiples of both. Includes two configurable isolated EIA 561 RS-232 DTE/485 RJ45 serial ports, with DNP 3.0, and Modbus RTU primary/secondary protocols, Cooper 2179 primary IED protocol and ACS7000, Harris 6000, L&G8979, SC-1801, & SCOMD secondary protocols for master communications. 32-bit ARM9E CPU running under an embedded version of the Linux operating system. Mini USB Maintenance port and USB for a thumb drive to update firmware and archive configuration files. IRIG-B Time Code Reader for unmodulated signaling and GPS Satellite Clock interface Mini-DIN connector using NMEA 0183 protocol included with optional clock antenna available for NTX-200 time synchronization only. Supports NTP Synchronization via an Ethernet Connection.</p> <p>Includes NTX Logic Controller- Programmable Logic Controller application for the NTX-series that includes:</p> <p>NTU Logic Run-Time License included for ACS or customer developed algorithms to be run on the System Controller in any NTX series so equipped. C/N 5080.</p> <p>NTX Smart I/O Controller, P/N DA050210-1/DA050212-1 for up to 8 NTX Analog card file modules. Also supports up to 256 digital inputs using DIN Rail or panel mounted DA075068 Digital Input Modules.</p> <p>NTX Binary Output Controller, P/N AS545016/050243 using an isolated 16 x 16 Binary Output relay driver Interface - for up to 256 External DIN Rail or panel mounted control relay Interfaces.</p> <p>One Spare NTX Gateway Node Slot available</p> <p>32 Analog Input points using Card File Mounted 16 Point Analog Input Modules (DA050430-1/DA050417 X 2, (0 ± 1mA), with two 26-pin connectors for every 8 plus, minus, and EG Shield terminations to terminal block assemblies itemized below. Groups of 16 inputs with full 16-bit A/D per group supported.</p> <p>16-point Analog Input Module Interface Cable, P/N DA543019 X 4, DB25F to Terminal Block assembly, length to fit from NTX-200 card file analog modules to respective form-fit blank analog input module.</p> <p>One 32-point form-fit blank analog input module, P/N DA040351 x 1, for customer replacement of existing panel mounted Analog Input Module w/Expansion Analog Input Module (if installed). Form-fit designed with original 7050/7550 removable terminal block pins physically located where the original AIM Terminal Blocks were located. Customer to move terminal blocks for each 8 analog inputs to replacement form-fit terminal block pins.</p> <p>One Spare NTX I/O Slots available</p> <p>1st 7550 I/O Module cables for wall mount NTX-200 consisting of:</p> <p>Reuse existing 7550 1st DA075068 Digital Input Module Ribbon Cable, AA101269.</p>		

Item	Qty	Description	Unit Price	Total
		<p>Reuse existing 7550 1st control relay interface ribbon cable, AA400272.</p> <p>NTX Power supply $\pm V$ to DA070536 DIM power cable - AA650088 x 1.</p> <p>Rear Panel AS545063 with Wetting Voltage connector NTX Power Supply, P/N 540100, 125Vdc/115Vac input with 24Vdc output for contact wetting and control output relay drivers and 5Vdc logic power. Card Cage Mounted with Power Panel AS545002 for 130Vdc.</p> <p>NTX-200 card file to be bottom panel mounted in place of NTU-7550 card file and power supply or door mounted in existing cabinet.</p> <p>NTX-200 NTX Explorer Configuration & Diagnostic USB Serial Cable - 10', USB 2.0 Cable, Type A-5 pin (mini-B). C/N 4194</p>		
5	1	<p>NTX-220 Substation Controller for upgrading the ACS MPR-7050A RTU at the Power Plant as follows:</p> <p>NTX-220 Electronics Card Cage, P/N CF545051, 19" W x 5.25" H x 12" D, with 19" bottom mounting ears for wall/panel mounting, with Power Supply, 5-slot System Node Mid-Plane and a 6 Slot Input Module mid-plane Motherboard.</p> <p>NTX-220 System Controller Node with Termination, P/N AS545011/DA050205, Router/Gateway functionality with One 10/100baseT DNP3 and/or Modbus RTU over TCP/IP or UDP Ethernet Port, configurable for up to 8 IP clients, servers, or multiples of both. Includes two configurable isolated EIA 561 RS-232 DTE/485 RJ45 serial ports, with DNP 3.0, and Modbus RTU primary/secondary protocols, Cooper 2179 primary IED protocol and ACS7000, Harris 6000, L&G8979, SC-1801, & SCOMD secondary protocols for master communications. 32-bit ARM9E CPU running under an embedded version of the Linux operating system. Mini USB Maintenance port and USB for a thumb drive to update firmware and archive configuration files. IRIG-B Time Code Reader for unmodulated signaling and GPS Satellite Clock interface Mini-DIN connector using NMEA 0183 protocol included with optional clock antenna available for NTX-220 time synchronization only. Supports NTP Synchronization via an Ethernet Connection.</p> <p>Includes NTX Logic Controller- Programmable Logic Controller application for the NTX-series that includes:</p> <p>NTU Logic Run-Time License included for ACS or customer developed algorithms to be run on the System Controller in any NTX series so equipped. C/N 5080.</p> <p>NTX Smart I/O Controller, P/N DA050210-1/DA050212-1 for up to 8 NTX Digital or 8 NTX Analog card file modules or any combination of the two. Also supports up to 256 digital inputs, 256 analog inputs utilizing DIN Rail mounted DA075073 Analog and DA075068 Digital Input Modules.</p> <p>NTX Binary Output Controller, P/N AS545016/050243 using an isolated 16 x 16 Binary Output relay driver Interface - for up to 256 External mounted control relay Interfaces.</p> <p>Two Spare NTX Gateway Node Slot available</p>	\$14,864	\$14,864

Item	Qty	Description	Unit Price	Total
		<p>64 Analog Input points using Card File Mounted 16 Analog Inputs (DA050430-1/DA050417 X 4, (0 ± 1mA), with two 26-pin connectors for every 8 plus, minus, and EG Shield terminations to terminal block assemblies itemized below. Groups of 16 inputs with full 16-bit A/D per group supported.</p> <p>16-point Analog Input Module Interface Cable, P/N DA543019 X 8, DB25F to Terminal Block assembly, length to fit from NTX-220 card file analog modules to respective 24 pole terminal block assemblies.</p> <p>Two 32-point form-fit blank analog input module, P/N DA040351 x 2, for customer replacement of existing panel mounted Analog Input Module w/Expansion Analog Input Module (if installed). Form-fit designed with original 7050 removable terminal block pins physically located where the original AIM Terminal Blocks were located. Customer to move terminal blocks for each 8 analog inputs to replacement form-fit terminal block pins.</p> <p>Replacement 1st 7050 I/O Module cables for panel mounted NTX-220 consisting of: Reuse existing 7050 1st DA075068 Digital Input Module Ribbon Cable, AA101269. Reuse existing 7050 1st control relay interface ribbon cable, AA400272. NTX Power supply ±V to DA070536 DIM power cable - AA650088 x 1. Rear Panel AS545063 with Wetting Voltage connector Two Spare NTX I/O Slots available NTX Power Supply, P/N 540100, 115Vac Input with 24Vdc output for contact wetting and control output relay drivers and 5Vdc logic power. Card Cage Mounted with Power Panel AS545081 for 115Vac.</p> <p>NTX-220 card file to be bottom panel mounted in place of NTU-7050A MPM and power supply in existing cabinet. Includes complete assembly and system level testing of complete unit, and custom NTX-220 drawings. NTX Explorer Configuration & Diagnostic USB Serial Cable - 10', USB 2.0 Cable, Type A-5 pin (mini-B). C/N 4194</p>		
Subtotal				\$65,013
Shipping & Handling			Prepay, Invoiced at Cost, Min \$35	
Total System				\$65,013
Options				
All Optional Items priced for inclusion with Item #1 & #2 only				
6	1	NTX Option: NTX-200 Series Serial Port Communications Interface Cable - RJ-45 to 25 pin (M) RS232 DTE/DCE, AA401398	\$79	As Required
7	1	NTX Option: NTX-200 Series Serial Port Communications Interface Cable - RJ-45 to 9 pin (M) R232 DTE/DCE, AA401489	\$79	As Required
8	1	NTX Serial Port Communications Interface Cable - RJ-45 to RJ-8A Weidmuller for RS-485, AA650106	\$110	As Required

Item	Qty	Description	Unit Price	Total
9	1	NTX Option: GPS Antenna with GPS Satellite Time Base Unit with 6-pin male Mini-DIN connector and 5 meter cable, P/N AA543020.	\$183	As Required
10	1	NTX Option: GPS Antenna extension cable, StarTech 6-pin PS/2 Mini Din Extension Cable, 25 foot cable lengths with up to 100 foot extension cable length maximum. P/N KXT102_25	\$38	As Required
11	1	NTX Ethernet/Quad-Serial Gateway Node with Termination Module, P/N AS545008/DA050224, F/W P05-0098, with One 10/100baseT DNP3 and/or Modbus RTU over TCP/IP or UDP Ethernet Port, configurable for up to 64 IP clients, servers, or multiples of both. Includes Four configurable isolated EIA 561 RS-232 DTE/485 RJ45 serial ports, with DNP 3.0, and Modbus RTU primary/secondary protocols, Cooper 2179 primary IED protocol and ACS7000, Harris 6000, L&G8979, SC-1801, IEC-60870-5-101 & SCOMD secondary protocols for master communications. 32-bit ARM9E CPU running under an embedded version of the Linux operating system.	\$1,319	As Required

Item	Qty	Description	Unit Price	Total
Supplemental Terms & Conditions of Sales				
1. System Delivery				
<ul style="list-style-type: none"> • A standard PRISM system lead-time is 120 days ARO or sooner. • System services will be performed remotely, if possible. For On-Site services, all travel and living expenses will be billed at cost • A premium (a fee equal to a percentage of the quoted total price) will be added to orders requesting expedited delivery. • Requests for expedited delivery under 80 days will be addressed on a case-by-case basis and require a premium of 25%. • All expedite processes must be authorized in writing, and cannot be cancelled once started. • If ACS does not meet the required delivery, the expedite premium will be forfeited, but not the additional shipping charges. 				
2. Parts Delivery				
<ul style="list-style-type: none"> • Normal parts lead-time is 30 days ARO. • A premium (a fee equal to a percentage of the quoted total price) will be added to orders requesting expedited delivery. • Parts orders that require next day delivery will be billed at a +20% premium, with a minimum adder of \$100. • Shipment of parts not in stock will be addressed on a case-by-case basis. • All expedite processes must be authorized in writing, and cannot be cancelled once started. • If ACS does not meet the required delivery, the expedite premium will be forfeited, but not the additional shipping charges. 				
3. NTU Delivery				
<ul style="list-style-type: none"> • Normal NTU (RTU) lead-time is 90 to 120 days ARO or sooner. • A premium (a fee equal to a percentage of the quoted total price) will be added to orders requesting expedited delivery. • Requests for expedited delivery between 30 and 60 days will require a premium of +20% with a minimum adder of \$500. • Requests for expedited delivery to less than 30 days will require a premium of +50% with a minimum adder of \$3,000. • Orders for expedited delivery to 60-90 days will be addressed on a case-by-case basis. • All expedite processes must be authorized in writing, and cannot be cancelled once started. • If ACS does not meet the required delivery, the expedite premium will be forfeited, but not the additional shipping charges. 				
4. IED Profiles				
<ul style="list-style-type: none"> • Each IED device profile qualified by ACS is based on information supplied by the IED vendor and includes specific IED firmware versions • An IED vendor may change their specific device profile from the original profile that ACS has implemented and tested. • In such a case, the customer is responsible for notifying ACS and coordinating with the IED vendor for device profile changes. • In the case where device protocol or profile re-certification is required, ACS will work closely with the customer and the IED vendor. • Either the customer or IED vendor will be responsible for the cost of any additional profile work determined not to be the fault of ACS. • Any errors or omissions in the profile at the fault of ACS will be corrected as quickly as possible at no additional cost. 				
5. Shipping & Handling				
<ul style="list-style-type: none"> • Standard shipping within the continental US is typically 5-7 business days. • A shipping & handling fee of \$35 will be added to each small package shipment. No separate freight invoice will be submitted. • Packages exceeding \$35 freight charges will be billed at cost, or fixed pre-quoted cost if applicable. • Charges for premium shipping (next day morning delivery, afternoon delivery, etc.) will be billed at cost. 				
DEVICES AND DOCUMENTATION:			PURCHASE ORDERS:	
Advanced Control Systems, Inc.			Advanced Control Systems, Inc.	
2755 Northwoods Parkway			2755 Northwoods Parkway	
Norcross, Georgia 30071			Norcross, Georgia 30071	
Attn: IED Certification Laboratory			Attn: Order Entry Team	
			Email: ACSOrderEntryTeam@acspower.com	
<p>This quotation contains proprietary information.</p> <p>The above quotation is valid for ninety (90) days. All prices are based on system purchase.</p> <p>All purchase orders should be mailed to the above address. Please include Billing and Shipping Information.</p>				
By: M. Clint Cowan			Title: Substation Systems Manager, Sales & Marketing	
For: Janie Schmidt			Title: Central Eastern Regional Sales Director	



February 7, 2017

To: Rantoul Public Works Light & Power Dept.
200 W. Grove Avenue
Rantoul, IL 61866
Attn: Ludwik Kordas
Phone: (217) 892-6520
Email: lkordas@village.rantoul.il.us

Offer Number: PR-1701-1211
Description: PRISM System Upgrade

Dear Ludwik,

Advanced Control Systems, Inc. is pleased to present to Rantoul Public Works Light & Power Dept. this offer to perform an upgrade of your ACS PRISM system to our newest release of the core software, PRISM 11.

Our records indicate that your current system is running PRISM 10. In order to continue to effectively support your system and ensure that you have the latest features and performance capability that ACS has to offer, it is important that you consider a PRISM upgrade at this time.

PRISM 11 is ACS' first true 64-bit version of our system software. This affords many advantages over your existing software, but chief among them is the increased system performance – including the ability to process 10x more database changes/sec than prior version. The new release also provides enhanced alarm/event functionality and security features, among other improvements. You can find details on the changes made in the accompanying documentation.

The upgrade to PRISM 11 requires modern 64-bit hardware, and thus this proposal includes not only the software upgrade, but replacement of your existing hardware that is running PRISM. Your upgrade will include the loading, configuration and testing of the new hardware in the ACS factory as described in the proposal. This is the optimal way of ensuring that your upgrade proceeds smoothly with minimal, if any, system downtime.

Please let us know if you have any questions. We are here to support you and to ensure that your system includes our latest technology to enable you to manage your network as efficiently and effectively as possible.

We appreciate you being a part of the ACS family.

Sincerely,

A handwritten signature in cursive script that reads 'Janie Schmidt'.

Janie Schmidt
Sales Director
Advanced Control Systems, Inc.
404-861-7380
janie.schmidt@acspower.com

**Rantoul Public Works Light & Power
Dept.**

PRISM SYSTEM UPGRADE

Firm Offer

Offer No.: PR-1701-1211

Rev. 00

Date: February 7, 2017

This document contains proprietary information

Originated by: Christelle Ndjaboue





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1 INTRODUCTION

When Rantoul Public Works Light & Power Dept. collaborates with Advanced Control Systems, Inc. (ACS), you are harnessing the talents and focused energies of business people who are pioneers in substation automation, and leading providers of smart grid solutions.

Competitive advantage in the power industry relies on the ability to make processes faster, more flexible, more efficient and, above all, more cost effective. ACS is your partner integrating business processes across all levels, and helping you create your competitive advantage.

The latest version of our long-standing core PRISM system platform will help you deliver real-time information and automate processes 10 times faster than with previous versions. Continuing a long history of improvements and updates to PRISM, this upgrade will bring significant enhancements to both features and performance across the spectrum of PRISM applications.

Advanced Control Systems, Inc. is pleased to present this offer in response to your request for the upgrade of the existing PRISM system.

We very much appreciate that you and other staff members invest your time and effort in reviewing our submittal.

2 SOLUTION DESCRIPTION

2.1 PRISM System Upgrade

Though most software updates are developed mainly to address security holes in programs, we upgraded PRISM with bug fixes and enhancements to considerably increase system's performance, sizing, capabilities and speed. PRISM 11 has been designed with enhanced processing capabilities and expanded capacities to meet your needs. The PRISM system upgrade will help you be more agile and responsive when it comes to effectively managing the electrical network and infrastructure as shown below:

	PRISM 10	PRISM 11
Performance (RTDB changes/sec)	5,000	50,000
Max. Number of Stations Points / Category	10,000	100,000
Control Queue - Buffer Size	512	5,000
Max. Number of Graphical Operator Interface (GOI) Windows	160	300

Figure 1 - System Performance Comparison PRISM 10 vs PRISM 11

Following are the primary benefits this upgrade will provide to your system:

- ❖ **Improved system performance and speed:** During a major storm or other outage event, your system must be able to perform at its best. Previous versions of PRISM processed real-time information at a maximum rate of 5,000 database changes/second. The upgraded PRISM will increase the processing capability tenfold, enabling your system to process up to 50,000 network events per second in order to deliver mission-critical performance.
- ❖ **Increased platform for system expansion:** With the proliferation of IEDs and other automated devices and sensors being deployed on today's grid, a modern automation system requires almost unlimited expansion capability. The upgraded system will now support up to 100,000 stations with up to 100,000 points per category.
- ❖ **Enhanced alarm/event functionality:** The upgraded PRISM system will include many new features and enhancements to improve ease-of-use for operators.
- ❖ **Expanded reporting functionalities:** New functionalities have been added in Greport, the reporting tool accessed via the PRISM GOI, to enhance its capabilities. The upgraded PRISM system has an integrated spreadsheet-based reporting tool, LibreOffice incorporating more features and improvements than the previous OpenOffice.
- ❖ **Heightened situational awareness for operators:** Previous PRISM versions support up to 160 Graphical Operator Interface (GOI) devices. The upgraded system will now support up to 300 devices, enabling you to deliver increased situational awareness with more connections to PRISM system displays and reporting devices, whether locally, remotely, or on large multi-display video walls.
- ❖ **Increased control capability:** Historically, the number of controls issued in a SCADA system was relatively low and did not push the queue limit of 512 concurrent controls. This limit has now been increased to 5,000 to support the increased use of controls required by applications such as Integrated Volt/VAR Control (IVVC), which also utilizes a "keep alive" mechanism.
- ❖ **Enhanced system security features:** A security hole can endanger your utility. Exploiting security vulnerabilities in programs to deliver malware is a common method employed by cybercriminals. We designed PRISM 1.1 to enhance the security of your system against serious attacks. The cryptographic network protocol Secure Shell (SSH) will be the standard when it comes to remote login, making backups, and remote file transfer via scp or sftp.
- ❖ **Increased efficiency and profitability:** The upgraded system will even better manage the electrical network and infrastructure, increasing the overall profitability and efficiency.



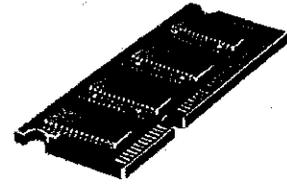
In order to get the best performance from your PRISM system, and most importantly, to stay protected against cyber-attacks and malicious threats, we strongly recommend an upgrade to PRISM 1.1 for all utilities currently running PRISM 10.x or earlier versions.

Please refer to Attachment A - PRISM 11 Features and Capabilities for the list of additions and enhancements provided with the latest version of the PRISM system.

2.2 Upgrade Considerations



As a true 64-bit application, PRISM systems now can take advantage of the increased memory space and parallel processing capabilities offered by 64-bit architecture. PRISM 11 is the first 64-bit version of our core platform, and requires Red Hat



Enterprise Linux 6.5 (RHEL 6.5 - 64 bit) or later versions of RHEL. Therefore, applications using the ACS Application Programming Interface (API) library will require libraries compiled on RHEL 6.5.

The requirements on the upgraded system can be resumed as follows:

2.2.1 Software requirements

Software License	Requirements
PRISM 11 – 64 bit	<ul style="list-style-type: none"> O.S: Linux (64-bit) Version: Red Hat Enterprise Linux Server/Desktop <u>6.5 or later versions of RHEL</u>
Red Hat 5.x and 6.x nodes	<ul style="list-style-type: none"> PRISM systems should <u>NOT contain a mix of Red Hat 5.x and 6.x nodes</u>. This creates maintenance issues and complicates support and future upgrades.

Important Note:

- ACS standard servers are now HP Gen 9 and they can only run RedHat v6 or higher natively.
- Red Hat Enterprise Linux Server/Desktop v5.x and lower are not compatible with PRISM 11
- Due to the above requirements, customers requesting to add new RedHat v6 hardware to the system will be required to upgrade all nodes to Red Hat 6.x as part of the upgrade. This applies even if customers do not choose to upgrade to PRISM 11 for any reason.
- Existing PRISM 10 (which is 32-bit) can be re-installed on new Red Hat v6 hardware.

Disclaimer:

PRISM 11 is not compatible with RHEL v5.x and lower versions. Therefore, ACS cannot resolve any issues related to PRISM 11 when running on these operating systems.

Other Software requirements

- o DASdb 6.0 or later (if applicable)
- o Oracle 11G or higher if genHDA

- Customer applications using the ACS application programming interface (API) will require re-compilation with ACS 64-bit libraries

2.2.2 Hardware Requirements

Hardware	Requirements
Server/ Memory	<ul style="list-style-type: none"> • HP ProLiant DL380 G9 Server or later versions should replace all previously deployed Linux servers • 16GB minimum for systems with maps and servers – the more the better
Workstation /Memory	<ul style="list-style-type: none"> • HP z640 PC workstation should replace all previously deployed Linux workstations • 8GB minimum recommended for workstations • 16GB minimum for workstation-based masters
Older HP Hardware	<ul style="list-style-type: none"> • Certified for RHEL v6.5
HP ProLiant DL380 G8	<ul style="list-style-type: none"> • Discontinued by HP/ Not supported anymore
HP ProLiant DL380 G7	<ul style="list-style-type: none"> • To be handled on a case -by-case basis
HP z620 workstation	<ul style="list-style-type: none"> • More memory required
z600 workstation	

Disclaimer:

ACS has not performed PRISM 11 testing on the above retired HP hardware and cannot guarantee the system increased performance and security when running PRISM 11 on such hardware.

Important Note:

- If PRISM 11 is deployed on older generations of servers or workstations not supported anymore by the original manufacturer, any issues will have to be replicated on the newer generation to exclude any hardware related issues.
-
- ACS standard server and workstation should be used to avoid system maintenance issues and complicated support

2.3 Cost and System Considerations

- The license upgrade to PRISM 11 is covered under the ACS Full Subscription Support and Long-Term Support Agreement (LTSA) programs. Therefore, all existing ACS software licenses under the programs will be upgraded to the latest revision at no license cost.
- Furthermore, LTSA engineering hours may be utilized for the upgrade services.
- ACS has developed an automated tool to guarantee consistent, qualification of both the core Linux OS and all PRISM files and applications on the target system.

- Documented processes and project management tools are used to help ensure a smooth system transition with minimal, if any, downtime.

2.4 ACS System Upgrade Plan

ACS understands the investments that our customers make to their SCADA system. When your PRISM SCADA software/hardware become obsolete, we suggest that our Full Support/ LTSA Customers turn to the ACS System Upgrade (SU) Plan.

The System Upgrade (SU) process is designed with the long-term satisfaction of our customers as our top priority. The proper method for ensuring this long-term satisfaction is for ACS to verify the existing system's components, perform the necessary upgrades to hardware and software components, perform configuration tune-up services, and to document all changes completely and accurately. With this plan, your short term goals will be met, while building the proper foundation for the utility's system roadmap for the future.

The ACS System Upgrade (SU) Plan provides the following functions:

System design: When the customer accepts a SU Plan, ACS will analyze the existing system design to ensure that the system is configured properly.

System Hardware: With the SU Plan, ACS will analyze all of the hardware used in your PRISM SCADA system. If any hardware is obsolete, retired, or is no longer being supported, ACS will identify this hardware and provide a list to the customer. ACS will also provide a price for this hardware along with current specifications and recommendations for virtualization, if desired. If the customer would prefer to purchase the hardware themselves, ACS would make plans to have the hardware shipped directly to our Factory.

System Software: ACS understands that the heart of your SCADA system is the software that is running on your system. Per the Full Subscription Support and Long-Term Support Agreement (LTSA) programs, ACS will provide at no license cost the latest revision of the ACS software that is existing on your system – this revision includes all patches, updates and upgrades available to all ACS software.

System Loading: ACS will load all software, and transfer the existing database, displays, historical files, and reports of your current system to the new system. If the customer desires any new applications, this software will be loaded in the new system as well. The software licenses will be installed on the new hardware before shipping to customer site.

System Testing: As part of the SU Plan, ACS will set up the entire system on our factory test bed and ensure proper operations of all system features prior to shipment. As with any new system, our customers are always welcome to witness this testing.

Special Installation / Startup / Commissioning / On-Site Training: As part of the SU Plan, ACS will provide system installation, system startup, system commissioning and on-site training, if required.

System Warranty: ACS believes that following a SU Plan, the updates system mirrors a new system and therefore the entire system is warrantied for twelve (12) months following the Customer's Acceptance of the system.

3 SCOPE OF SUPPLY

Advanced Control Systems, Inc. is pleased to present this offer in response to your request for the upgrade and expansion of the existing PRISM system.

3.1 PRISM System Upgrade

New 64 bit hardware will be supplied with new Red Hat OS licenses and the latest version of PRISM licenses will be installed for each server.

The following new hardware will be supplied to Rantoul Public Works Light & Power Dept.:

Item	Primary	Backup	New System Hardware
1A Option A – Upgrade on <u>New</u> Hardware	1	1	<p align="center">New Master Workstations A&B</p> <p>HP z640 PC workstation (or equivalent) configured with:</p> <ul style="list-style-type: none"> • Intel Xeon E5-1620v3 (1P-4C, 3.5GHz, 10MB/2133) cpu • 32GB (2x16GB) DDR4-2133 registered memory • Two (2) 300GB 15k SAS SFF disk drives • LSI 9217-4i4e 8-port SAS 6Gb/s RAID card • Slim SuperMulti DVDRW SATA drive • Intel Ethernet I210-T1 PCIe NIC card • NVIDIA NVS 310 512MB 2xDP graphics card • USB standard keyboard and optical scroll mouse • (1) New RHELv6 OS environment to be installed
1B Option B – Upgrade on <u>existing</u> Hardware	1	1	<p align="center">Existing z620 Master Workstations A&B</p> <ul style="list-style-type: none"> • Additional 16GB Memory to meet the requirements on PRISM 11 • (1) New RHELv6 OS environment to be installed
2	0 0	0 0	<p align="center">Existing Monitors for Workstations</p> <ul style="list-style-type: none"> 24" LCD monitors PC Speaker Bar for 24" LCD monitors
3	1 1		<p align="center">Network and Miscellaneous Hardware</p> <ul style="list-style-type: none"> Cisco VPN Diagnostic router and 2-Factor security software PRISM Linux Restore Plus

Per the current Full Subscription Support Warranty, the following existing software licenses will be upgraded to the latest revision of ACS software at no license cost.



Item	Primary	Backup	Existing System Software to be upgraded
4	1	1	Existing PRISM SCADA Software (per Support Agreement) PRISM SCADA Software including: Command Interpreter, Historical Data Collection, SOE, OpenOffice Spreadsheet Report Writer, Area of Assignments, System Vector Graphics, PRISM Restore, Data Trending, and StickyNotes.
5	1	1	Existing Operating System Software Licenses Red Hat Enterprise Linux v6- Workstation Edition

ACS System Upgrade Services		
Lot	Design & Consultation: Review existing drawings and update as necessary to make certain that they accurately depict the current system, ensuring that ACS is aware of any prior configuration changes and existing interfaces that could impact system design. Review any outstanding issues and special customer requirements, identifying the appropriate solutions.	Included
Lot	Engineering and Documentation: Equipment manufacturing & testing, system engineering and integration testing of the staged equipment at ACS' facilities. Provide new product documentation and ACS hardware & software manuals where required. ACS will provide a detailed trip report upon completion of the project.	Included
Lot	Post Installation, Testing and Certification: After installation and start-up services, the Customer Engineer will test the re-configured system and make adjustments as needed in order to ensure that the system is performing as expected. The Engineer will make backup images for the customer and for ACS, and hold a closeout meeting prior to departure.	Included
Lot	Additional Services: Customer will receive 24x7 HelpDesk Phone support for seven (7) consecutive days upon completion of installation. Customer will receive follow-up from ACS Quality Assurance and Customer Service to verify that the upgraded system continues to function properly.	Included

ACS personnel will transfer the real-time database and historical data files to the upgraded system.

Option A: If the upgrade is on new hardware, the software licenses will be installed on the new hardware before shipping to customer site. 3 (Three) days on-site services engineering will be required to install and test the upgraded system.

Option B: If the upgrade is on existing hardware, the software licenses will be installed on the hardware at the customer site. 6 (Six) days on-site services engineering will be required to install, upgrade the licenses and test the upgraded system.

3.2 Optional Scope

The following software will be installed:

Item	Primary	Optional Scope
O1	1	<p align="center">New Linux Workstation</p> <p>HP z640 PC workstation (or equivalent) configured with:</p> <ul style="list-style-type: none"> • Intel Xeon E5-1620v3 (1P-4C, 3.5GHz, 10MB/2133) cpu • 16GB (2x8GB) DDR4-2133 registered memory • Two (2) 300GB 15k SAS SFF disk drives • LSI 9217-4i4e 8-port SAS 6Gb/s RAID card • Slim SuperMulti DVDRW SATA drive • Intel Ethernet I210-T1 PCIe NIC card • NVIDIA NVS 310 512MB 2xDP graphics card • USB standard keyboard and optical scroll mouse • (1) New RHELv6 OS environment to be installed
	1	New Monitors for Workstation
	1	24" LCD monitors
	1	PC Speaker Bar for 24" LCD monitors
O2	1	<p align="center">New ePRISM</p> <p>ePRISM Desktop Secure Remote Access for up to 4 concurrent users</p>
	1 Lot	Remote Engineering Assistance via the VPN Diagnostic Router to assist customer with installation and integration of the ePRISM software
O3	1	<p align="center">New PRISM eAlarm</p> <p>eAlarm Event Notification and Summary License for up to 20 email addresses</p>
	1 Lot	<p>Remote Engineering Assistance via the VPN Diagnostic Router to assist customer with installation and integration of the eAlarm software</p> <p>ACS personnel will configure and set up the eAlarm to notify personnel as specified by the customer. ACS will provide a template and fully document the steps required to add additional groups, points and emails in the future.</p> <p>Assumptions:</p> <ul style="list-style-type: none"> • 1 device/instance – (More instance at additional costs) • Up 20 email addresses - (more addresses at additional costs) • Mail server properly configured by the utility • IP address of the mail server available • Port 25 should be open from the mail server to utility • Dedicated AOA in the database by the utility • PostFix available for versions of PRISM older than PRISM 11 (PostFix installation at additional costs) • Individual data points in the database configured by the utility

Item	Primary	Optional Scope
(ACS Setup of data points at additional costs)		

4 PRICING

4.1 PRISM System Upgrade Pricing

The total price for the proposed system upgrade, if upgraded on new hardware (items # 1A-5) is **\$24,333 (Twenty-Four Thousand, Three Hundred and Thirty-Three) U.S. Dollars plus Expenses.**

Customer will be billed for travel time, plus all travel and living expenses at cost.

The total price for the proposed system upgrade, if upgraded on existing hardware (items # 1B-5) is **\$26,013 (Twenty-Six Thousand, and Thirteen) U.S. Dollars plus Expenses.**

Customer will be billed for travel time, plus all travel and living expenses at cost.

The above pricing is based on standard ACS configuration and is defined under the following conditions:

- Firm, in USD, for the validity of the Offer
- All taxes are excluded from price
- F.O.B delivery
- Limited to the Scope of Supply

4.2 Optional Scope Pricing

The total price for the proposed workstation (item # O1) is **\$7,339 (Seven Thousand, Three Hundred and Thirty-Nine U.S. Dollars)**

The total price for the proposed ePRISM (item # O2) is **\$3,700 (Three Thousand, Seven Hundred U.S. Dollars)**

The total price for the proposed PRISM eAlarm (item # O3) is **\$5,000 (Five Thousand U.S. Dollars)**

5 TERMS AND CONDITIONS

5.1 Terms of Payment

Rantoul Public Works Light & Power Dept. will be invoiced in accordance with the payment schedule described below:

- 20% Due at Receipt of Order
- 35% Due at Receipt of Hardware at ACS Factory
- 35% Due at Delivery of System from ACS Factory
- 10% Due at Customer Acceptance of system, or 90 Days after system delivery



Advanced Control Systems, Inc.

Payments not received within this period will be subject to interest charges. In a mutual base other terms of payment can be discussed.

The terms and conditions governing this offer are set forth in **Attachment B – ACS General Terms and Conditions of Sales.**

5.2 Shipping & Handling

Standard shipping within the continental US is typically 5-7 business days.

A shipping & handling fee of \$35 will be added to each small package shipment. No separate freight invoice will be submitted. Packages exceeding \$35 freight charges will be billed at cost, or fixed pre-quoted cost if applicable.

Charges for premium shipping (next day morning delivery, afternoon delivery, etc.) will be billed at cost.

6 DELIVERY

The proposed delivery time is 120 days from Purchase Order subject to further agreements.

Purchase orders need to reference the Estimate Number, Billing and Shipping Information.

All purchase orders should be sent to the address below.

Advanced Control Systems, Inc.

2755 Northwoods Parkway Norcross, Georgia 30071

Attn: Order Entry Team

FAX: 01-770-448-0957

Email: ACSOrderEntryTeam@acspower.com

7 VALIDITY

This Offer is valid for a period of 90 days from the date of this offer.

8 WARRANTY

ACS warrants that the supplies shall be free from original defect in materials and workmanship for a period of 12 (twelve) months from delivery, in accordance with the delivery terms agreed with the Contractor.

The Contractor shall, within 30 (thirty) days, inform ACS in writing regarding any original defect found in the supplies during the warranty period, fully describing those defects, and return such defective supplies for repair or replacement, if appropriate.

ACS shall at its own cost repair or replace the defective materials within the adequate period of time to perform the necessary enquiries, changes, repairs and/or replacements and tests.

The material repaired and/or replaced shall benefit from an additional warranty period similar to the original one.

Any repair and/or replacement performed by the Contractor or by a third party during the warranty period, without ACS' prior written consent, shall immediately and definitively cease the warranty granted by ACS.

The warranty is exclusively limited to the supplies and does not cover improper and incorrect use or maintenance, negligence, accidents, abuses, lack of vigilance, incorrect assembly, normal deterioration, inappropriate environment, external chemical, electrical or electro-chemical influences, unauthorized operation or modification, disregard for instructions contained in user's manual.

9 EXCLUSIONS FROM OFFER

The following points must be considered as explicitly excluded from the offer:

- Any equipment or service not explicitly mentioned in this offer

10 SUPPORTING DOCUMENTATION

Attachment A - PRISM 11 Features and Capabilities

Attachment B – ACS General Terms and Conditions of Sales

PRISM DNPnet

The DNP protocol was specifically developed for use in electrical utility SCADA applications, and has now become the dominant protocol in the industry. The DNP3 protocol has a number of features and advantages, including:

- Classification of field data
- Report by exception
- Time-stamped data
- Support for time synchronization
- Secure authentication
- Diagnostic information for each I/O point
- Communication to multiple masters

DNPnet is the ACS solution for providing communications capability using DNP3 over Ethernet. DNPnet runs on any PRISM node, and enables DNP3 over TCP/IP communications with RTUs and other Intelligent Electronic Devices (IEDs) in the field.

DNPnet provides an interface between the PRISM real-time database and a DNP3-enabled device using TCP/IP. It supports both TCP and UDP channels per the DNP3 TCP/IP Networking Specification. Each remote device is designated as a unique port with an IP address and associated parameters, where each port may have multiple DNP3 virtual devices. DNPnet includes a visual configuration interface that is used to generate the PRISM configuration file for DNPnet. This file contains all of the port definitions and outstation parameters, and allows addition and removal of ports, as well as changes based on the unique requirements of the SCADA system.

DNPnet can be licensed for a single node, or provided as a system-wide license for PRISM systems that are redundant or include multiple nodes. One DNPnet license provides for up to 128 unique IP addresses, whether for a single node or system-wide. Additional discounted licenses may be added to support an additional 128 IP addresses each. A reduced-cost license is also available for instances of DNPnet that are installed in a non-production environment, such as a development or QA system.

Included with DNPnet

- DNPnet license - supports up to 128 unique IP addresses
- Remote installation on PRISM system

Ordering Information

DNPnet single node license (ACS-P-DN3-SI)	\$6,000
- Add-on license for each additional 128 IP addresses (ACS-P-DN3-SIA)	\$3,000
DNPnet system wide license (ACS-P-DN3-SY)	\$12,000
- Add-on license for each additional 128 IP addresses (ACS-P-DN3-SYA)	\$6,000
DNPnet single license for non-production environment (ACS-P-DN3-NP)	\$3,000
DNPnet system license for non-production environment (ACS-P-DN3-NS)	\$6,000

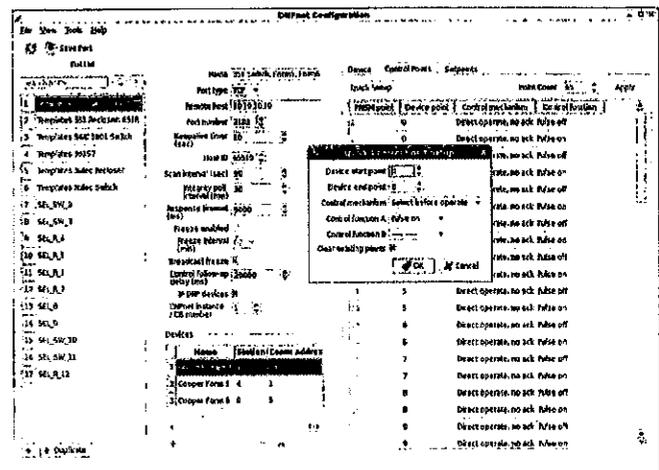
To order or for more information, contact your ACS sales director or local representative, or use the information below:

- info@acspower.com
- 800.831.7223 (Sales)

Advanced Control Systems, Inc.

2755 Northwoods Parkway | Norcross, GA 30071 | e-mail: info@acspower.com | 800.831.7223 | acspower.com

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DNPnet configuration tool

ePRISM™

- Provide secure, configurable remote access to your PRISM system via Virtual Private Networking (VPN)
- A valuable tool for utilities without 24x7 dispatch, enabling you to monitor the system events, alarms and perform switching
- Options available for full desktop access or access on a per-application basis

Imagine being away from the control center and needing instant access to your PRISM™ SCADA system. Your critical customers are without power, and restoration depends on getting access to a SCADA terminal—but you're in a meeting across town, snowbound at home, or just away from the control center. Ordinarily, you have to call someone and talk them through a complicated switching sequence, hoping they get it right. There are also other issues—loss of revenue, outage penalties, and rate-based performance metrics—that will impact future revenue streams. If this happens too often, your customers may find another supplier, especially in today's marketplace, where the focus on business metrics and customer care are especially important to sustain a profitable business model.

Now you don't have to worry about accessing your SCADA system when you're out of the control center. Simply access the master, authenticate, and remotely accomplish the operations yourself with ePRISM from ACS.

ePRISM is a remote network access application that delivers secure access to your mission-critical SCADA applications, allowing you to be productive from any location.

Choose one of two deployment options

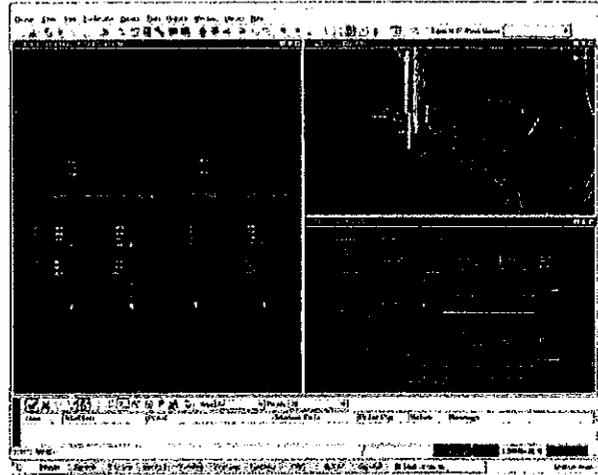
ePRISM supports two different remote access methods. The Desktop Access version enables the remote user to have full access to the complete Linux desktop on the PRISM node. However, even when remotely connected, the system adheres to the user login rights as defined by the system administrator.

The Application-specific version enables the administrator to configure the system so the remote user has access only to specified applications on the system—not the full system desktop. Both versions are enabled for secure socket layer (SSL) encryption; additional security measures, including corporate firewalls, routers using IP filtering strategies, and VPN technologies will ensure a secure connection to perform the necessary SCADA operations remotely.

Advanced Control Systems, Inc.

2755 Northwoods Parkway | Norcross, GA 30071 | e-mail: info@acspower.com | 800.831.7223 | acspower.com

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ePRISM standard features

- High-performance and cost-effective
- Uses native server security for authorized access
- Deploys to multiple client platforms
- Extensible and compliant with industry standards
- Local file and printing access
- SSL/proxy tunneling

Ordering information

ePRISM Desktop Access license (4 concurrent users) Part number ACS-P-EPD	\$3,000/PRISM node
Additional concurrent users Part number ACS-P-EPD-U	\$750/user per PRISM node
ePRISM Application-specific Access license (4 concurrent users) Part number ACS-P-EPA	\$4,000/PRISM node
Additional concurrent users Part number ACS-P-EPA-U	\$500/user per PRISM node
ePRISM setup services (required for either option above) Part number ACS-P-EPS	\$750/PRISM node

To order or for more information, contact your ACS sales director or local representative, or use the information below:

- Info@acspower.com; 800.831.7223, ext. 4 (Sales)

eAlarm: e-mail alarm/event notification for PRISM™

During a system crisis, or at times when your control center is not staffed, urgent notification of certain system events is critical to efficient operations. You need to hook up the right people with the right information — right away. eAlarm from Advanced Control Systems (ACS) is a simple and highly functional event notification tool that gets the word out fast.

eAlarm provides the capability to send text message/e-mail alerts for system events or critical alarms that require immediate attention. Notification may be provided for: a breaker lockout; a limit violation for an analog point; a control action by an operator; or any other system event or alarm condition within the PRISM database. You control the list of recipients for these alerts, configurable for each event type you define. In eAlarm, you specify what your utility considers to be a critical alarm or event. Selected points can be digital status or numeric telemetry. The application has the capability to define up to 20 phone numbers/e-mail addresses in the recipient list.

The application supports grouping alarms/events on a pre-defined interval, schedules a script to prepare an e-mail/text message, and uses PRISM system resources to send the message to your company mail server. The PRISM system AOA capability is used to retrieve the alarms/events.

eAlarm operation modes

Two modes of operation are provided:

- Interval mode: the system collects a group of alarm/event messages that have occurred during the interval and passes the information to the mail server. A single notification may contain more than one alarm/event message.
- Default mode: when not configured for interval mode, eAlarm sends an alert for each individual alarm/event that you have specified. Each notification sent to a recipient contains only one alarm/event message.

By default, the alarm/event notifications from eAlarm are formatted to include the same information that is displayed in the alarm zone of the PRISM operator interface window. You can filter system alarm/event messages to ensure only the necessary information is contained in the alert notification.

Utilizing the PRISM system AOA capability, eAlarm may be configured to send notifications to different sets of recipients for various types of system events. For example, substation crews may need to be notified only for events related to equipment within the substation, but not for events related to devices on the feeder.

Use your company e-mail system to alert key personnel to specific SCADA events

Send automatic e-mail/text message about critical events and alarms

Notify specific personnel by priority and Area-Of-Assignment (AOA)

Quickly and easily customize/update recipient lists—up to 20 e-mail addresses/phone numbers

Send notification by pre-defined time interval or by occurrence

Use alarm/event time stamp and text

Ability to turn off/on via display target (status point)

Control of recipient and event lists

Easy customization of alert features

ACS personnel will configure and set up the eAlarm to notify the personnel you specify. ACS will provide a template and fully document the steps required to add additional groups, points, phone numbers and emails in the future.

Included with eAlarm

- eAlarm license for up to 20 unique email addresses
- Remote set-up with your existing mail server
- One-year warranty

Ordering information

eAlarm license with remote installation \$5,000
Part number ACS-P-EAL

Note: each eAlarm license supports a single PRISM device/AOA

To order or for more information, contact your ACS sales director or local representative, or use the information below:

- info@acspower.com
- 800.831.7223, ext. 4 (Sales)

Advanced Control Systems, Inc.

2755 Northwoods Parkway | Norcross, GA 30071 | e-mail: Info@acspower.com | 800.831.7223 | acspower.com

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**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
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ITEM: Amendment to Extend the IPEA Natural Gas All-Requirements Sales Agreement	DEPARTMENT: Public Works
AGENDA SECTION:	PROJECT AMOUNT: N/A
ATTACHMENTS: () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: March 21, 2017

SUMMARY HIGHLIGHTS:

This Agenda Item provides for a contract Amendment to extend the Natural Gas All-Requirements Sales Agreement between the Village of Rantoul and the Illinois Public Energy Agency (IPEA) through March 31, 2024.

On behalf of the IPEA communities, the IPEA Management team is currently negotiating a new supply contract which will run through March 31, 2023. To ensure the IPEA communities are in-step with this new supply contract (community agreements expire March 31, 2019), it is desired to extend the IPEA / member agreements to a time beyond the final supply contract date. This extension will allow the members an opportunity to price and lock-in quantities of natural gas further out into the future.

The proposed amendment offers the following IPEA / Rantoul contract adjustments:

- The term of the contract extends to March 31, 2024;
- The inclusion of additional wording/clause in Section 1.9 of the Master Agreement which offers additional protection to the Village with respect to pricing and volumes which can be purchased.

Copies of the sample Ordinance and the proposed Amendment are attached for reference.

The Village is an active and involved member of the IPEA (municipal joint-action agency for natural gas and similar in function to the IMEA) and has an excellent working relationship with the member communities and suppliers, so there are no concerns with extending this working relationship.

RECOMMENDED ACTION: Authorize the approval of a contract Amendment to extend the Natural Gas All-Requirements Sales Agreement between the Village of Rantoul and the Illinois Public Energy Agency (IPEA) through March 31, 2024.

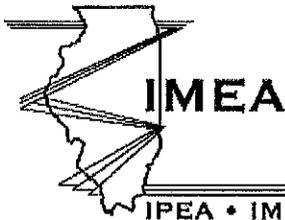
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 
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AGENDA PAGE NUMBER:

REFERENCE

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM		PAGE	OF
ITEM: Extension of IPEA Natural Gas All-Requirements Sales Agreement	DEPARTMENT: Public Works		
AGENDA SECTION:	PROJECT AMOUNT: N/A		
ATTACHMENTS: () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: November 16, 2012		
<p>SUMMARY HIGHLIGHTS:</p> <p>This Agenda Item provides for an extension through March 31, 2019 of the All-Requirements Agreement between the Village of Rantoul and the Illinois Public Energy Agency (IPEA) for the purchase of natural gas. On behalf of the IPEA communities, the IPEA Management team has also recently completed negotiations with Proliance Energy, LLC that renews and extends the Master Natural Gas Purchase Agreement through March 31, 2018. To ensure the communities are in-step with this new five (5) year Master Agreement extension, (current agreement does not expire until March 31, 2015) it is desired to extend the IPEA / member agreements to a time beyond the Master Agreement with Proliance.</p> <p>The approval of this Agenda item will allow this relationship and purchasing agreement to be extended through March 31, 2019 which would coincide with the expiration of management service contract between the IMEA and the IPEA.</p> <p>The changes from the current IPEA / Rantoul contract include the following:</p> <ul style="list-style-type: none"> • The term of the contract extends to March 31, 2019 and will coincide with the term of the IPEA/IMEA Management Service Agreement. • No change in the IPEA fees • Identifies the volumes of natural gas anticipated for the Rantoul customer base • Deletes the prepay trigger provisions • No change in the base period of payment requirements (7 days) <p>The Village is an active and involved member of the IPEA (municipal joint-action agency for natural gas and similar in function to the IMEA) and has an excellent working relationship with the member communities and Proliance, so there are no concerns with extending this working relationship.</p>			
RECOMMENDED ACTION: Authorize the approval of a Natural Gas All-Requirements Sales Agreement between the Village of Rantoul and the Illinois Public Energy Agency (IPEA) that will extend through March 31, 2019.			
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.		VILLAGE ADMINISTRATOR:	
AGENDA PAGE NUMBER:			



3400 CONIFER DRIVE, SPRINGFIELD, IL 62711
217-789-4632 / FAX 217-789-4642

March 21, 2017

Mr. Greg Hazel
Director of Public Works
200 W. Grove Avenue
Rantoul, IL 61866

Re: **Amendment to Extend the IPEA Natural Gas All-Requirements Sales Agreement**

Dear Greg:

Enclosed you will find the documents needed to extend your Illinois Public Energy Agency Natural Gas Sales Agreement. As we have discussed with the IPEA Board of Directors, the timing of this action is based on the extremely favorable pricing currently available in the wholesale natural gas market for the next several years. A number of members are hedging their gas purchases well into the future, in some cases beyond the current termination date of our contracts, which is March 31, 2019. As a result, now is a good time to extend our natural gas agreements to take advantage of these hedging opportunities. Staff is recommending an extension of 5 years beyond the current end date. Staff is also working to either extend IPEA's contract with its existing natural gas supplier or select a new supplier and put a contract in place.

Attached please find the Amendment to Natural Gas All-Requirements Sales Agreement that Staff has prepared for the Village to extend its agreement with IPEA. Since the only changes to the existing agreement will be extending the end date to March 31, 2024, we prepared a short amendment document rather than all new agreements. Staff is recommending that the Village approve the Amendment at this time. **Since negotiations on a natural gas supplier contract are in process, we have included a provision to cap the premium or discount to the index pricing to be charged by IPEA's natural gas supplier at the present rates unless the Village consents to a higher rate. However, I want to assure you that Staff has no intention of bringing a gas supply agreement to the IPEA Board of Directors for its approval that would contain such an increase.**

Also, attached for your convenience are copies of the signed existing Natural Gas All-Requirements Sales Agreement and Addendum B-1, which together make up the natural gas sales arrangement between the Village, IPEA and IPEA's natural gas supplier. Finally, we have also prepared and attached a sample Ordinance for the Village's consideration in approving the Amendment. The sample Ordinance contains provisions similar to those that Members have used in the past to authorize the execution of not just the Agreement, but also the numerous other documents, such as the monthly nominations and the confirmations for fixed price purchases, that are needed to implement the Agreement. Approval of the Amendment with an Ordinance in substantially the form provided also permits officials to sign the Member Addendum without further council action. A new Member Addendum will be provided upon Board approval of our new natural gas supply contract.

You will need to make 3 originals of the Amendment, sign and return all to IPEA and we will return final signed originals to you for your records. Please also send an executed copy of the Ordinance used to approve the Amendment.

And as always, should you want a representative of IPEA to discuss this with you or your governing body we will do everything within our power and the limitations of competing calendars to accommodate that request.

We greatly appreciate the business you bring to the IPEA and we look forward to another five years of successful operations together. And please feel free to call if you have questions.

Sincerely,

Kevin M. Gaden
President & CEO

ORDINANCE _____

AN ORDINANCE OF THE VILLAGE OF RANTOUL, ILLINOIS
AUTHORIZING THE EXECUTION AND IMPLEMENTATION OF AN
AMENDMENT TO THE NATURAL GAS ALL-REQUIREMENTS SALES
AGREEMENT WITH THE ILLINOIS PUBLIC ENERGY AGENCY

WHEREAS, the Illinois Public Energy Agency (“IPEA”) is organized under the Illinois Joint Municipal Natural Gas Act, 65 ILCS 5/119.2-1 *et seq.* as a municipal natural gas agency, and it provides natural gas supply and related services to its member municipalities that own and operate their own municipal natural gas distribution systems and other eligible utilities as defined in the Act; and

WHEREAS, the Village of Rantoul, Illinois is a Member of IPEA and presently purchases the natural gas for its natural gas system from IPEA pursuant to a Natural Gas All-Requirements Sales Agreement, dated December 11, 2012, which has a term through March 31, 2019; and

WHEREAS, the Board of Trustees of the Village of Rantoul has determined that it is necessary, desirable and in the best interest of the Village to authorize the execution and delivery of an Amendment to IPEA Natural Gas All-Requirements Sales Agreement attached hereto and incorporated herein, which extends the term of the Agreement through March 31, 2024.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, ILLINOIS, AS FOLLOWS:

Section 1: The findings and determinations set forth in the preamble to this Ordinance are hereby made findings and determinations of the Board of Trustees of the Village of Rantoul and incorporated into the text of this Ordinance by this reference.

Section 2. The Village President is hereby authorized and directed to execute and deliver and the Village Clerk shall attest, pursuant to this Ordinance, the attached Amendment to IPEA Natural Gas All-Requirements Sales Agreement with the Illinois Public Energy Agency.

Section 3. The Village President is hereby authorized to execute and deliver and to the extent necessary the Village Clerk shall attest, pursuant to this Ordinance, any and all other agreements, instruments or documents reasonably required in connection with the execution and implementation of the Natural Gas All-Requirements Sales Agreement, including but not limited to agreements, transaction confirmations, addenda and guaranties with or in favor of IPEA’s underlying third-party gas supplier(s) and such instruments as are required by the Village’s pipeline companies to designate IPEA or its underlying gas supplier, from time to time, as agent for the Village under the Village’s natural gas transportation contracts and/or storage contracts and for the day-to-day management of the rights under such transportation and/or storage contracts and the deliveries of natural gas for the Village.

Section 4. _____ is hereby authorized and designated to communicate directly with IPEA or its underlying gas supplier to place all nominations or orders for all quantities of natural gas, including fixed-price quantities or quantities committed to under other gas hedging mechanisms, from IPEA and for IPEA or the underlying gas supplier to schedule and deliver natural gas for the Village's needs and for services incidental thereto, and _____ is hereby authorized and designated as the alternate to perform such functions and duties in the event of the absence or inability to act of such person.

Section 5. This Ordinance shall be in full force and effect from and after its passage.

PASSED, APPROVED AND ADOPTED by the Board of Trustees of the Village of Rantoul, Champaign County, Illinois, as required by law and approved by the President this _____ day of _____, 2017.

PRESIDENT

ATTEST:

VILLAGE CLERK

(MUNICIPAL SEAL)

AMENDMENT TO IPEA
NATURAL GAS ALL-REQUIREMENTS SALES AGREEMENT

This Amendment to the IPEA Natural Gas All-Requirements Sales Agreement between the Illinois Public Energy Agency (“Seller” or “IPEA”) and the Village of Rantoul (“Buyer”), dated _____, is made and entered into as of and is effective on the date of the last party to execute as shown in the signature block below.

WHEREAS, Buyer is a member-owner of Seller and the parties have previously entered into an IPEA Natural Gas All-Requirements Sales Agreement, dated December 11, 2012 (“IPEA Contract”), pursuant to which Buyer has agreed to purchase and Seller has agreed to provide and sell, subject to certain limitations, all of the natural gas requirements of Buyers natural gas distribution system for a term ending on March 31, 2019; and

WHEREAS, Buyer and Seller have enjoyed a long-term purchase and sale relationship through a series of contracts dating back to May 10, 2005, and have generally contemplated continuing that relationship through subsequent contract extensions or new contracts for the foreseeable future; and

WHEREAS, due to favorable market conditions affecting the price of natural gas and allowing for long term hedges of natural gas, it would be beneficial to the parties to extend the IPEA Contract at the present time; and

WHEREAS, Seller and Buyer have agreed to amend the IPEA Contract as set forth herein to accomplish such extension.

NOW, THEREFORE, in consideration of the mutual promises by the parties to extend and continue their mutual obligations under the IPEA Contract, the Illinois Public Energy Agency and the Village of Rantoul hereby agree to amend the IPEA Contract as follows:

1. The first sentence of Section 2.1 of the IPEA Contract, is deleted in its entirety and replaced with the following:

“The initial term of this Agreement shall run from April 1, 2013 through March 31, 2024.”

2. Section 1.9 of the IPEA Contract is revised by adding the following clause at the end of Section 1.9 of the IPEA Contract and the IPEA Contract is further revised by adding Schedule B, which is attached hereto, thereto:

“; provided however such terms, including pricing, shall not substantially deviate from the MEMBER/PURCHASER’s 2013 Member Addendum B-1 or similar agreement or transaction confirmation currently in effect between the Village, IPEA and IPEA’s natural gas supplier without the Village’s consent.”

3. With the exception of the foregoing, all of the terms and conditions of the IPEA Contract between the parties shall remain unchanged and are hereby confirmed, ratified and adopted.

IN WITNESS WHEREOF, the Illinois Public Energy Agency and the Village of Rantoul have caused their duly authorized representatives to execute this Amendment to the IPEA Contract as of the date written below.

ILLINOIS PUBLIC ENERGY AGENCY

By: _____

Attested By: _____

Printed Name: Kevin M. Gaden

Printed Name: _____

Title: President & CEO

Title: _____

Dated: _____

VILLAGE OF RANTOUL

By: _____

Attested By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

ILLINOIS PUBLIC ENERGY AGENCY

NATURAL GAS ALL-REQUIREMENTS SALES AGREEMENT

This Agreement is made as of the 11th day of December, 2012 by and between the Illinois Public Energy Agency, a municipal gas agency organized and existing pursuant to the Illinois Joint Municipal Natural Gas Act ("IPEA"), and Village of Rantoul, a Municipal Corporation ("MEMBER/PURCHASER"), who agree as follows:

1. PURCHASE AND SALE

- 1.1. IPEA warrants that it is a municipal natural gas agency lawfully organized and existing pursuant to the Illinois Joint Municipal Natural Gas Act and that it has full legal authority to sell natural gas to its members and eligible utilities, as defined in the Illinois Joint Municipal Natural Gas Act ("Act"). MEMBER/PURCHASER warrants that it is a Municipal Corporation lawfully organized under the laws of the State of Illinois and that it is a municipality within the meaning of that term as defined in the Act.
- 1.2. IPEA shall sell and provide all natural gas to MEMBER/PURCHASER to meet the full requirements of MEMBER/PURCHASER's municipal natural gas utility and distribution system up to MEMBER/PURCHASER's Maximum Daily Quantity ("MDQ") as set forth in Schedule A, which is attached hereto and incorporated herein. If MEMBER/PURCHASER's natural gas requirements exceed its MDQ on any day, IPEA will cause its underlying supplier to take steps to obtain such additional pipeline capacity and gas supply on a commercially reasonable basis.
- 1.3. MEMBER/PURCHASER shall purchase and take all of its natural gas supplies exclusively from IPEA during the term of this Agreement.
- 1.4. Natural gas purchased hereunder shall be delivered to and accepted by MEMBER/PURCHASER at one or more Receipt/Delivery Points as set forth on Schedule A.
- 1.5. MEMBER/PURCHASER's MDQ may be changed during the term of this Agreement upon mutual agreement of the parties.
- 1.6. Unless stated otherwise on Schedule A, MEMBER/PURCHASER controls the rights to the transportation capacity between the Receipt Point and its distribution system by virtue of one or more contracts with one or more pipeline companies. MEMBER/PURCHASER is responsible for all such transportation, storage, and delivery contracts with pipeline companies or other transport provider. IPEA or its underlying supplier, acting as limited agent for the MEMBER/PURCHASER, will undertake all arrangements for the transportation and storage of gas to MEMBER/PURCHASER, including nominations, scheduling, and balancing. IPEA may function solely as a collection agent to collect charges for transportation and storage, etc. to reimburse to the underlying supplier or the pipeline company.
- 1.7. A forecast of MEMBER/PURCHASER's monthly gas requirements for each month of the calendar year is set forth in Schedule A.

1.8. IPEA will make arrangements with its natural gas supplier to offer the opportunity to participate in hedging activities, such as locking in fixed price volumes.

1.9. MEMBER/PURCHASER acknowledges that IPEA's underlying supplier may require it to execute an agreement, addendum and/or guaranty, and MEMBER/PURCHASER hereby agrees to execute such documents if and to the extent that the terms thereof are commercially reasonable at the time based on industry practice and the state of the natural gas market.

2. TERM OF AGREEMENT

2.1. The initial term of this Agreement shall run from April 1, 2013 through March 31, 2019. The Agreement shall automatically continue in force thereafter for consecutive one year terms from year to year until terminated by either party giving to the other not less than 90 days' prior written notice of its desire to terminate at the end of the initial term or any subsequent term. In the event IPEA has entered into a commitment with its underlying natural gas supplier or another third-party supplier for the supply of natural gas which extends beyond the then current term of this Agreement, MEMBER/PURCHASER shall remain responsible for costs incurred by IPEA with respect thereto to the extent that such commitment was undertaken specifically for MEMBER/PURCHASER's benefit and cannot be terminated or reasonably mitigated by IPEA; provided, however, that IPEA shall not enter into any such commitments without MEMBER/PURCHASER's prior knowledge and consent.

3. CHARGES FOR NATURAL GAS

3.1. MEMBER/PURCHASER shall pay to IPEA an administrative fee of four (4) cents per dekatherm for all natural gas purchased for the account of MEMBER/PURCHASER plus the costs billed to IPEA for or in connection with such natural gas (which costs may include fixed price purchases made for MEMBER/PURCHASER, and any charges incurred at MEMBER/PURCHASER's behest in connection with a provider of gas purchasing strategies and related service, but which costs shall not include, reflect or be reduced for any discounts to index or other discounts realized by IPEA as a result of its commitment to purchase prepaid natural gas under an arrangement involving the issuance of tax-exempt bonds or a similar prepay arrangement), plus all costs of transportation (including any storage, scheduling, balancing or other transportation related charges) billed to and paid or to be paid by IPEA. The IPEA's administrative fee shall be reviewed annually by IPEA and may be modified if determined necessary and appropriate by its Board of Directors. MEMBER/PURCHASER may contest the costs billed to IPEA to the extent that such cost resulted from the gross negligence of IPEA in purchasing gas for MEMBER/PURCHASER on matters solely within IPEA's control.

4. DELIVERIES

4.1. Deliveries of natural gas to MEMBER/PURCHASER may commence as soon as all required transportation, storage and delivery agreements are in place to the Receipt/Delivery Points. The gas provided hereunder shall be pipeline quality natural gas.

5. BILLINGS AND PAYMENTS

- 5.1. MEMBER/PURCHASER will be required to accept and to pay to IPEA for the natural gas delivered to MEMBER/PURCHASER.
- 5.2. IPEA shall furnish an invoice to MEMBER/PURCHASER on or before the 12th day each month stating the total charges for gas sold (including other charges from IPEA's supplier) during the preceding calendar month. MEMBER/PURCHASER shall make payment to IPEA within seven (7) days of the date of IPEA's billing. Payment received by IPEA after seven (7) days of the date of IPEA's billing will be deemed late, entitling IPEA to interest.
- 5.3. Late payments will incur an added charge in the form of interest which shall accrue at the per annum rate of two (2) percentage points above the prime rate reported in the financial section of the Wall Street Journal on the date that the payment became past due. If MEMBER/PURCHASER does not make timely payment, Member/Purchaser shall be responsible for paying for collection costs and reasonable attorney fees incurred by IPEA in its efforts to collect delinquent payments.
- 5.4. If failure to pay shall continue for twenty (20) days beyond the due date or such shorter period as imposed on IPEA by its natural gas supplier, IPEA may, upon notice, in addition to any other remedies available, suspend further deliveries to MEMBER/PURCHASER until all amounts due are paid.
- 5.5. If either Party discovers that the amount billed in any invoice or payment rendered under this Agreement is incorrect, such inaccuracy shall be adjusted within 30 days of its discovery. Corrections to billing (if any) will be reflected in the next billing rendered after the need for correction is discovered. Payment (or credit) for corrected billings will be made or reflected in the next due payment. No adjustments shall be made for any inaccuracy not claimed within 18 months after the original billing date of any bill.
- 5.6. Upon the termination of this Agreement, MEMBER/PURCHASER agrees to timely pay IPEA for any costs incurred by IPEA for gas purchased, transportation, storage or any other charges for the account of MEMBER/PURCHASER that has not yet been billed to MEMBER/PURCHASER.
- 5.7. IPEA agrees to maintain records of all deliveries and costs relating to deliveries to MEMBER/PURCHASER under this Agreement, which records will be available for inspection by MEMBER/PURCHASER upon reasonable notice during the term of the Agreement and for not less than two (2) years thereafter.

6. TITLE TO NATURAL GAS

- 6.1. Title to natural gas sold pursuant to this Agreement will pass to MEMBER/PURCHASER at the first point in the supply path where gas is transported on transportation capacity owned by MEMBER/PURCHASER. IPEA warrants that the natural gas sold hereunder will be free and clear from any liens and encumbrances.

7. FORCE MAJEURE

- 7.1 The term "*Force Majeure*" shall mean but is not limited to, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, acts of terrorism, wars, blockades, insurrections, riots, epidemics, landslides, tornados, hurricanes, lightning, earthquakes, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage of, or accident to, machinery or lines of pipe, partial or entire failure of wells, curtailment of interruptible or firm transportation and any other like causes not within the control of the party claiming suspension. Any binding order of a court, including a bankruptcy court, which compels Member/Purchaser to honor the terms and conditions of any other contract or agreement for gas supply in lieu of or in addition to this Agreement does not constitute "*Force Majeure*" under this Agreement regardless of the economic feasibility of this Agreement.
- 7.2 In the event either party is rendered unable, wholly or in part, by *Force Majeure* to carry out its obligations under this Agreement, it is agreed that the obligations of such party, other than the obligation to make payments when due, so far as they are affected by such *Force Majeure*, shall be suspended during the continuation of any inabilities so caused but for no longer period; and such cause shall as far as possible be remedied with all reasonable dispatch, provided, however, that no party shall be required against its will to adjust any labor disputes. It is agreed that the party claiming *Force Majeure* shall give notice by telephone as soon as possible, with full particulars of such *Force Majeure* event to be delivered in writing within twenty-four (24) hours after initial notice, telecopied to the other party. Notice of *Force Majeure* must be sent reasonably promptly, without regard to standard business hours to each of the representatives for MEMBER/PURCHASER or IPEA.

8. MISCELLANEOUS

- 8.1. This Agreement shall be binding upon and shall inure to the benefit of (and be enforceable by) the respective heirs, representatives, successors, and assigns of MEMBER/PURCHASER and IPEA. This Agreement and its schedules (and the agreement, addendum and/or guaranty required by IPEA's underlying supplier as set forth in Section 1.9) constitute the entire understanding of Member/Purchaser and IPEA with respect to the subject matter hereof and supersede, replace, and cancel any and all previous or similar Agreements between the parties hereto covering the same subject and time periods.
- 8.2. This Agreement is expressly made subject to all present and future valid rules, order or regulations of duly constituted governmental authorities having jurisdiction over the subject matter hereof.
- 8.3. The failure by either party hereto to act in the event of default shall not constitute a waiver of the right to so act unless otherwise provided herein.
- 8.4. This Agreement shall be governed by the laws of the State of Illinois, without reference to the conflicts of law principals thereof, and venue for the purpose of resolving all disputes hereunder or related hereto shall be Sangamon County, Illinois.

8.5. This Agreement shall constitute the entire agreement between the parties with regard to the subject matter herein. No modifications of the terms and provisions of this Agreement shall be or become effective except by the execution of a supplementary written agreement.

8.6. If any action or suit is brought with respect to this Agreement the prevailing party shall be entitled to attorney's fees and costs from the other.

IN WITNESS WHEREOF, the Illinois Public Energy Agency and the Village of Rantoul have caused their duly authorized representatives to execute this Agreement as of the date written below.

ILLINOIS PUBLIC ENERGY AGENCY

By: *Kevin M. Gaden*

Printed Name: Kevin M. Gaden

Title: President & CEO

Dated: 01/25/13

Attested By: *Jimmy R. Johnson*

Printed Name: JAMMY R. JOHNSON

Title: MANAGER, EXEC & Admin SERVICES

VILLAGE OF RANTOUL

By: *Neal Williams*

Printed Name: Neal Williams

Title: Mayor

Dated: 12-11-12

Attested By: *Mike Graham*

Printed Name: Mike Graham

Title: Village Clerk

SCHEDULE A

ILLINOIS PUBLIC ENERGY AGENCY

MEMBER/PURCHASER: Village of Rantoul, Illinois

1. Applicability. These service specifications are applicable to the Natural Gas All-Requirements Sales Agreement dated as of ~~December~~ 11, 2012 covering the supply and delivery of natural gas by the Illinois Public Energy Agency ("IPEA") to the MEMBER/PURCHASER set forth above.
2. Pipeline/Transportation and Storage Contract(s). MEMBER/PURCHASER controls the rights to the transportation capacity between the Receipt Point and its distribution system and storage capacity by virtue of one or more contracts with one or more pipeline companies and/or has arrangements in place to move gas across the distribution system of another natural gas utility with which its system is interconnected as follows:

Transportation/Distribution and Storage Agreement(s) between the Village of Rantoul and NICOR.

MEMBER/PURCHASER shall designate IPEA or its underlying gas supplier, from time to time, as agent for the MEMBER/PURCHASER under its natural gas transportation contracts and/or storage contracts and for the day-to-day management of natural gas deliveries for the MEMBER/PURCHASER. IPEA or its underlying gas supplier shall act as agent for all functions related to the MEMBER/PURCHASER'S natural gas needs with its pipeline transporters, including specifically making and changing on behalf of the MEMBER/PURCHASER all nominations for daily deliveries to and from Receipt Point(s) and Delivery Point(s) under its transportation agreement(s).

3. Receipt/Delivery Point(s). Natural gas purchased under the Natural Gas All-Requirements Sales Agreement shall be delivered to and accepted by MEMBER/PURCHASER at the following Receipt/Delivery Point(s): Title to the gas transfers at the first point in the supply path where gas is transported on transportation capacity owned by MEMBER/PURCHASER.

Receipt Point(s): NICOR distribution facilities as set forth in MEMBER/PURCHASER'S Transportation and Storage Contracts.

Delivery Point(s): Rantoul city gate facility locations – A/C 7-23-01-9511 located at ES Leonard Ave. 1N and A/C 7-25-02-9560 located at WS 1800E, Rantoul, Illinois, as set forth in MEMBER/PURCHASER'S Transportation and Storage Contracts.

4. Maximum Daily Quantity ("MDQ"). MEMBER/PURCHASER'S MDQ is set from time to time by NICOR. At present, the MDQ will be set by NICOR. MEMBER/PURCHASER shall notify IPEA of any changes to the MDQ by NICOR. The MDQ represents MEMBER/PURCHASER'S anticipated maximum daily natural gas use requirements at the time of preparation of this Schedule.
5. Forecast by Month. The following reflects the forecasted calendar year annual volumes in Dth/month for MEMBER/PURCHASER:

Jan	44,796	Jul	2,926
Feb	34,003	Aug	3,384
Mar	23,234	Sep	3,598
Apr	11,952	Oct	8,854
May	6,818	Nov	18,493
Jun	3,680	Dec	35,032

2013 MEMBER ADDENDUM B-1 – VILLAGE OF RANTOUL, ILLINOIS

This 2013 Member Addendum is entered into by the Illinois Public Energy Agency (“IPEA” or “Buyer”), ProLiance Energy, LLC (“Seller” or “ProLiance”) and the Village of Rantoul, Illinois (“Member” or “Rantoul”).

RECITALS

WHEREAS, Buyer and Seller entered into an IPEA Gas Sales Management and Agency Third Master Agreement (“Third Master Agreement”) for the sale and purchase of natural gas effective April 1, 2013 whereby Seller shall supply gas to Buyer for use for and on behalf of its Members; and

WHEREAS, Member is in good standing with the IPEA and desires to meet all of its natural gas needs through the IPEA.

NOW THEREFORE, Member, Buyer and Seller agree as follows:

1. **Master Agreement:** Member agrees to abide by, conform with and perform all of the terms and conditions of the Third Master Agreement, which are applicable to gas sales and purchases inuring to the benefit of Member. Member acknowledges that it has received and reviewed a copy of the Third Master Agreement.
2. **Services:** During the term of the Third Master Agreement, the Maximum Daily Quantity (“MDQ”) Seller is obligated to sell and deliver on a Firm basis, and Buyer is entitled to purchase and receive for and on behalf of Member at the Delivery Point below is set by NICOR. Subject to the scheduling provisions provided in Section 6 of the Third Master Agreement, Buyer shall be entitled to purchase any volume up to the MDQ. The MDQ represents Member’s anticipated maximum daily natural gas use requirements at the time of preparation of this 2013 Addendum. The MDQ may be changed with the mutual agreement of Buyer and Seller in consultation with Member. Seller shall use commercially reasonable efforts to supply at a mutually agreed price any volumes above the MDQ that are timely requested by Buyer.

In the event that the IPEA enters into a “Prepay” arrangement, Buyer, Seller and Member will negotiate in good faith to amend this 2013 Member Addendum to address the Prepaid Gas volumes.

3. **Term:** This 2013 Member Addendum shall become effective on April 1, 2013 and shall continue to March 31, 2018.

4. **Receipt/Delivery Points:**

- a. **Receipt Point(s):** NICOR distribution facilities provided in Section 6(d) below.
- b. **Delivery Point(s):** Rantoul city gate facility locations – A/C 7-23-01-9511 located at ES Leonard Ave. 1N and A/C 7-25-02-9560 located at WS 1800E, Rantoul, IL referenced in Member's transportation agreements cited in Section 6(d) below. Pursuant to the Third Master Agreement and as previously agreed to by the parties, title to the gas transfers at the first point in the supply path where gas is transported on transportation capacity owned by Member, which also shall be the point at which title shall pass from Seller to Buyer and then from Buyer to Member. Seller, as Member's agent, shall arrange for Member's transportation to the NICOR city gate delivery point(s). In the event Member has no transportation capacity, title shall pass from Seller to Buyer and then from Buyer to Member at the NICOR city gate Delivery Point(s).
5. **Volume:** Seller will manage 100% of the Member's individual requirements, including storage activities, if any, provided in Section 7 below. Annual usage is estimated at 196,770 MMBtu.
6. **Price:** Buyer shall pay the following prices for natural gas volumes delivered to the Delivery Point(s) referenced in Section 4 above.
- a. **Scheduled Daily Baseload Quantities:** At least five (5) Business Days prior to the first Business Day of the following month, Buyer, in consultation with Member, shall notify Seller in writing of the first of the month Scheduled Daily Baseload Quantity ("SDBQ") that Buyer, on behalf of Member requires for the next month. Absent such notification or mutual agreement to the contrary, the SDBQ shall be the monthly forecasted volumes provided in Section 7 below. For gas deliveries to be effective for the first of the month at the Receipt Point of Member's Transportation Agreement referenced in Section 6(d) below, the natural gas commodity shall be priced at the Index. Index is defined as the price reported in Natural Gas Intelligence, Weekly Gas Price under "Spot Gas Price, Bid Week, Midwest" for deliveries to Chicago City Gate plus a margin of \$0.0400 per MMBtu.

Member is in the ProLiance Energy Rate 74 pool and Member's storage capacity contributes to the balancing of the pool as a whole. ProLiance will conduct an annual storage valuation which will be completed in March of each year for the forward summer/winter spread. The NYMEX summer/winter spread will be analyzed to determine what value to place on the Member's storage capacity. This value shall be provided to Member in the form of a discount to the price for Scheduled Daily Baseload Quantities set forth in this Section 6(a) for the subsequent April through March term.

- b. **Excess Gas:** For gas deliveries to be effective in excess of the SDBQ nominated after the first of the month at the Receipt Point of Member's Transportation Agreement

referenced in Section 6(d) below, the natural gas commodity shall be priced at the Midpoint reported in Platt's Gas Daily in the table "Daily Price Survey", for "Chicago City Gate" ("GDD Index") plus \$0.0300 per MMBtu.

- c. **Undertakes:** For gas deliveries to be effective below the SDBQ nominated after the first of the month at the Receipt Point of Member's Transportation Agreement referenced in Section 6(d) below, the natural gas commodity shall be priced at the Midpoint reported in Platt's Gas Daily in the table "Daily Price Survey", for "Chicago City Gate" ("GDD Index") minus \$0.0300 per MMBtu.
 - d. **NICOR Demand, Volumetric and Retainage Charges:** Member shall pay the demand charges, if any, under its NICOR Agreements including transportation and storage demand, transportation and storage commodity and accumulated fuel retainage between the receipt point(s) and the delivery point(s) contained on the Transportation and Storage Agreement(s) to Buyer and Buyer shall reimburse Seller for 100% of these charges. In addition to the demand charges under the Agreements, Buyer shall remain solely responsible for all commodity charges applicable to city gate deliveries, including but not limited to, (i) new and existing taxes, (ii) surcharges, (iii) usage and volumetric fees applicable to gas transported on Buyer's behalf and priced pursuant to Sections 6(a), 6(b) and 6(c), (iv) other charges as applicable and (v) all physical, legal and other liabilities as may apply. Volumes purchased pursuant to Sections 6(a), 6(b) and 6(c) shall be adjusted to account for the accumulated retainage on NICOR between the applicable receipt point and the Delivery Point.
 - e. **NICOR Storage:** ProLiance will manage Member's NICOR storage. Seller agrees to reimburse Buyer for any penalties imposed on Buyer by NICOR due to actions on the part of Seller. Penalties shall be defined as costs charged by NICOR for (i) unauthorized use and (ii) excess storage charges.
 - f. **Prepaid Gas Volume Charges:** In the event the IPEA enters into a "Prepay" arrangement, ProLiance will charge Member an administrative fee in an amount to be mutually agreed upon by the Parties for ProLiance's administrative services of the Prepaid Gas.
7. **Forecasted Annual Volumes:** The following reflects the forecasted calendar year annual volumes in MMBtu/month, anticipated usage, including storage activities, if any, for Rantoul:

January	44,796	July	2,926
February	34,003	August	3,384

Page 3 of 5

March	23,234	September	3,598
April	11,952	October	8,854
May	6,818	November	18,493
June	3,680	December	35,032

8. **Guaranty:** Member agrees to execute a Guaranty, in the form attached hereto as Exhibit "B", prior to the receipt of any gas by Member, in order to assure payment to Seller in the Event of Default on the part of Buyer for any gas sold to Buyer for Member's benefit.
9. **Correspondence and Notices:** All notices between Buyer, Seller and Member shall be delivered to the persons identified on the attached Exhibit "A" at the addresses and by the means specified.
10. **Pipeline Agency:** ProLiance shall act as Rantoul's agent for all functions related to all its natural gas needs with its pipeline transporter, including specifically making and changing on behalf of Rantoul all nominations for daily deliveries to and from Receipt Point(s) and Delivery Point(s) under its transportation agreements referenced in Section 6(d). Rantoul shall designate IPEA/ProLiance as its agent under these Agreements for all functions including nominations, dispatch, and payments of bills.

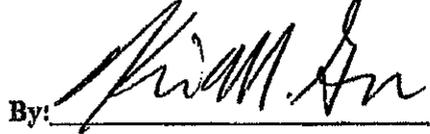
[SIGNATURE PAGE FOLLOWS]

Seller: ProLiance Energy, LLC

Buyer: Illinois Public Energy Agency

MAH
W-15-2012

By: 

By: 

Printed Name: David Pentzien

Printed Name: Kevin M. Gaden

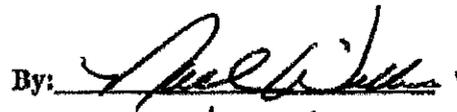
Title: VP Marketing

Title: President & CEO

Date: JAN 30 2013

Date: 01/25/13

Member: Village of Rantoul, Illinois

By: 

Printed Name: Neal Williams

Title: Mayor

Date: 12/11/12

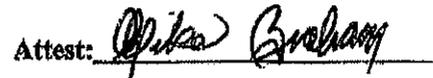
Attest: 

EXHIBIT A TO 2013 MEMBER ADDENDUM B-1

CORRESPONDENCE AND NOTICES

To Seller:

Notices:

ProLiance Energy, LLC
Attn: Utility Services Dept.
111 Monument Circle
Suite 2200
Indianapolis, IN 46204
Tel.: (317) 231-6800
Fax: (317) 231-6900

Billing Inquiries:

ProLiance Energy, LLC
Attn: Accounting Department
111 Monument Circle
Suite 2200
Indianapolis, IN 46204
Tel.: (317) 231-6800
Fax: (317) 231-6900

Commercial:

ProLiance Energy, LLC
Attn: Adam Tracy
111 Monument Circle
Suite 2200
Indianapolis, IN 46204
Tel.: (317) 231-6800
Fax: (317) 231-6900
E-mail: atracy@proliance.com

To Member:

Notices and Invoices:

Village of Rantoul, Illinois
Attn: Mr. Scot Brandon, Comptroller
333 S. Tanner
P.O. Box 38
Rantoul, Illinois 61866
Tel.: (217) 892-6828
Fax: (217) 892-5501
E-mail: sbrandon@village.rantoul.il.us

For Operational Flow Orders:

Village of Rantoul
Attn: Mr. Greg Hazel
Director of Public Works
200 W. Grove Ave.
Rantoul, Illinois 61866
Tel.: (217) 892-6526
Fax: (217) 892-8710
E-mail: g-hazel@village.rantoul.il.us

To IPEA/Buyer:

Notices and Invoices
Illinois Public Energy Agency
Attn: Amanda Riley
3400 Conifer Drive
Springfield, IL 62711
Fax: (217) 789-4642
E-mail: ariley@imea.org

With Copy to:

Illinois Public Energy Agency
3400 Conifer Drive
Springfield, IL 62711
Tel.: (217) 789-4632
Fax: (217) 789-4642
E-mail: ipea@imea.org

EXHIBIT B TO 2013 MEMBER ADDENDUM B-1

GUARANTY OF PAYMENT IN FAVOR OF PROLIANCE ENERGY, LLC

This Guaranty is made April 19, 2005, by Village of Rantoul ("Guarantor") also referred to as "Member", of 333 S. Tanner, Champaign County, Rantoul, IL ("Guarantor"), to ProLiance Energy, LLC, an Indiana Limited Liability Company with its principal place of business located at 111 Monument Circle, Suite 2200, Indianapolis, IN 46204, ("Creditor"), for credit extended and to be extended in connection with the sale of natural gas and associated Management Services to The Illinois Public Energy Agency ("IPEA"), of 919 South Spring Street, Springfield, IL ("Debtor").

RECITALS

A. Debtor is currently a customer of Creditor and purchases natural gas and associated management services for use in the conduct of its business in providing natural gas to its members.

B. Creditor requires security for payment of all current indebtedness and all indebtedness incurred in the future by Debtor solely on behalf of the Member identified above.

C. Guarantor/Member is willing to furnish such security in the form of a personal guaranty of payment of the current and future indebtedness of Debtor.

In consideration of Creditor's continued supply of natural gas and Management Services to Debtor, on behalf of Member, a commercial relationship of interest and benefit to both Debtor and Guarantor, Guarantor agrees as follows:

SECTION ONE.

STATEMENT OF GUARANTY

Guarantor guarantees prompt payment when due of all amounts due in the past or incurred in the future by Debtor to Creditor for the supply of natural gas used in the conduct of the business of Debtor. If Debtor defaults in the payment of any such indebtedness, Guarantor will pay to Creditor or its order on demand, in any coin or currency that is legal tender in the United States at the time of payment, the amount due, subject to the limitation of liability set forth in Section Three of this guaranty. Guarantor shall also pay to Creditor or its order on demand reasonable attorney fees and all costs and other expenses incurred by it in collecting or compromising any indebtedness of Debtor guaranteed under this guaranty or in enforcing this guaranty against Guarantor.

SECTION TWO.

SCOPE AND DURATION

This is a continuing guaranty. Notice of acceptance is waived. This guaranty shall remain in full force and effect until Guarantor delivers to Creditor written notice revoking it as to indebtedness incurred subsequent to such delivery. Such revocation shall not affect any of Guarantor's obligations under this guaranty with respect to indebtedness previously incurred. Revocation of this Guaranty is not effective until three (3) business days after notice of revocation is received by Creditor.

SECTION THREE.

LIMITATION OF LIABILITY

The maximum liability of Guarantor under this agreement shall be limited to One Million Four Hundred Thousand and 00/100 (\$1,400,000.00). Payment of any sum by Guarantor pursuant to this agreement shall operate to reduce Guarantor's maximum liability subsequently by an amount equal to the amount of such payment. This Guaranty is strictly limited to the Member named herein and only guarantees payment by the named Member for gas delivered to the IPEA for and on behalf of the named Member and no other Member of IPEA.

SECTION FOUR.

RIGHTS OF CREDITOR

Without further authorization from or notice to Guarantor, Creditor may grant credit to Debtor from time to time. No exercise or non-exercise by Creditor of any right given to it by this guaranty, no dealing by Creditor with Debtor or any other Guarantor, and no change, impairment, or suspension of any right or remedy of Creditor shall in any way affect any of Guarantor's obligations under this guaranty or give Guarantor any recourse against Creditor.

If legal action is taken to enforce this guaranty or any provision of it, such action may be maintained alone, or joined with any action or other proceeding related to the obligations of Creditor. Prior action or suit against Debtor, whether alone or jointly with other guarantors, shall not be a prerequisite to Creditor's right to proceed under this guaranty in case of Debtor's default. The rights of Creditor are cumulative and shall not be exhausted by its exercise of any of its rights under this guaranty or otherwise against Guarantor or by any number of successive actions until and unless all indebtedness guaranteed by this guaranty has been paid.

SECTION FIVE.

SUBROGATION

Until all indebtedness guaranteed by this guaranty has been paid in full, Guarantor shall not have any right of subrogation unless expressly granted in writing by Creditor.

SECTION SIX.

SUBORDINATION OF OTHER INDEBTEDNESS OF GUARANTOR

All existing or future indebtedness of Debtor to Guarantor is subordinated to all indebtedness guaranteed by this guaranty. Without the prior written consent of Creditor, no such indebtedness shall be paid in whole or in part as long as there exists any outstanding indebtedness guaranteed by this guaranty.

SECTION SEVEN.

SEVERABILITY

Should any one or more provisions of this guaranty be determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

SECTION EIGHT.

SUCCESSORS AND ASSIGNS

This agreement shall inure to the benefit of Creditor, its successors and assigns. It shall be binding on Guarantor and Guarantor's legal representatives.

Guarantor has executed this guaranty at _____ the day and year first above written.

SECTION NINE.

CHOICE OF LAW AND FORUM

It is expressly agreed that the law of the State of Illinois is the sole and exclusive law that governs any and all claims, suits or disputes related in any way to this guaranty including any tort and statutory claims including claims and issues involving the validity, construction interpretation and effect of this guaranty and any and all other claims or actions at law or in equity which may arise between the Parties, without regard to principles of conflicts of law. The sole and exclusive venue for any disputes, claims or causes of action, legal or equitable, shall be the state or federal courts located in Illinois.

SECTION TEN.

AUTHORITY

The party making this Guaranty has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of Guarantor has been properly authorized and empowered to enter into this Guaranty. Guarantor/Member agrees that it will assist Creditor in assuring that this Guaranty is duly authorized prior to execution by the appropriate governing body or Guarantor/Member, and shall provide evidence to Creditor of same such as copies of certified board resolutions, etc. Guarantor/Member further agrees to provide to Creditor additional evidence of proper execution, such as an opinion of Guarantor/Member's counsel that this instrument has been duly authorized and executed in proper form.

Guarantor

By: _____

Printed name: _____

Title: _____

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE ____ OF ____
ITEM: Elevated Tank Coating & Structural Rehabilitations Project – Maxcor, Inc.	DEPARTMENT: Public Works
AGENDA SECTION:	PROJECT AMOUNT: <u>\$856,400.00 – Total</u> \$449,100.00 – Base Bid \$59,000.00 – Alternate Bid #1b \$246,800.00 – Alternate Bid #1c \$101,500.00 – Alternate Bid #2b
ATTACHMENTS: <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: March 31, 2017

SUMMARY HIGHLIGHTS:

This Agenda Item provides for the painting, maintenance, and servicing of two (2) Village of Rantoul elevated tanks. Included in this project are the one million gallon tank at Campbell & Tanner which will be cleaned, serviced, and painted both inside and out and the one-half million gallon tower on North Maplewood which will be cleaned, a fresh exterior coating and serviced.

The one million gallon elevated tank at Campbell & Tanner was initially constructed in 1969 by CB&I and was painted in 1996. In this project, the structure will be serviced, cleaned and painted both inside and out. A community logo is being incorporated into the painting design. The North Maplewood elevated tank was fully painted in 2004. Under the proposed contract, the structure will receive an internal cleaning, exterior coating, and have interior / exterior maintenance performed.

The Village's third elevated tank is located on Galaxy Drive and is a 300,000 gallon tank which was received in conjunction with the south Rantoul water system. The Air Force painted this structure in 2015. These tanks are inspected every five (5) years to verify their condition.

This project was advertised in mid-March and bids were opens at 2:00pm on March 30, 2017. Three (3) bids were received and Maxcor, Inc. was the apparent low bidder with a Base Bid amount of \$449,100.00. In addition to awarding the Base Contract, the following actions are recommended for the Alternate Items:

Campbell Elevated Tank

1a: Reject – (Deduct \$23,300.00) Exterior Coating with Acrylic Polyurethane Finish Coat

1b: Award – (\$59,000.00) Interior Wet Coating with a complete Blast and Recoat

1c: Award – (\$246,800.00) Exterior Coating with a Complete Blast and Recoat

North Maplewood Elevated Tank

2a: Reject – (\$126,000.00) Exterior Overcoat with a Fluoropolymer Polyurethane Finish Coat

2b: Award – (\$101,500.00) Exterior Overcoat with an Acrylic Polyurethane Finish Coat

These Awards would provide a contract value of \$856,400.00. Monies in the amount of \$811,000.00 were included in the 2017/18 budget. Alternate 2b for the refreshing of N. Maplewood Tank would be the one item that could be deferred, but the bid amount is an excellent value & opportunity to refresh and extend the tank's coating as opposed to a complete blasting and painting sooner in the future.

RECOMMENDED ACTION: Authorize the award of a contract with Maxcor, Inc. in the base bid amount of \$449,100.00; Alternate Bid Items 1b (\$59,000.00); Item 1c (\$246,800.00); Item 2b (\$101,500.00) for the painting, maintenance, and servicing on two (2) Village of Rantoul Elevated Tanks.

DEPARTMENT HEAD APPROVAL:

G. Gregory Hazel, P.E.



VILLAGE ADMINISTRATOR:



AGENDA PAGE NUMBER:



March 31, 2017

Mr. Greg Hazel, P.E.
 Director of Public Works
 Village of Rantoul
 333 South Tanner
 Rantoul, Illinois 61866

Re: Campbell and Maplewood Elevated Tanks Coating & Structural Rehabilitations
 Letter of Recommendation to Award

Dear Mr. Hazel:

This letter is regarding the Bid Opening that was held for the subject project at the Village of Rantoul Municipal Building on Thursday, March 30, at 2:00 pm. Three (3) bids were received, opened and publicly read aloud. The Bids were then given to Burns & McDonnell for review for completeness and accuracy.

Items making up the Base Bid for the project are presented in the table below.

Item No.	Campbell Elevated Tank	Maplewood Elevated Tank
1a	Mobilization	-
1b	Steel Work	-
1c	Interior Wet Coating Repair	-
1d	Interior Dry Coating Complete Blast & Recoat	-
1e	Exterior Coating Overcoat & Village Logo	-
2a	-	Mobilization
2b	-	Steel Work with Coating Repair
2c	-	Interior Wet Coating Repair

Based on our review, the apparent low bidder was Maxcor, Incorporated (Maxcor) with a Base Bid of \$449,100.00. A summary of the Base Bid prices submitted is provided in the table below.

CONTRACTOR NAME	BID PRICE
Maxcor, Inc.	\$449,100.00
Tecorp, Inc.	\$648,400.00
Jetco, Ltd.	\$670,000.00

The engineer's opinion of probable cost (EOPC) for the Base Bid was \$680,350.00.

The project also includes several Alternate Bid items. The Village may choose to award any or all the alternate bid items as desired. A summary of the Alternate Bid items is presented in the table below.



Mr. Greg Hazel, P.E.
Village of Rantoul
March 31, 2017
Page 2

Item No.	Campbell Elevated Tank	Maplewood Elevated Tank
1a	Exterior Coating with Acrylic Polyurethane Finish Coat	-
1b	Interior Wet Complete Blast and Recoat	-
1c	Exterior Complete Blast and Recoat	-
2a	-	Exterior Overcoat with Fluoropolymer Polyurethane
2b	-	Exterior Overcoat with Acrylic Polyurethane Finish Coat

A summary of the prices submitted by each bidder for the Alternate Bid prices is presented in the attached Bid Tabulation table.

It should be noted that the bid documents submitted by Maxcor, Inc. at the public bid opening did not include a required bid bond. Burns & McDonnell contacted Maxcor, Inc. to inquire about why a bid bond was not submitted. Maxcor, Inc. stated that a bid bond had been obtained from their surety but was inadvertently left out of the bid submittal package. They provided a copy of the bid bond to Burns & McDonnell along with a letter from their surety stating the bid bond is genuine. The letter also states that if the Village decides to award the contract to Maxcor, Inc., the required performance and payment bonds will be issued. A copy of the bid bond and the letter from their surety is attached.

Based on the information above and our review of all the Bids and accompanying documents, Burns & McDonnell recommends that the Village of Rantoul award the Contract for the Campbell and Maplewood Elevated Tanks Coating & Structural Rehabilitations to Maxcor, Inc. for the Base Bid plus Alternate Bid Items 1b, 1c, and 2b, for a total contract value of \$856,400.00.

Should you have any questions or require additional information, please feel free to contact me at jdarlington@burnsmcd.com or (630) 724-3809.

Sincerely,

Joseph M. Darlington, P.E.
Civil Engineer



Mr. Greg Hazel, P.E.
Village of Rantoul
March 31, 2017
Page 3

cc: Pete Passarelli, Village of Rantoul
Randy Patchett, P.E., BMcD
Stephen Crede, BMcD
Claus Dunkelberg, P.E., BMcD

Village of Rantoul, Illinois
Campbell and Maplewood Elevated Tank Coating & Structural Rehabilitations
Bid Tabulation
Bid Date: Thursday, March 30, 2017

BASE BID

ITEM NO.	ITEM DESCRIPTION	EOPC *	MAXCOR, INC.	TECORP, INC.	JETCO, LTD.	AVERAGE
1	Campbell Elevated Tank					
1a	Mobilization	\$ 11,000	\$ 16,100	\$ 20,000	\$ 5,000	\$ 13,700
1b	Steel Work	\$ 24,750	\$ 27,600	\$ 39,400	\$ 56,800	\$ 41,267
1c	Interior Wet Coating Repair and Recoat	\$ 104,500	\$ 65,400	\$ 105,000	\$ 142,720	\$ 104,373
1d	Interior Dry Complete Blast/Three coat System	\$ 154,000	\$ 64,100	\$ 75,000	\$ 168,100	\$ 102,400
1e	Exterior Coating/Logo w/ Fluoropolymer Polyurethane finish coat	\$ 264,000	\$ 183,600	\$ 275,000	\$ 175,680	\$ 211,427
	SUB-TOTAL	\$ 558,250	\$ 356,800	\$ 514,400	\$ 548,300	\$ 473,167
2	Maplewood Elevated Tank					
2a	Mobilization	\$ 11,000	\$ 11,800	\$ 4,000	\$ 2,000	\$ 5,933
2b	Steel Work w/ Coating Repair	\$ 28,600	\$ 22,100	\$ 40,000	\$ 27,700	\$ 29,933
2c	Interior Wet Coating Repair, blast, prime areas, recoat all	\$ 82,500	\$ 58,400	\$ 90,000	\$ 92,000	\$ 80,133
	SUB-TOTAL	\$ 122,100	\$ 92,300	\$ 134,000	\$ 121,700	\$ 116,000
	TOTAL BASE BID	\$ 680,350	\$ 449,100	\$ 648,400	\$ 670,000	\$ 589,167

ALTERNATE BID ITEMS

Item 1 - Campbell Elevated Tank						
1a	Exterior Coating Acrylic Polyurethane Finish Coat	\$ (10,000)	\$ (23,300)	\$ (15,000)	\$ (9,000)	\$ (15,767)
1b	Interior Wet Coating w/ Full Blast SP10	\$ 105,000	\$ 59,000	\$ 90,000	\$ 110,000	\$ 86,333
1c	Exterior Coating w/ Full blast	\$ 350,000	\$ 246,800	\$ 105,000	\$ 158,560	\$ 170,120
Item 2 - Maplewood Elevated Tank						
2a	Exterior Overcoat w/ Fluoropolymer Polyurethane Finish Coat	\$ 130,000	\$ 126,000	\$ 370,000	\$ 127,920	\$ 207,973
2b	Exterior Overcoat w/ Acrylic Polyurethane Finish Coat	\$ 120,000	\$ 101,500	\$ 350,000	\$ 120,000	\$ 190,500

COMBINATIONS

Campbell Elevated Tank Combinations						
1	Base Bid + Alt 1a	\$ 548,250	\$ 333,500	\$ 499,400	\$ 539,300	\$ 457,400.00
3	Base Bid + Alt 1b	\$ 663,250	\$ 415,800	\$ 604,400	\$ 658,300	\$ 559,500.00
2	Base Bid + Alt 1c	\$ 908,250	\$ 603,600	\$ 619,400	\$ 706,860	\$ 643,286.67
4	Base Bid + Alt 1a + Alt 1b	\$ 653,250	\$ 392,500	\$ 589,400	\$ 649,300	\$ 543,733.33
5	Base Bid + Alt 1b + Alt 1c	\$ 1,013,250	\$ 662,600	\$ 709,400	\$ 816,860	\$ 729,620.00

Maplewood Elevated Tank Combinations						
1	Base Bid + Alt 2a	\$ 252,100	\$ 218,300	\$ 504,000	\$ 249,620	\$ 323,973.33
2	Base Bid + Alt 2b	\$ 242,100	\$ 193,800	\$ 484,000	\$ 241,700	\$ 306,500.00

Total Contract Price with Combinations						
1	Base Bid + Alt 1a + Alt 2a	\$ 800,350	\$ 551,800	\$ 1,003,400	\$ 788,920	\$ 781,373.33
3	Base Bid + Alt 1b + Alt 2a	\$ 915,350	\$ 634,100	\$ 1,108,400	\$ 907,920	\$ 883,473.33
2	Base Bid + Alt 1c + Alt 2a	\$ 1,160,350	\$ 821,900	\$ 1,123,400	\$ 956,480	\$ 967,260.00
4	Base Bid + Alt 1b + Alt 2a	\$ 905,350	\$ 610,800	\$ 1,093,400	\$ 898,920	\$ 867,706.67
5	Base Bid + Alt 1b + Alt 1c + Alt 2a	\$ 1,265,350	\$ 880,900	\$ 1,213,400	\$ 1,066,480	\$ 1,053,593.33
6	Base Bid + Alt 1a + Alt 2b	\$ 790,350	\$ 527,300	\$ 983,400	\$ 781,000	\$ 763,900.00
7	Base Bid + Alt 1b + Alt 2b	\$ 905,350	\$ 609,600	\$ 1,088,400	\$ 900,000	\$ 866,000.00
8	Base Bid + Alt 1c + Alt 2b	\$ 1,150,350	\$ 797,400	\$ 1,103,400	\$ 948,560	\$ 949,786.67
9	Base Bid + Alt 1a + Alt 1b + Alt 2b	\$ 895,350	\$ 586,300	\$ 1,073,400	\$ 891,000	\$ 850,233.33
10	Base Bid + Alt 1b + Alt 1c + Alt 2b	\$ 1,255,350	\$ 856,400	\$ 1,193,400	\$ 1,058,560	\$ 1,036,120.00

* Engineer's Opinion of Probable Cost

BID BOND**Travelers Casualty and Surety Company of America
Hartford, Connecticut 06183****CONTRACTOR:**
*(Name, legal status and address)*Maxcor, Inc.
911 Country Creek Drive
New Lenox, IL 60451**OWNER:**
*(Name, legal status and address)*Village of Rantoul
333 S. Tanner
Rantoul, IL 61866**SURETY:**
*(Name, legal status and principal place of business)*Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183**BOND AMOUNT:** 10% Ten Percent of Amount Bid**PROJECT:**
(Name, location or address, and Project number, if any)

1 MMG Campbell & 500 MG Maplewood Elevated Tank Coating & Structural Rehabilitations

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition

1

Signed and sealed this 30th day of March, 2017

Richard L. Sullivan
(Witness)

Maxcor, Inc.
(Principal) _____ (Seal)
By: *[Signature]*
(Title) ASSISTANT MANAGER

Anne Baker
(Witness) Anne Baker

Travelers Casualty and Surety Company of America
(Surety) _____ (Seal)
By: *J. Karl Sherrill, Jr.*
(Title) J. Karl Sherrill, Jr. Attorney-in-Fact





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bld Bond

Principal: Maxcor, Inc.

OR

Project Description: 1 MMG Campbell & 500 MG Maplewood Elevated Tank Coating & Structural Rehabilitations

Obligee: Village of Rantoul

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint J. Karl Sherrill, Jr. of the City of Greensboro, State of NC, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this Instrument to be signed and their corporate seals to be hereto affixed, this 24th day of June, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

Signature of Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 24th day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.



Signature of Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

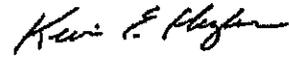
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of March, 2017



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.



MAXCOR INCORPORATED

900 Country Creek Dr.

New Lenox, IL 60451

Tel: (815) 838-4370

Fax: (815) 838-4616

Contracts on Hand for Maxcor, Inc.

<u>Class</u>	<u>Cont. Amount</u>	<u>% Complete</u>	<u>Comp. Date</u>	<u>Owner</u>
Tank Painting	\$193,000	0%	6/1/17	Ursa, IL
Tank Painting	\$400,000	65%	5/1/17	Crest Hill, IL
Tank Painting	\$538,555	10%	6/1/17	Palatine, IL
Tank Painting	\$426,457	5%	6/1/17	Shelbyville, IL
Tank Painting	\$47,700	5%	5/1/17	Pinckneyville, IL

ATTENDANCE SHEET
BID OPENING
March 30, 2017

PROJECT: Elevated Tank Coating & Structural Rehabilitations

OWNER: Village of Rantoul

By: Village of Rantoul, Department of Public Works

<u>Name</u>	<u>Company</u>	<u>Contact Information</u>
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Greg Hazel	Village of Rantoul	(217) 892-6526 g-hazel@myrantoul.com
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Pete Passarelli	Village of Rantoul	(217) 892-6592 PPassar.village.rantoul.il.us
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Scot Brandon	Village of Rantoul	(217) 892-6828 SBrandon@village.rantoul.il.us
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NICK VISVARDIS	TECORP, INC	815-726-9192
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Joe Darlington	Burns & McDonnell	630-724-3809
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Erik Otten	Taylor County	708 387 0305 EOTTEN@Tnemec.com
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Tell's Visvardis	TECORP, INC.	815-726-9192
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Village of Rantoul

Campbell and Maplewood Elevated Tank Coating & Structural Rehabilitations
Bid Holders List

Contact Name	Email	Company Name	Phone #	Address	City	State	Zip Code
Dexter Davis		Buddy's Grounds Maint., Inc.	309-824-9211	1418 Courtland Ave.	Normal	IL	61761
Lisa Pineda	lisamaripineda@deltek.com	Deltek	800-456-2009	2291 Wood Oak Drive	Herndon	VA	20171
Melinda Jones	bjds@pttg.com	Pittsburg Tank & Tower Maint.	270-869-9400	P.O. Box 1849	Henderson	KY	42419
Melanie Mann	mmann@pttg.com	Pittsburg Tank & Tower Maint.	270-869-9400	One Watertank Place	Henderson	KY	42420
Sheila Smith	thwbonds@outlook.com	THWilson Bonds	559-872-6105	4586 E Copper Ave.	Clovis	CA	93619
Harry Martin	jittle707@frontier.com	Martin Bros. Logistics, LLC	217-202-2038	513 N. Ohio Ave	Rantoul	IL	61866
Tammy Johnson	socialtalktime@gmail.com	SEDivng	864-220-3481	220 N Washington Ave	Greenville	SC	29611
Dennis Chinn	dennisc@mygbi.com	Great Basin Industrial	219-381-0111	1721 Bentridge Dr	Kennesaw	GA	30144
Source Management	sourcemgmt@onvia.net	Onvia, Inc.	206-373-9500	509 Olive Way, 4th Floor	Seattle	WA	98101
John Duke	johnduke@elitenationaltank.com	Elite National Coatings & Inspections	812-484-8439	736 SE Second Street	Evansville	IN	47713
Leah	leah.sabir@constructconnect.com	ConstructConnect	800-364-2059	3825 Edwards Rd STE 800	Cincinnati	OH	45209
Leah Sabir		ConstructConnect	800-364-2059	30 Technology Pkwy S	Norcross	GA	30092
Carolyn Kostaroff	carolyn@gkpainting.com	George Kountoupes Painting Co.	313-388-9400	661 Southfield Road	Lincoln Park	MI	48146
Richard Belliveau	rebelleveau@induron.com	Induron Coatings	715-401-1961	4245 Oak Drive	Rhineland	WI	54501
Thomas Tyrakowski Jr.	tommycoat@am-coatpainting.com	Am-Coat Painting, Inc.	815-485-3731	17201 S. Parker Road	Homer Glen	IL	60491
Tom Street	tom_wfpr@mchsi.com	Maguire Iron	563-320-4879	1610 N. MN Ave	Sioux Falls	SD	57101
Stan Wagner	swagner@alpinecom.net	K&W Coatings	563-245-2086	28898 HWY 13	Elkader	IA	52043
John Sullivan		Maxcor, Inc.	815-838-4370	900 Country Creek Dr.	New Lenox	IL	60451
Kenneth	k.brend@jetcoltd.com	Jetco, Ltd.	847-438-4550	P.O. Box 908	Lake Zurich	IL	60047
Katie Czappa	kczappa@newmannco.com	Neumann Company Contractors, Inc.	715-333-2282	W9450 State Road 95	Merrilan	WI	54754
Erik Otten	sotten@tmnec.com	Taylor Coating	708-387-0905	8520 Brookfield Ave.	Brookfield	IL	60513
Greg Bairaktaris	gbairaktaris@eravaldivia.com	Era-Valdivia Contractors, Inc.	773-447-6658	11909 South Avenue O	Chicago	IL	60617
Leonard Lulaj	lulaj2@yahoo.com	L&T Painting, Inc.	586-873-0761	50502 Hunters Creek Trl	Shelby Township	MI	48317

INVITATION TO BID

Burns & McDonnell Engineering Company
1431 Opus Place Suite 400
Downers Grove, IL 60515

Project Name: Campbell and Maplewood Elevated Tank Coating & Structural Rehabilitations
Project No. 93196
Date: March 2017

DESCRIPTION OF WORK OF THIS CONTRACT

You are invited to bid on a general contract. The Village of Rantoul owns and operates one (1) one-million gallon potable water elevated storage tank located at the intersection of West Campbell Avenue and North Tanner Street and one (1) five-hundred thousand gallon potable water elevated storage tank located near the intersection of North Maplewood Drive and Pine Avenue (the Tanks). The Project includes blasting and recoating of the exterior and interior of the one-million gallon tank at Campbell, spot blasting and over-coating of the interior of the five-hundred thousand tank at Maplewood, various improvements to the Tanks' safety measures, steel work, and site improvements and restoration.

The project is located in the Village of Rantoul, Champaign County, Illinois 61866.

BID INFORMATION

Bids will be received by the Village of Rantoul (the Owner) until 2:00 p.m., local (central) time, March 30th, 2017. Bids received after this time will not be accepted. Bids will be received at the following location:

Village of Rantoul
333 South Tanner
Rantoul, IL 61866

All forms are included in the bidding documents and are available at the above address or on the Village website at <http://www.myrantoul.com/government/purchasing/index.html>. Bidders shall comply with all requirements of bidding documents and shall submit all pertinent supplemental documentation per instructions.

A prebid conference will not be held for this project.

Bids will be publicly opened and read aloud immediately after the time stated above.

ADDITIONAL PROVISIONS

The Bid shall be conditioned upon compliance with all labor related requirements including the regulations and stipulations concerning equal employment opportunity, affirmative action requirements, and prevailing wage rates.

OWNER'S RIGHT TO REJECT

The Owner reserves the right to reject any or all Bids and to waive irregularities therein, and all Bidders shall agree that such rejection shall be without liability on the part of the Owner for any damage or claim

brought by any Bidder because of such rejections, nor shall the Bidders seek any recourse of any kind against the Owner because of such rejections. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

END OF DOCUMENT

ARTICLE 4 - BID PRICE

4.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

- A. UNIT PRICE SCHEDULE:
 - 1. Complete Bid Table as Indicated:

Item No.	Item & Description	Unit	Approximate Number of Units	Price Per Unit \$	Extension \$
1	Campbell Elevated Tank (One Million Gallon Tank)				
1.a	Mobilization	Each	1		
1.b	Steel Work	Lump Sum	1		
1.c	Interior Wet Coating w/ Spot Blast and SSP7 Brush-off Blast	Lump Sum	1		
1.d	Interior Dry Coating w/ SP10 Blast to Near White	Lump Sum	1		
1.e	Exterior Coating and Village Logo w/ Spot Clean and Power Wash	Lump Sum	1		
Item No. 1 Total =					
2	Maplewood Elevated Tank (Five-hundred Thousand Gallon Tank)				
2.a	Mobilization	Each	1		
2.b	Steel Work w/ Coating Repair	Lump Sum	1		
2.c	Interior Wet Coating w/ Spot Blast and SSP7 Brush-off Blast	Lump Sum	1		
Item No. 2 Total =					
SUM OF BID ITEM NOS. 1 AND 2 PRICES =					

Bid Item Nos. 1 and 2 Total Price -

_____ dollars (\$_____).

2. The Owner has the ability to add any or all of the following alternates to the Total Bid, or each Bid Item independently. Complete Alternate Bid Items Table as Indicated:

Item No.	Item & Description	Unit	Approximate Number of Units	Price Per Unit \$	Extension \$
1	Campbell Elevated Tank (One Million Gallon Tank)				
1.a	Interior Wet Coating w/ Full Blast SP10; add to base bid 1.c	Lump Sum	1		
1.b	Exterior Coating w/ Full Blast; add to base bid 1.e	Lump Sum	1		
2	Maplewood Elevated Tank (Five-hundred Thousand Gallon Tank)				
2.a	Exterior Coating w/ Spot Blast and SSP7 Brush-off blast	Each	1		

- B. SUBCONTRACTORS: This Bid is based upon use of the following Subcontractors:

No.	Trade	Subcontractor
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____

ARTICLE 5 - CONTRACT TIMES

5.01 Bidder agrees that the Work will be completed within the following time(s):

- A. All Work will be Substantially Completed within 180 calendar days of the date of the Notice to Proceed. Substantial Completion shall be defined as the completion of all items other than the punch list. Final Completion shall be within 225 calendar days of the date of the Notice to Proceed.
- B. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

SECTION 012000 – MEASUREMENT AND PAYMENT

PART 1 - GENERAL INFORMATION

1.01 MEASUREMENT AND PAYMENT:

- A. This Section describes the measurement and payment for the Work to be done under the items included in this Contract.
- B. Each unit or lump-sum price stated in the Bid shall constitute full compensation as herein specified for each item of work completed in accordance with the Contract Documents. The price shall be full compensation for furnishing all materials and for all labor, equipment, fees, tools and incidentals necessary to complete the item as included in the Contract Documents.
- C. No separate measurement and payment shall be made for Work not specifically listed in this Section. It shall be understood that all Work necessary to complete the Contract as included in the Contract Documents shall be included in cost of the unit and lump sum items included in the Contract.
- D. Pay Item 1 of the Bid Form Section 004000 includes all work to be completed for the Campbell one-million gallon elevated tank. Pay Item 2 of the Bid Form Section 004000 includes all work to be completed for the Maplewood five-hundred thousand gallon elevated tank. Alternate bid items for each tank are included in the Bid Form and may be added to the bid by the Owner. Descriptions of sub-pay items and alternates are provided below.

1.02 CAMPBELL ELEVATED TANK – PAY ITEM NO. 1:

- A. Mobilization
 - 1. Mobilization will be paid for at the contract price per each for the mobilization and demobilization of all equipment to and from the site in accordance with Article 671 of the IDOT Standard Specifications for Road and Bridge Construction and the restoration of the project site. The unit price for this item shall constitute full compensation for all equipment, materials, labor, fees, tools and incidentals necessary to complete this item for the Campbell Tank. No additional compensation will be given for re-mobilization to and from the site due to any reason.
- B. Steel Work
 - 1. Steel Work will be paid for at the contract lump sum price. This work shall include all equipment, materials, labor, fees, tools and incidentals required to complete the structural work and miscellaneous work in the Campbell Tank as specified and indicated in the construction drawings.
- C. Interior Wet Coating w/ Spot Blast and SSP7 Brush-off Blast
 - 1. Interior Wet Coating w/ Spot Blast will be paid for at the contract lump sum price. This work shall include all equipment, materials, labor, fees, tools and incidentals required to complete the appropriate surface preparation and over-coat of the wet interior of the Campbell Tank as specified. This work shall also include all equipment, materials, labor, fees, tools and incidentals required to disinfect and test the Campbell Tank as specified.
- D. Interior Dry Coating w/ SP10 Blast to Near White
 - 1. Interior Dry Coating w/ Blast to Near White will be paid for at the contract lump sum price. This work shall include all equipment, materials, labor, fees, tools and incidentals required to complete the appropriate surface preparation and complete recoat of the dry interior of the Campbell Tank as specified.
- E. Exterior Coating and Village Logo w/ Spot Clean and Power Wash
 - 1. Exterior Coating and Village Logo w/ Spot Clean will be paid for at the contract lump sum price. This work shall include all equipment, materials, labor, fees, tools and incidentals required to complete the proper surface preparation, spot prime, and over-coat the exterior of the Campbell Tank per the shop drawings of the logo selected by the

SECTION 012000 – MEASUREMENT AND PAYMENT: continued

Owner as specified. Submit shop drawings of the Village logo per Section 013300 and Section 099000 of the Specifications.

1.03 MAPLEWOOD ELEVATED TANK – PAY ITEM NO. 2

A. Mobilization

1. Mobilization will be paid for at the contract price per each for the mobilization and demobilization of all equipment to and from the site in accordance with Article 671 of the IDOT Standard Specifications for Road and Bridge Construction and the restoration of the project site. The unit price for this item shall constitute full compensation for all equipment, materials, labor, fees, tools and incidentals necessary to complete this item for the Maplewood Tank. No additional compensation will be given for re-mobilization to and from the site due to any reason.

B. Steel Work w/ Coating Repair

1. Steel Work will be paid for at the contract lump sum price. This work shall include all equipment, materials, labor, fees, tools and incidentals required to complete the structural work and miscellaneous work in the Maplewood Tank as specified and indicated in the construction drawings.

C. Interior Wet Coating w/ Spot Blast and SSP7 Brush-off Blast

1. Interior Wet Coating w/ Spot Blast and SSP7 Brush-off Blast will be paid for at the contract lump sum price. This work shall include all equipment, materials, labor, fees, tools and incidentals required to complete the appropriate surface preparation and over-coat of the wet interior of the Maplewood Tank. This work shall also include all equipment, materials, labor, fees, tools and incidentals required to disinfect and test the Maplewood Tank as specified.

1.04 CAMPBELL TANK ALTERNATE BID PAY ITEMS

A. Interior Wet Coating w/ Full Blast

1. Interior Wet Coating w/ Full Blast will be paid for at the contract lump sum price as an addition to the cost of Bid Item 1.c. This work shall include all equipment, materials, labor, fees, tools and incidentals required to complete the appropriate surface preparation and re-coat the interior wet of the Campbell Tank.

B. Exterior Coating w/ Full Blast

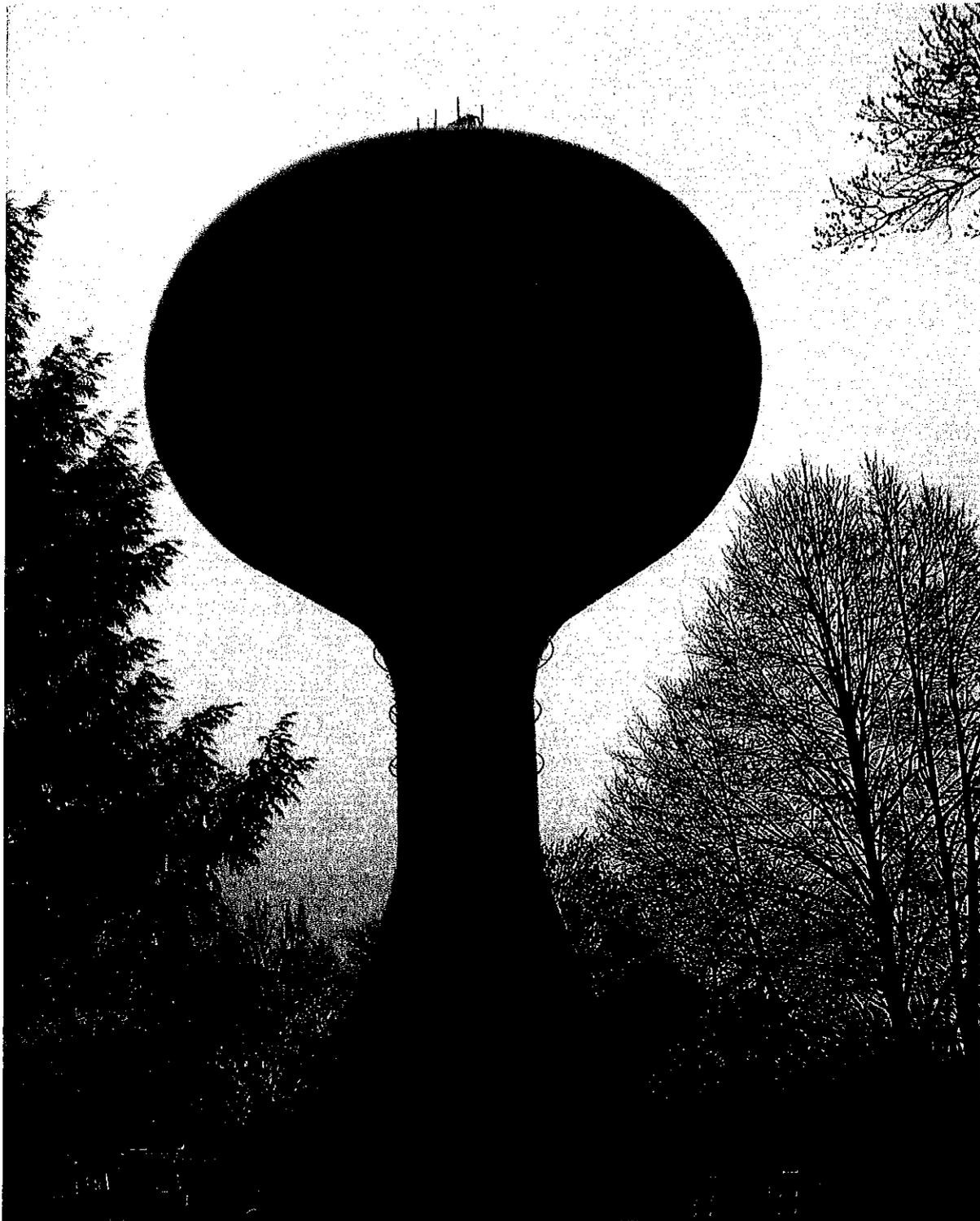
1. Exterior Coating w/ Full Blast will be paid for at the contract lump sum price as an addition to the cost of Bid Item 1.e. This work shall include all equipment, materials, labor, fees, tools and incidentals required to complete the appropriate surface preparation and re-coat of the exterior of the Campbell Tank.

1.05 MAPLEWOOD TANK ALTERNATE BID PAY ITEMS

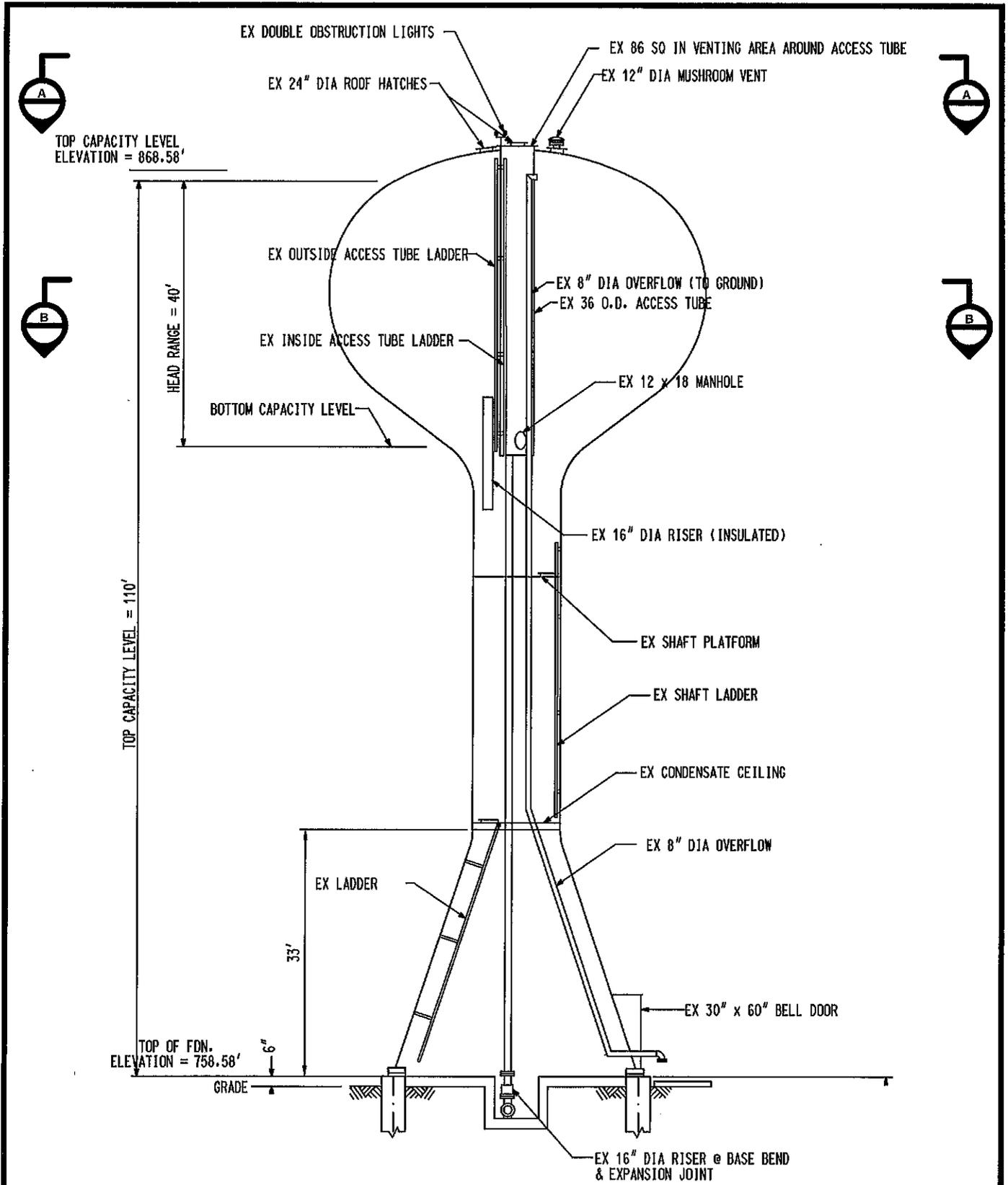
A. Exterior Coating w/ Spot Blast

1. Exterior Coating w/ Spot Blast will be paid for at the contract lump sum price. This work shall include all equipment, materials, labor, fees, tools and incidentals required to complete the appropriate surface preparation, spot prime and over-coat the exterior of the Maplewood Tank.

END OF SECTION 012000



The Rantoul, Illinois 1,000,000-gallon Campbell Street tank is in good condition.



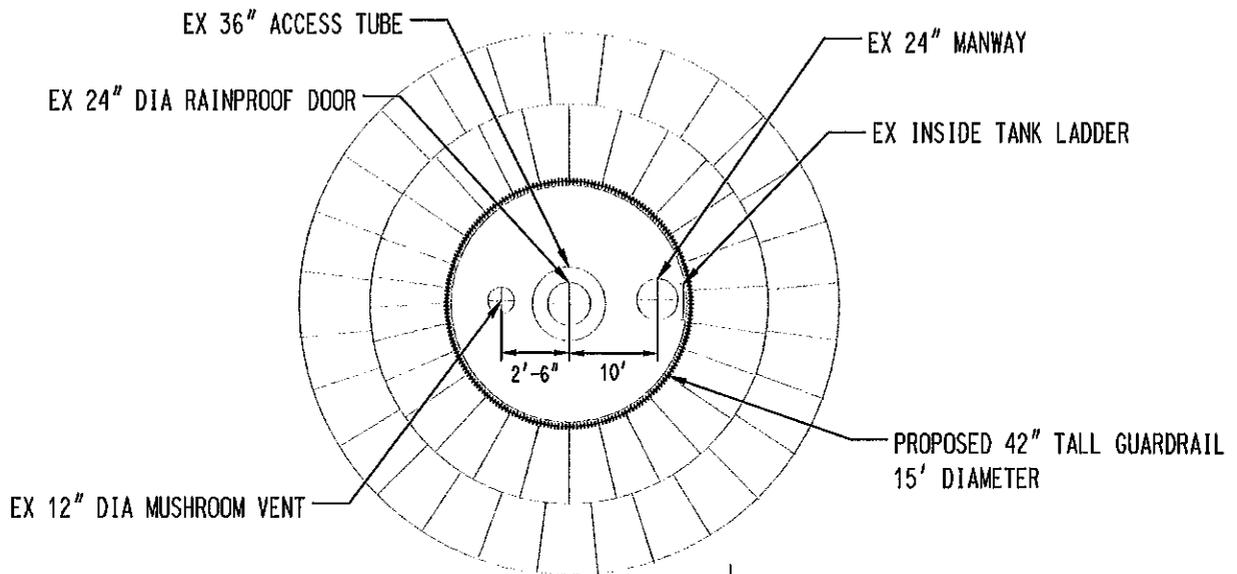
SUMMARY OF PROPOSED STEEL WORK:

1. REMOVE AND REPLACE EXISTING ROOF VENT.
2. REMOVE AND REPLACE EXISTING 24" DIA MANWAYS WITH 30" DIA MANWAYS.
3. INSTALL NEW 42" TALL GUARDRAIL ON ROOF.
4. INSTALL NEW SCREEN FOR OVERFLOW PIPE.
5. INSTALL FALL PREVENTION DEVICE FOR INTERIOR LADDER.
6. REPLACE LIGHTBULB GLOBES IN THE DRY INTERIOR.
7. RE-TAPE THE LOOSE INSULATION ON FILL PIPE.

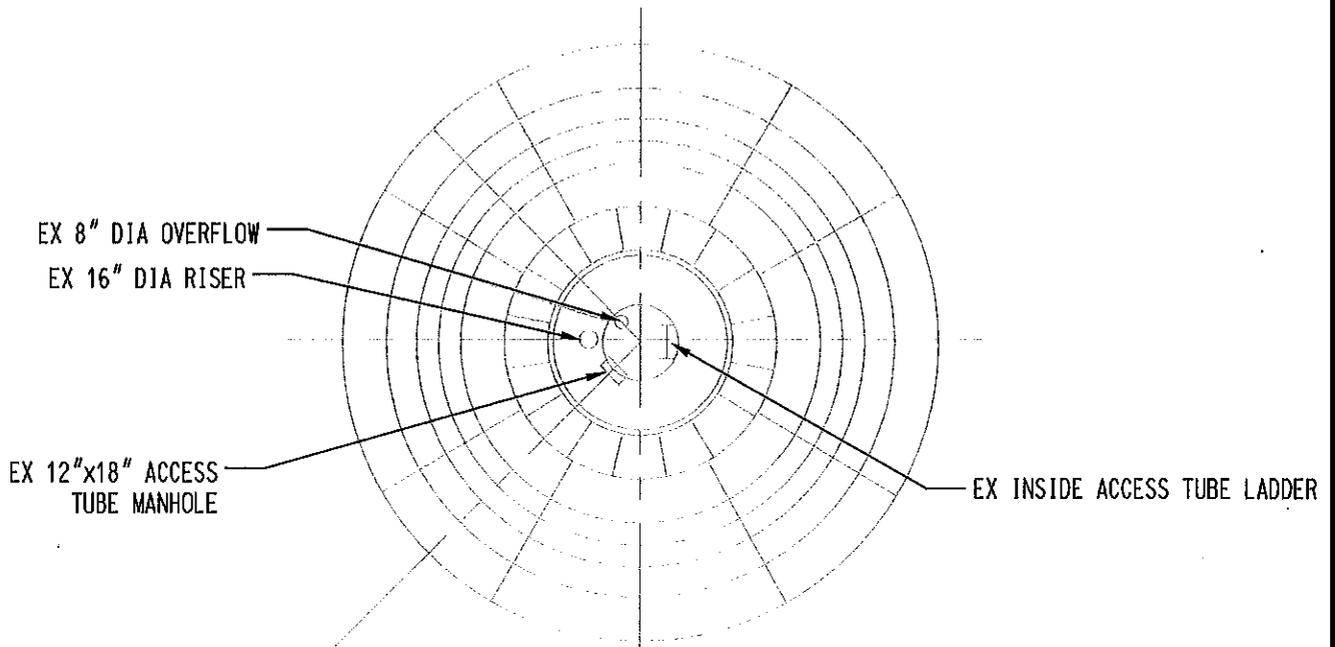


VILLAGE OF RANTOUL

CAMPBELL ELEVATED TANK
PROFILE VIEW



SECTION A-A



SECTION B-B



EX DOUBLE
OBSTRUCTION LIGHTS

REPLACE MUSHROOM VENT WITH
NEW FROST-FREE, SCREENED
PRESSURE VACUUM VENT

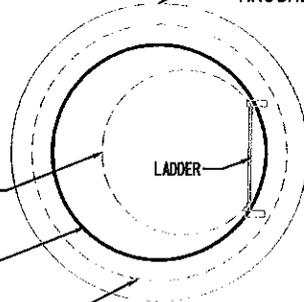
INSTALL NEW 42" TALL GUARD RAIL



ROOF PROFILE

REMOVE EXISTING 24" DIA ACCESS MANWAYS
REPLACE WITH NEW 30" DIA ACCESS MANWAYS

EX STEEL ROOF EDGE
AROUND ACCESS TUBE



PROPOSED 30" DIA MANWAY

EX 24" DIA MANWAY

PROPOSED 30" DIA MANWAY

EX 36" DIA ACCESS TUBE

EX 16" DIA
BASE BEND

EX COMMUNICATIONS PANEL

EX 16" DIA M & H GATE
VALVE 67-F

EX ELECTRICAL PANEL

PROPOSED CATHODIC
PROTECTION PANEL

EX LADDER RUNG

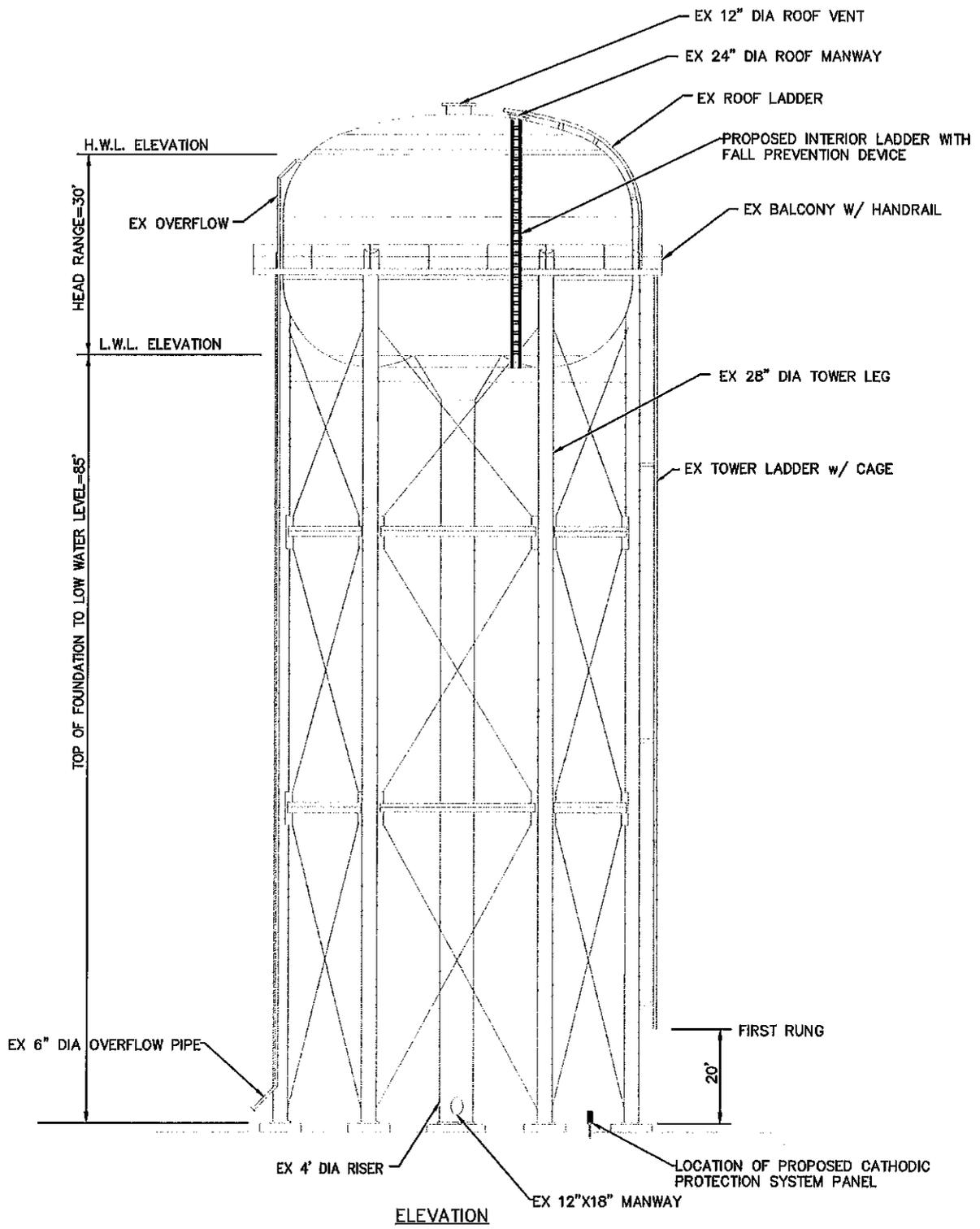
EX SUMP

FOUNDATION PLAN



**BURNS
McDONNELL**

VILLAGE OF RANTOUL
CAMPBELL ELEVATED TANK
ROOF AND FOUNDATION



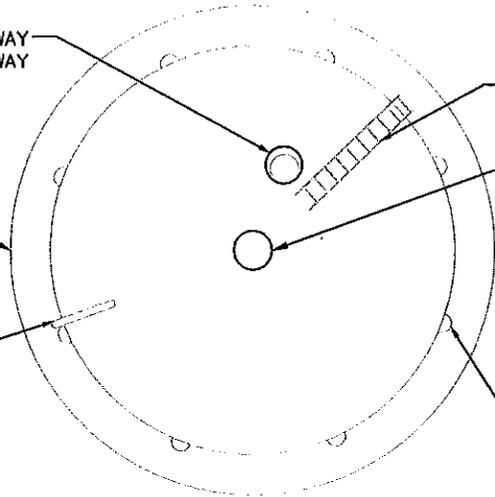
- SUMMARY OF PROPOSED STEEL WORK:
1. REMOVE AND REPLACE EXISTING ROOF VENT.
 2. REMOVE AND REPLACE EXISTING 24" DIA MANWAYS WITH 30" DIA MANWAYS.
 3. INSTALL NEW SCREEN FOR OVERFLOW PIPE.
 4. INSTALL NEW INTERIOR LADDER WITH FALL PREVENTION DEVICE.

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REMOVE EXISTING 24" DIA ACCESS MANWAY
REPLACE WITH NEW 30" DIA ACCESS MANWAY

EX BALCONY w/ HANDRAIL

EX 6" OVERFLOW

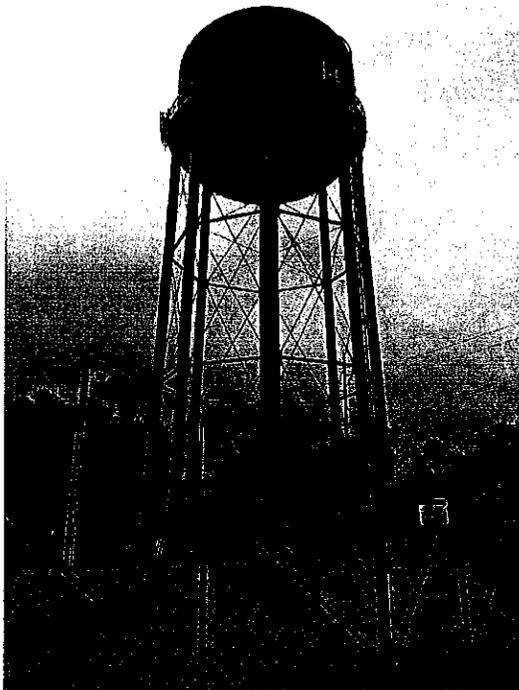


EX EXTERIOR ROOF LADDER

REPLACE 12" DIA VENT WITH
NEW FROST-FREE, SCREENED
PRESSURE VACUUM VENT

EX TOWER LEG

ORIENTATION



ROOF LADDER

TOWER LADDER
w/ CAGE



INSTALL NEW SCREEN OVER
OPENING OF 6" OVERFLOW PIPE

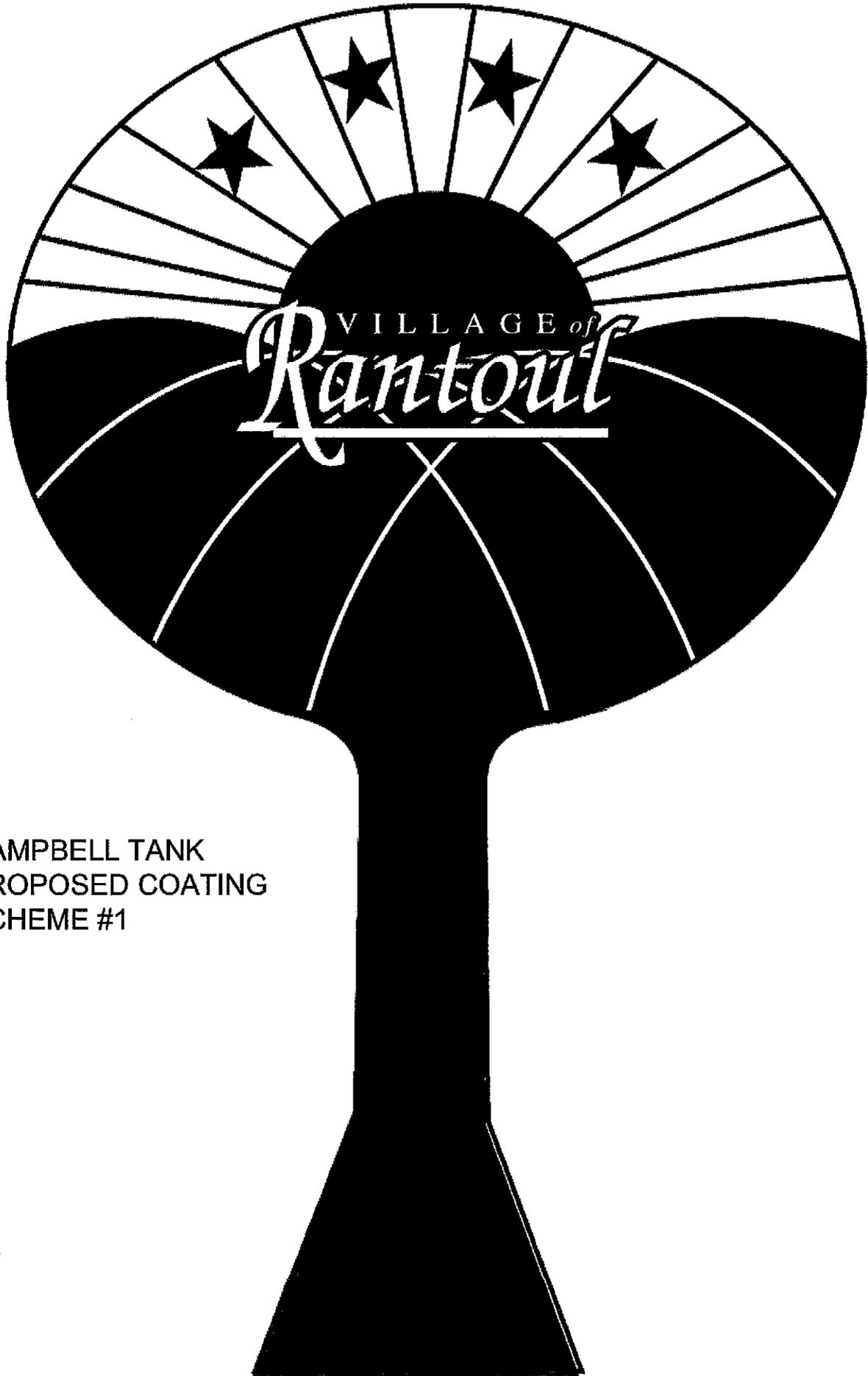
**BURNS
MCDONNELL**

128

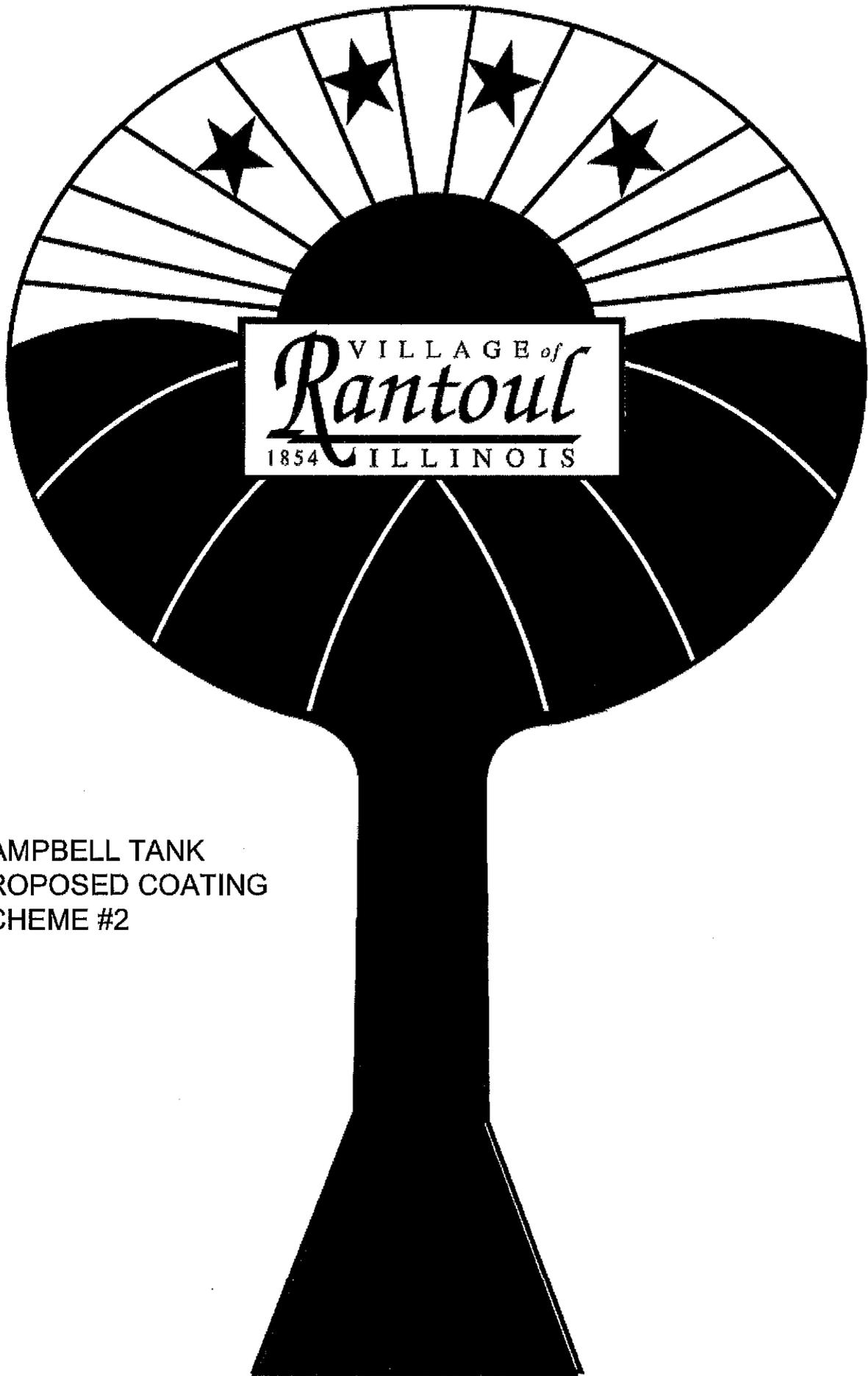
VILLAGE OF RANTOUL

**MAPLEWOOD ELEVATED TANK
PROFILE VIEW**

PAGE 5 OF 5



CAMPBELL TANK
PROPOSED COATING
SCHEME #1



CAMPBELL TANK
PROPOSED COATING
SCHEME #2