



**Rantoul Village Board of Trustees**  
**Regular Study Session**  
**Louis B. Schelling Memorial Board Room**  
**Rantoul Municipal Building**  
**November 6, 2018**  
**6:00 pm**

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*Order of Business*

*Board Packet Page(s)*

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1. Call to Order – Mayor Smith  
Roll Call
  2. Approval of Agenda
  3. Recognition of Janet Gray – recipient of the Municipal Illinois Clerk’s Illian Crabel Clerk of the Year Award for 2018
  4. Presentation of Audit – Greg Manning, Crowe, LLC
  5. Public Participation  
*Citizens wishing to address the Village Board with respect to any item of business listed on the agenda or any matter not appearing on the agenda are asked to sign in with the Village Clerk prior to the meeting. Comments will be limited to three minutes for each speaker.*
  6. Items from the Mayor
    - A) Attorney [Engagement letter](#) – [Resolution No. 11-18-1269](#)
  7. Items from Trustees
  8. Items from the Clerk
    - A) Minutes from Special Board Meeting, [September 4, 2018](#)
    - B) Minutes from Regular Study Session, [September 4, 2018](#)
    - C) Minutes from Regular Board Meeting, [September 11, 2018](#)
    - D) Minutes from Regular Study Session, [October 2, 2018](#)
    - E) Minutes from Regular Board Meeting, [October 9, 2018](#)
    - F) Minutes from Special Board Meeting, [October 23, 2018](#)
- Note: All minutes are drafts until approved at the November 13, 2018 Board Meeting. The Village is required to post the approved minutes on their web site within 30 days of approval.
9. Items from the Administrator
    - A) Agenda planning – discussion of future items
  10. Items from Comptroller
    - A) Approval of Bills and Monthly Financial Reports
    - B) Resolution determining the amounts of money for the [2018 Tax Levy](#)

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*Order of Business*

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11. Items from Public Works
  - A) Intergovernmental Agreement – [Ludlow Township](#) Road District
  - B) Agreement with [Coldwell Banker](#) Devonshire Realty
  - C) Contract with Leander Construction – Water Treatment Plant [Chlorination System](#) Improvements - \$83,871.00
  - D) [Engineering Agreement](#) re Disinfection System at Water Plant
  - E) [Airport Engineering](#) Consultant Services – Hutchison Engineering, Inc.
  - F) Fifth Amendment to [Sales Agreement](#) Hangars 1, 2, 3 & 4; and 1 Aviation Center Drive
  
12. Items from Recreation
  - A) [2014 IDNR](#) PARC Grant
  - B) [2019 OSLAD](#) Grant Program
  
13. Items from Community Development
  - A) Budget Amendment
  
14. 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.*

LAW OFFICES OF

**EVANS, FROEHLICH, BETH & CHAMLEY**

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

KENNETH N. BETH  
JOSEPH P. CHAMLEY

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

JAMES W. EVANS  
RETIRED

KURT P. FROEHLICH  
(1943-2014)

November 1, 2018

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

**Re: Engagement Letter**

Dear Mayor Smith:

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

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

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

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

Charles Smith, Village President  
Page Two  
November 1, 2018

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

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

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

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

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

Very truly yours,

EVANS, FROEHLICH, BETH & CHAMLEY

By: \_\_\_\_\_  
Kenneth N. Beth

KNB/vs

Agreed and accepted this \_\_\_\_ day of October, 2018.

By: \_\_\_\_\_  
Its Village President

**RESOLUTION NO. 11-18-1269**

**A RESOLUTION  
APPROVING AND AUTHORIZING THE EXECUTION  
OF AN ENGAGEMENT LETTER WITH THE VILLAGE ATTORNEY**

**WHEREAS**, the Village President of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) has recommended the engagement of Kenneth N. Beth, of the law firm of Evans, Froehlich, Beth & Chamley, Champaign, Illinois (the “**Attorney**”) as the Village Attorney of the Village, and the Board of Trustees of the Village is willing to provide its advice and consent to such engagement; and

**WHEREAS**, there has been presented to and there is now before this meeting of the President and Board of Trustees (the “**Corporate Authorities**”) of the Village at which this Resolution is adopted the form of a certain Engagement Letter, dated as of July 1, 2017 (the “**Engagement Letter**”) setting forth the terms of such representation of the Village by the Attorney as its Village Attorney.

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

**Section 1.** That the engagement of the Attorney as the Village Attorney of the Village is hereby confirmed, and the form of the Engagement Letter with the Attorney, in substantially the form of the copy of the Engagement Letter which has been presented to and is now before the meeting of the Corporate Authorities at which this Resolution is adopted, be and the same is hereby authorized and approved.

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

**PASSED** this 13th day of November, 2018.

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Village Clerk

**APPROVED** this 13th day of November, 2018.

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Village President

**Rantoul Village Board of Trustees**  
**Special Board Meeting**  
September 4, 2018

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

A Special Meeting of the Board of Trustees of the Village of Rantoul was held immediately following the Study Session at 6:05 P.M. Mayor Charles Smith called the proceeding to order.

**Roll Call**

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

Mayor Charles Smith, and Trustees, Hall, Gamel, Chad Smith, Fox, and Workman - 6.

The following representatives of Village Departments were also present: Rick Snider, Administrator; Pat Chamberlin, Comptroller; Tony Brown, Chief of Police; Ken Waters, Fire Chief; Luke Humphrey, Recreation Department Director; Greg Hazel, Director of Public Works; Jake McCoy Assistant Director of Public Works; Ken Turner, Community Development; Eric Vences, Airport; Joe Chamley, Attorney; and Mike Graham Clerk

**Public Participation**

NONE

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

Motion to affirm appointment of Sherry Johnson a Village Trustee for a term expiring in May of 2019. Trustee Chad Smith moved for approval and Trustee Gamel seconded the motion. The Clerk Called the Roll and the Motion passed by a vote of **5 - 0**.

The Clerk Administered the Oath to the new Trustee Sherry Johnson and Mrs. Johnson took her seat on the Rantoul Village Board of Trustees.

Trustee Fox moved to adjourn the Special meeting and Trustee Chad Smith seconded the motion The Clerk Called the Roll and the motion carried by a vote of **6 - 0**.

Meeting Adjourned: 6:15 P.M.

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Mike Graham  
Village Deputy Clerk

**Approved November 13, 2018**

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Charles Smith  
Village President

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the forgoing minutes are a true and correct copy of the Special Meeting of the Board of Trustees held September 4, 2018 as the same appears on the records of the Village now in my custody and keeping.

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Mike Graham, Village Clerk

**Rantoul Village Board of Trustees  
Regular Study Session  
September 4, 2018  
6:00 P.M.**

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

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

**Roll Call**

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

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

The following representatives of Village Departments were also present: Rick Snider, Administrator; Pat Chamberlin, Comptroller; Tony Brown, Chief of Police; Ken Waters, Fire Chief; Luke Humphrey, Recreation Department Director; Greg Hazel, Director of Public Works; Jake McCoy Assistant Director of Public Works; Ken Turner, Community Development; Eric Vences, Airport; Joe Chamley, Attorney; and Mike Graham Clerk.

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

Jayne DeLuce from the Champaign County Tourism Bureau gave her annual update of the Tourism Bureau's activities for the year.

Scott Amerio, Rantoul Township High School Superintendent gave the Rantoul Village Board an update on the 60/25 Partnership.

**Public Participation**

Mr. Golston spoke.

**Items from the Mayor**

- Affirm Appointment of Jennifer Tucker to the Citizens' Advisory Committee Term to in 2022.
- Liquor Committee recommendation regarding Wine sampling at the Rantoul Farmer's Market.

**Items from Trustees**

Trustee Hall asked about finding a format that would allow the Village to sell some of the vacant lots it has acquired. Rick Snider, Administrator is working with the Village Attorney on options.

Trustee Chad Smith inquired about Storm Drainage procedures.

Trustee Workman inquired about Budget Guidelines.

Trustee Workman inquired about the Central Maintenance Department Software tracking the cost of equipment items and perhaps making the permanent part time position into a full time position. Rick Snider said that was not in the Budget and therefore could not be done at this time.

**Items from the Clerk**

- Minutes from Regular Study Session [August 7, 2018](#)
- Minutes from Special Board Meeting [August 7, 2018](#)
- Minutes from Regular Board Meeting [August 14, 2018](#)
- Minutes from Special Board Meeting [August 28, 2018](#)
- Resolution regarding approval and release of [closed minutes](#)
- [Disposal](#) of Closed Session tapes
- Discussion of Consolidated Election Procedures – Petitions available September 18, 2018
- Discussion of [Elected Official's](#) Compensation
- Discussion of [Certification pay](#) for Clerk and Deputy Clerk

**Items from the Administrator**

- Approval of [C-Carts Contract](#) for Eagle Express

**“NOTE FROM RANTOUL VILLAGE DEPUTY CLERK, UNLESS OTHERWISE SPECIFIED BELOW ALL OF THE AGENDA ITEMS WILL BE TAKEN TO THE REGULAR VILLAGE BOARD MEETING, TUESDAY, September 11, 2018.”**

- Approval of Bills and Monthly Financial Reports.
- Ordinance amending Section 40-446 and 40-453 of [Chapter 40](#)
- [Motor Fuel Tax](#) Allotment
- Street [Truck Purchase](#)
- Amendment to Hanger [Sale Agreement](#)
- Amendment to intergovernmental agreement for Rantoul Township High [School Resource Officer](#)

Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 6, to consider the setting of a price for sale or lease of property owned by the public body

AND

Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 1, to consider the employment, compensation, discipline, performance, of dismissal of and employee

Trustee Fox moved to enter into Closed Executive Session and Trustee Workman seconded the motion.

The Rantoul Village Board entered into Closed Executive Session at 8:32 P.M.

The Rantoul Village Board returned into Open Session at 10:45 P.M.

**Adjournment**

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

MEETING ADJOURNED AT 10:46 P.M.

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Mike Graham  
Village Clerk

**APPROVED November 13, 2018**

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Charles Smith  
Village President

**ATTEST:**

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Mike Graham  
Village Clerk

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois do hereby certify that the foregoing minutes are a true and correct copy of the Regular Study Session of the Board of Trustees held September 4, 2018, as the same appears on the records of the Village now in my custody and keeping.

---

Mike Graham  
Village Clerk

**Rantoul Village Board of Trustees**  
**Regular Board Meeting**  
September 11, 2018

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

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

**Invocation & Pledge of Allegiance**

The Invocation was given by Pastor Albert Bennett Bible Baptist Church, opening the meeting with a prayer. Following the invocation, Trustee Fox led the audience in recitation of the Pledge of Allegiance.

**Roll Call**

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

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

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

**Approval of Agenda**

Trustee Chad Smith to approve the agenda amended by the deletion of Item No. 14 for the meeting. Trustee Hall seconded the motion. The Clerk Called the Roll and the motion carried **6 - 0**.

Nadine Frerichs spoke about the National Night Out on September 19, 2018

New Police Officers: Ashley Lyn Butt, Alberto Gauna and Alejandro Carbajal were then sworn in as Official Police Officers to the Rantoul Police Department.

**Public Participation**

Nick Medine and Ashley Dawson Managers at the two Subway restaurants spoke about their willingness to help Rantoul with any Public Events.

Mr. Golston Spoke.

Kristian Hopkins, Director of the Big Brothers and Big Sisters updated the Board on the organization programs and progress

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

Motion to approve the Consent Agenda by Omnibus Vote. Trustee Hall moved for approval and trustee Fox seconded the motion.

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

Motion to authorize and approve [revised agreement](#) with RTAG/CCRPC/CUMTD for Eagle Express Transportation service. Trustee Johnson moved for approval and Trustee Hall seconded the motion.

Motion to authorize and approve purchase of Street & System Division 2019 Ford [F-250 Truck](#) from Shields Auto Group - \$31,275.00. Trustee Fox moved for approval and Trustee Hall seconded the motion.

Motion to pass [Ordinance No. 2582](#), AN ORDINANCE SUPPLEMENTING AND AMENDING SECTIONS 40-446 AND 40-453 OF ARTICLE VII OF [CHAPTER 40](#) OF THE RANTOUL CODE. Trustee Chad Smith moved for approval and Trustee Johnson seconded the motion.

Motion to pass [Ordinance No. 2586](#), AN ORDINANCE SUPPLEMENTING AND AMENDING SECTIONS 4-63, 4-64, 4-65 AND 4-68 OF ARTICLE III OF CHAPTER 4 OF THE RANTOUL CODE. Trustee Chad Smith moved for approval and Trustee Fox seconded the motion.

Motion to pass [Ordinance No. 2587](#), AN ORDINANCE AMENDING THE PAY PLAN IN CONNECTION WITH VILLAGE CLERK & DEPUTY CLERK [CERTIFICATION PAY](#). Trustee Chad Smith moved to approve and Trustee Hall seconded the motion.

Motion to pass [Ordinance No. 2588](#), AN ORDINANCE AUTHORIZING AND APPROVING AN AMENDMENT TO A [CONTRACT FOR THE SALE](#) OF REAL ESTATE, SECOND AMENDED AND RESTATED OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS (735, 801, and 909 Pacesetter Drive and 1 Aviation Center Drive). Trustee Gamel moved for approval and Trustee Fox seconded the motion.

Motion to pass [Resolution No. 9-18-1264](#), A RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY THE MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE. Trustee Hall moved for approval and Trustee Fox seconded the motion.

Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 16, for self-evaluation, practices or procedures or profession ethics, when meeting with a representative of a statewide association of which the public body is a member. Trustee Gamel moved to enter into closes session and Trustee Johnson seconded the motion.

AND

Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 1, to consider the employment, compensation, discipline, performance, or dismissal of an employee.

The Rantoul Village Board entered into Closed Executive Session at 6:40 P.M.

The Rantoul Village Board returned to Open Session at 9:35 P.M.

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

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

Meeting Adjourned: 9:36 P.M.

**Approved November 13, 2018**

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Charles Smith  
Village President

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the forgoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held September 11, 2018 as the same appears on the records of the Village now in my custody and keeping.

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Mike Graham, Village Clerk

**Rantoul Village Board of Trustees  
Regular Study Session  
October 2, 2018  
6:00 P.M.**

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

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

**Roll Call**

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

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

The following representatives of Village Departments were also present: Rick Snider, Administrator; Pat Chamberlin, Comptroller; Tony Brown, Chief of Police; Ken Waters, Fire Chief; Luke Humphrey, Recreation Department Director; Greg Hazel, Director of Public Works; Jake McCoy Assistant Director of Public Works; Ken Turner, Community Development; Eric Vences, Airport; Joe Chamley, Attorney; and Mike Graham Clerk.

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

**Public Participation**

NONE

**Items from the Mayor**

- The Mayor spoke about civility at all public meetings of the Rantoul Village Board.
- Amended Revised Rantoul Township High School Resource Officer [agreement](#) which was discussed at the September 4, 2018 study session but was omitted from the Regular Meeting Agenda in error.
- The Mayor then called on Pat Chamberlin who explained there would be a special amnesty period from October 8, 2018 - October 10, 2018 on all past due Storm Drainage Tax due.

**Items from Trustees**

Trustee Fox read a Letter from Kellie Wahl thanking the Rantoul Village Board for their cooperation in changing the Liquor Ordinance with respect to Wine tasting at the Rantoul Farmers Market.

**Items from the Clerk**

- Minutes from Special Board Meeting [September 4, 2018](#)
- Minutes from Regular Study Session [September 4, 2018](#)
- Minutes from Regular Board Meeting [September 11, 2018](#)

- Amending [Public Participation rules](#).

**“NOTE FROM RANTOUL VILLAGE DEPUTY CLERK, UNLESS OTHERWISE SPECIFIED BELOW ALL OF THE AGENDA ITEMS WILL BE TAKEN TO THE REGULAR VILLAGE BOARD MEETING, TUESDAY, October 9, 2018.”**

- Retirement Health Savings Plan – [Resolution 10-18-1265](#).
- Approval of Bills and Monthly Financial Reports.
- [Acceptance of Deeds](#).
- Fourth Amendment to [Sales Agreement](#) (Grissom Hall Hanger)

Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 6, to consider the setting of a price for sale or lease of property owned by the public body

AND

Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 1, to consider the employment, compensation, discipline, performance, of dismissal of and employee

Trustee Fox moved to enter into Closed Executive Session and Trustee Johnson seconded the motion.

The Rantoul Village Board entered into Closed Executive Session at 6:40 P.M.

The Rantoul Village Board returned into Open Session at 7:37 P.M.

**Adjournment**

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

MEETING ADJOURNED AT 7:41 P.M.

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Mike Graham  
Village Clerk

**APPROVED November 13, 2018**

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Charles Smith  
Village President

**ATTEST:**

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Mike Graham  
Village Clerk

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois do hereby certify that the foregoing minutes are a true and correct copy of the Regular Study Session of the Board of Trustees held October 2, 2018, as the same appears on the records of the Village now in my custody and keeping.

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Mike Graham  
Village Clerk

**Rantoul Village Board of Trustees**  
**Regular Board Meeting**  
October 9, 2018

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

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

**Invocation & Pledge of Allegiance**

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

**Roll Call**

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

Mayor Smith and Trustees, Hall, Chad Smith, Fox, Johnson and Workman - 6.

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

**Approval of Agenda**

Trustee Hall moved to approve the agenda for the meeting. Trustee Fox seconded the motion. The Clerk Called the Roll and the motion carried **5 - 0**.

**Public Participation**

Debra Sweat expressed her displeasure with the Rantoul Village Board by changing the applicant requirements for the Administrative Officer Position.

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

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

Motion to authorize and approve [Public Participation Rules](#), Rule IX of Board Rules. Trustee Chad Smith moved for approval and Trustee Johnson seconded the motion.

Motion to authorize and approve purchase of [underground cable](#) from Anixter in the amount of \$29,607.50. Trustee Johnson moved for approval and Trustee Hall seconded the motion.

Motion to pass [Ordinance No. 2589](#), AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE OF REAL ESTATE, OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS AND CERTAIN RELATED LEASE AGREEMENTS IN CONNECTION THEREWITH (735, 801, 909, 1011 Pacesetter Drive and 1 Aviation Center Drive). Trustee Workman moved for approval and Trustee Hall seconded the motion.

Motion to pass [Resolution No. 10-18-1265](#), A RESOLUTION OF AUTHORIZATION TO INCLUDE COMPENSATION DIRECTED INTO A RETIREMENT HEALTH [SAVINGS PLAN](#) AS IMRF EARNINGS. Trustee Fox moved for approval and Trustee Hall seconded the motion.

Motion to pass [Resolution No.10-18-1266](#), A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT CONCERNING THE APPOINTMENT TO THE POSITION OF ADMINISTRATIVE OFFICER OF THE VILLAGE OF RANTOUL, ILLINOIS AND SPECIFYING THE COMPENSATION AND OTHER BENEFITS IN CONNECTION WITH SUCH APPOINTMENT. Trustee Johnson moved to approve and Trustee Workman seconded the motion.

Motion to pass [Resolution No. 10-18-1267](#), A RESOLUTION AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT IN CONNECTION WITH A [SCHOOL RESOURCE OFFICER](#) (Rantoul Township High School District No. 193). Trustee Johnson moved for approval and Trustee Hall seconded the motion.

Motion to pass [Resolution No. 10-18-1268](#), A RESOLUTION ACKNOWLEDGING DELIVERY OF A CERTAIN [QUIT CLAIM DEED](#) FROM THE UNITED STATES AND AUTHORIZING ACCEPTANCE THEREOF (Parcels D-2, D-3, and D-5 at the Former Chanute Air Force Base). Trustee Hall moved for approval and Trustee Fox seconded the motion.

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

The Clerk called the Roll and the motion passed **5 – 0**.

Meeting Adjourned: 6:20 P.M.

**Approved November 13, 2018**

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Charles Smith  
Village President

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the forgoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held October 9, 2018 as the same appears on the records of the Village now in my custody and keeping.

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Mike Graham, Village Clerk

**Rantoul Village Board of Trustees**  
**Special Board Meeting**  
October 23, 2018

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

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

**Roll Call**

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

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

The following representatives of Village Departments were also present: Rick Snider, Administrator; Pat Chamberlin, Comptroller; and Mike Graham Clerk.

**Public Participation**

NONE

Motion to approve the internal loan for the Rantoul Public Library roof project. Trustee Gamel moved for approval and Trustee Fox seconded the motion.

The Clerk Called the Roll:

YEAS: Gamel, Fox, Johnson and Workman – **4**.

NAYS: Hall, Chad Smith – **2**.

ABSENT: NONE.

The motion carried by a vote or **4 – 2**.

Trustee Fox moved to adjourn the Special meeting and Trustee Johnson seconded the motion The Clerk Called the Roll and the motion carried by a vote of **6 – 0**..

Meeting Adjourned: 6:10 P.M.

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Mike Graham  
Village Clerk

**Approved November 13, 2018**

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Charles Smith  
Village President

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the forgoing minutes are a true and correct copy of the Special Meeting of the Board of Trustees held October 23, 2018 as the same appears on the records of the Village now in my custody and keeping.

---

Mike Graham, Village Clerk

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

**PAGE 1 OF 1**

<b>ITEM: TAX LEVY</b>	<b>DEPARTMENT: FINANCE</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT: \$1,448,720</b>
<b>ATTACHMENTS:</b> <input type="checkbox"/> <b>ORDINANCE</b> <input type="checkbox"/> <b>RESOLUTION</b> <input type="checkbox"/> <b>OTHER (See Summary Highlights)</b> <input type="checkbox"/> <b>SUPPORTING DOCUMENTS</b>	<b>DATE: November 6, 2018</b>
<p><b>SUMMARY HIGHLIGHTS:</b> The annual tax levy must be approved and filed with the County Clerk in December of each year. Revenue from the tax levy is used for funding Library Operations, IMRF expenses and for the Police Pension Fund required actuarial contribution and bond payment.</p> <p>The Library has submitted a levy request that is \$19,220 more than last year. The amount requested this year is \$473,720. The police pension contribution has decreased by \$12,000 and the IMRF rate has increased by \$48,000.</p> <p>For the Police Pension Fund, the Village will be contributing the employer normal cost of \$277,852 which comes from property taxes of \$72,000 and the remaining balance from the Police Pension Tax that is charged to utility customers in the Village.</p> <p>Based on updated information from the County, the estimate for the total Equalized Assessed Valuation (EAV) will increase by 2.35% from last year. This will create a rate of approximately \$1.5890. It is projected that the property tax levy rate will increase by 1.18%.</p> <p>Attached is the breakdown of this year's proposed levy compared to last year. Also attached is the request from the Rantoul Police Pension Fund with their request for funding from the Village. The Rantoul Public Levy request is attached as well.</p>	
<b>RECOMMENDED ACTION:</b> Approve the tax levy at \$1,448,720 including the estimated Library and Police Pension bond amounts.	
<b>DEPARTMENT HEAD APPROVAL:</b> 	<b>VILLAGE ADMINISTRATOR:</b>

**VILLAGE OF RANTOUL 2018 PROPERTY TAX LEVY RECOMMENDATION**

**EAV**  
\$89,076,460  
Library \$89,076,460

**SUMMARY**

- 1) ESTIMATED CHANGE IN EAV IS 2.35%
- 2) TOTAL LEVY AMOUNT INCREASES \$62,927
- 3) VILLAGE RATE ESTIMATED TO BE \$1.5890
- 4) POLICE PENSION LEVY INCREASE \$36,000
- 5) LIBRARY LEVY INCREASES \$18,220
- 6) EFFECT ON CORPORATE FUND COMPARED TO LAST YEAR,  
\$48,000 CHANGE TO CORPORATE (IMRF & FICA)

	<b>EST. EAV</b>
Village	\$91,173,931
Library	\$91,173,931

**2017 LEVY**

**2018 LEVY**

	2017 LEVY	2017 RATE	2017 EXTENSION	% OF TOTAL LEVY	2018 LEVY	2018 RATE	2018 EXTENSION	% OF TOTAL LEVY
<b>I. LIBRARY LEVY</b>								
BOND	\$77,000	\$0.0900	\$79,506.44	5.32%	\$78,000	\$0.0856	\$77,220.00	5.38%
LIBRARY	\$455,500	\$0.5156	\$455,483.54	31.44%	\$473,720	\$0.5196	\$468,982.80	32.70%
<b>SUBTOTAL</b>	<b>\$532,500</b>	<b>\$0.6056</b>	<b>\$534,989.98</b>	<b>38.21%</b>	<b>\$551,720</b>	<b>\$0.6051</b>	<b>\$546,202.80</b>	<b>38.08%</b>
					<b>\$19,220 CHANGE</b>			
<b>II. RETIREMENT LEVYS</b>								
IMRF	\$0	\$0.0000	\$0.00	0.00%	\$48,000	\$0.0526	\$47,520.00	3.31%
FICA	\$0	\$0.0000	\$0.00	0.00%	\$0	\$0.0000	\$0.00	0.00%
POLICE PENSION BOND	\$775,184	\$0.8787	\$776,336.17	53.51%	\$777,000	\$0.8522	\$769,230.00	53.63%
<b>SUBTOTAL</b>	<b>\$775,184</b>	<b>\$0.8787</b>	<b>\$776,336.17</b>	<b>55.63%</b>	<b>\$825,000</b>	<b>\$0.9049</b>	<b>\$816,750.00</b>	<b>56.95%</b>
					<b>\$49,816 CHANGE</b>			
<b>III. CORPORATE FUND</b>								
PARKS & RECREATION	\$0	\$0.0000	\$0.00		\$0	\$0.0000	\$0.00	0.00%
CORPORATE	\$85,816	\$0.0860	\$75,972.82		\$72,000	\$0.0790	\$71,280.00	4.97%
<b>SUBTOTAL</b>	<b>\$85,816</b>	<b>\$0.0860</b>	<b>\$75,972.82</b>	<b>6.16%</b>	<b>\$72,000</b>	<b>\$0.0790</b>	<b>\$71,280.00</b>	<b>4.97%</b>
					<b>(\$13,816) CHANGE</b>			
<b>TOTAL ALL LEVYS</b>	<b>\$1,393,500</b>	<b>\$1.5704</b>	<b>\$1,387,298.97</b>	<b>100.00%</b>	<b>\$1,448,720</b>	<b>\$1.5890</b>	<b>\$1,434,232.80</b>	<b>100.00%</b>
<b>LESS BONDS</b>	<b>\$77,000</b>		<b>\$79,506.44</b>		<b>\$78,000</b>		<b>\$77,220.00</b>	
	<b>\$1,316,500</b>		<b>\$1,307,792.53</b>		<b>\$1,370,720</b>		<b>\$1,357,012.80</b>	
					<b>CHANGE \$62,927</b>			

% CHANGE 4.8117%  
(LEVY OVER PREVIOUS EXTENSION)

\$100,000 HOME WITH \$6,000 HOMESTEAD EXEMPTION =	\$429.20	\$100,000 HOME WITH \$6,000 HOMESTEAD EXEMPTION =	\$434.26
		CHANGE	\$5.07
\$100,000 HOME WITH \$10,000 HOMESTEAD	\$366.38	\$100,000 HOME WITH \$10,000 HOMESTEAD & SR EXEMP	\$370.71
		CHANGE	\$4.32

The village property tax is only a portion of the overall tax bill.  
Last year, the village's portion of the total tax bill was 13.10%.

# *Rantoul Police Pension Fund*

*109 E. Grove Street  
Rantoul, Illinois 61866*

<i>President</i>	<i>Marcus Beach</i>
<i>Vice President</i>	<i>Matthew Bras</i>
<i>Secretary</i>	<i>Green McMorris</i>
<i>Asst. Secretary</i>	<i>Michael Tuttle</i>
<i>Trustee</i>	<i>Mike Daugherty</i>
<i>Treasurer</i>	<i>Pat Chamberlin</i>

*Telephone (217)893-0988  
Fax (217)893-9556*

Pat Chamberlin:

October 24, 2018

On October 23, 2018, the Rantoul Police Pension Board met to discuss the tax levy. The board consulted with Lauterbach and Amen, LLP, our actuarial firm, and reviewed their report. We voted and decided our levy request would be \$277,852.00.

Respectfully,



Marcus R. Beach  
President of the Pension Board

**Pat Chamberlin**

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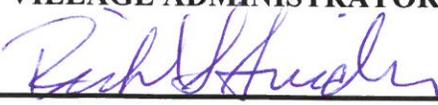
**From:** Holly Thompson <hollysrpl@gmail.com>  
**Sent:** Thursday, October 18, 2018 3:55 PM  
**To:** Pat Chamberlin  
**Subject:** Finally answering

Dear Pat,

Sorry it took me so long to get back to you from this morning. Here is what we are requesting for the tax levy: Our current year's estimated property tax is 455,500. We are asking for a 4% increase, which will be \$473,720.

--  
Holly Thompson, Library Director  
Rantoul Public Library  
106 W. Flessner Ave.  
Rantoul, IL 61866  
217-893-3955

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE OF
<b>ITEM: Intergovernmental Agreement – Ludlow Township Road District</b>	<b>DEPARTMENT: Public Works</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT: \$1310.24/year</b>
<b>ATTACHMENTS:</b> <input type="checkbox"/> <b>ORDINANCE</b> <input type="checkbox"/> <b>RESOLUTION</b> <input checked="" type="checkbox"/> <b>OTHER (See Summary Highlights)</b> <input checked="" type="checkbox"/> <b>SUPPORTING DOCUMENTS</b>	<b>DATE: October 23, 2018</b>
<p><b>SUMMARY HIGHLIGHTS:</b></p> <p>This Agenda item provides for the approval of an Intergovernmental Agreement between the Village of Rantoul and the Ludlow Township Road District. This agreement provides for the on-going snow plowing and maintenance of the oil and chip roadways which fall on the fringe areas of the community. These are typically lightly-traveled by Rantoul residents and the Townships are better equipped to repair and maintain these type of roadway surfaces.</p> <p>A draft of the proposed Intergovernmental Agreement is attached. The agreement provides that the maintenance for the following Village roadways would be assumed by the Township District:</p> <ul style="list-style-type: none"> <li>• N. Murray Road (CR1500E), from the Canadian National Railroad Spur to Cemetery Road (CR3050N) a distance of 660.88' (0.01252miles);</li> <li>• Cemetery Road (CR3050N) from N. Murray Road (CR1500E) to N. Ohio Avenue a distance of 4955.65' (0.9386miles). This distance is identified at the existing Village improved-pavement transition a distance of 190' west of the centerline of N. Ohio Avenue.</li> </ul> <p>The maintenance of the following Township District roadway would be assumed by the Village of Rantoul:</p> <ul style="list-style-type: none"> <li>• N. Ohio Avenue from the exiting corporate limits to the southern edge of 3100N a distance of 294.95' (0.056 miles).</li> </ul> <p>This agreement is in an effort to streamline snow plowing and to improve the on-going maintenance of the oil and chip roadways which fall on the fringe of the community. The Ludlow Township would assume this maintenance in exchange for the average annual Illinois State Motor Fuel Tax received (\$1,300/mile) or a total of \$1310.24. This agreement would be for a ten (10) year period.</p>	
<p><b>RECOMMENDED ACTION:</b> Authorize the approval of an Intergovernmental Agreement between the Village of Rantoul and the Ludlow Township Road District which provides for the on-going maintenance of certain roadways on the fridge areas of the community; and will be maintained by Ludlow Township in exchange for the average annual Illinois State Motor Fuel Tax received (\$1,300/mile) or a total of \$1310.24 per year.</p>	
<p><b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E.</p> 	<p><b>VILLAGE ADMINISTRATOR:</b></p> 
<b>AGENDA PAGE NUMBER:</b>	

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE OF
<b>ITEM: Intergovernmental Agreement</b>	<b>DEPARTMENT: Public Works</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT: \$3,289.00/year</b>
<b>ATTACHMENTS:</b> <input type="checkbox"/> <b>ORDINANCE</b> <input type="checkbox"/> <b>RESOLUTION</b> <input checked="" type="checkbox"/> <b>OTHER (See Summary Highlights)</b> <input checked="" type="checkbox"/> <b>SUPPORTING DOCUMENTS</b>	<b>DATE: September 20, 2017</b>
<p><b>SUMMARY HIGHLIGHTS:</b></p> <p>This Agenda item provides for the approval of an Intergovernmental Agreement between the Village of Rantoul and Rantoul Township Road District. In July, a Jurisdictional Transfer (which included S Murray Road) was proposed, which would have allowed for the exchange of roadways between the Village and the Township. Upon submittal to Illinois Department of Transportation (IDOT), it was determined that such an exchange (Jurisdictional Transfer) would not meet all the necessary IDOT requirements, but an Intergovernmental Agreement was permissible.</p> <p>A draft Intergovernmental Agreement is attached, which provides that the maintenance for the Village's Chandler Road extended (from S Perimeter Road to 1800E – 1.53 miles) and a portion of 1800E (1/2 mile north &amp; south of 2800N – 1.0 mile) be maintained by Rantoul Township in exchange for the average annual Illinois State Motor Fuel Tax received (\$1,300/mile) or a total of \$3,289.00 per year. This agreement would be for a ten (10) year period.</p> <p>This agreement is in an effort to streamline snow plowing and to improve the on-going maintenance of the oil and chip roadways which fall on the fringe of the community. These are typically lightly-traveled by Rantoul residents and the Townships are better equipped to repair and maintain these type of roadway surfaces.</p>	
<p><b>RECOMMENDED ACTION:</b> Authorize the approval of an Intergovernmental Agreement between the Village of Rantoul and Rantoul Township which provides for the Village's Chandler Road extended (from S Perimeter Road to 1800E – 1.53 miles) and a portion of 1800E (1/2 mile north &amp; south of 2800N – 1.0 mile) be maintained by Rantoul Township in exchange for the average annual Illinois State Motor Fuel Tax received (\$1,300/mile) or a total of \$3,289.00 per year.</p>	
<p><b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E.</p>	<p><b>VILLAGE ADMINISTRATOR:</b></p>
<p><b>AGENDA PAGE NUMBER:</b></p>	

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF RANTOUL AND THE  
LUDLOW TOWNSHIP ROAD DISTRICT CONCERNING THE MAINTENANCE OF MURRAY  
ROAD (CR 1500E); CEMETERY ROAD (CR 3050N); and N. OHIO AVENUE (1600E)

This Agreement is entered into by and between the Village of Rantoul, Illinois (“Village”) and Ludlow Township Road District (“District”), in consideration of the following terms and conditions and the mutual advantages, which both parties hereby acknowledge are expected to result therefrom.

WHEREAS, Section 10 of Article 7 of the 1970 Constitution of the State of Illinois authorized the District and the County, as units of local government, to contract, share services and transfer powers and functions to and with each other in any manner not prohibited by law; and

WHEREAS, the responsibility to maintain certain roads and highways located within the jurisdiction of the District and the Village rests with those entities; and

WHEREAS, the Village is responsible for the maintenance of N. Murray Road (CR1500E), from the Canadian National Railroad Spur to Cemetery Road (CR3050N) a distance of 660.88’ (0.01252miles); and Cemetery Road (CR3050N) from N. Murray Road (CR1500E) to N. Ohio Avenue a distance of 4955.65’ (0.9386miles). Maintenance of these roadways include road surface maintenance, mowing the right-of-ways, snow removal and de-icing and all other responsibilities which are included in maintaining the roadway in a safe manner for the traveling public; and

WHEREAS, Ludlow Township is responsible for the maintenance of N. Ohio Avenue from the exiting Village of Rantoul corporate limits to the southern edge of 3100N a distance of 294.95’ (0.056 miles); and

WHEREAS, the average annual amount of the Illinois State Motor Fuel Tax received by Ludlow Township Road District to maintain roads is \$1300/mile; and

WHEREAS, it is in the best interest of the public for Ludlow Township to assume maintenance of these certain roadways totaling 5616.53’ (1.064 miles); and

WHEREAS, it is in the best interest of the public for the Village of Rantoul to assume maintenance of other certain roadways totaling 294.95’ (0.056 miles); and

WHEREAS, both parties have an interest in the timely and efficient maintenance of said Road; and

WHEREAS, due to the Roads connection and proximity to several roads maintained by the District it makes it logical for the Township to assume maintenance of these certain roads; while the Village assumes maintenance of a section of N. Ohio Avenue.

NOW, THEREFORE, it is hereby agreed by the District and the Village as follows:

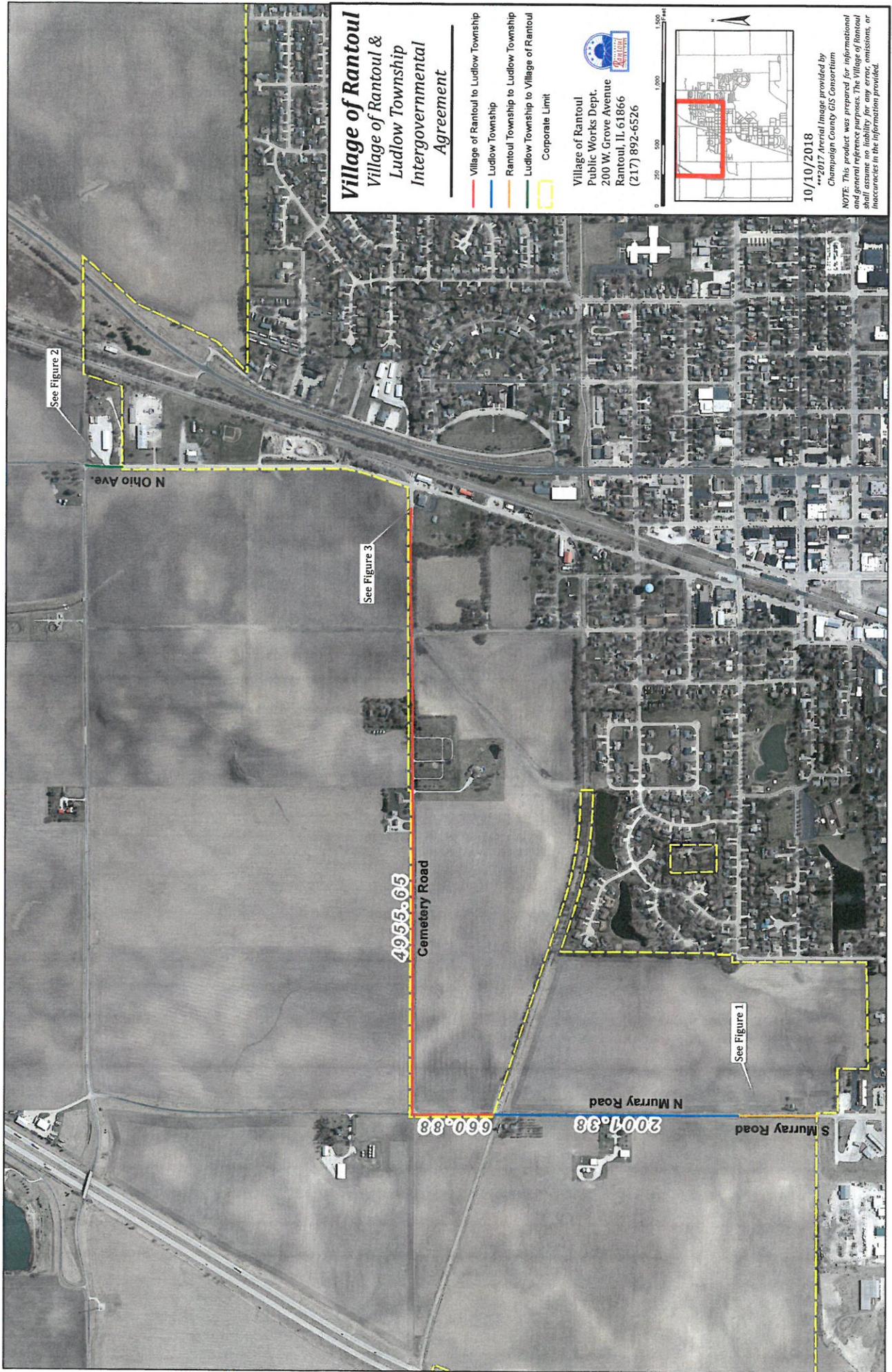
1. The foregoing recitals are hereby incorporated into and made a part of this agreement.
2. The District shall assume responsibility for maintenance of N. Murray Road (CR1500E), from the Canadian National Railroad Spur to Cemetery Road (CR3050N) a distance of 660.88' (0.01252miles);
3. The District shall assume responsibility for maintenance of Cemetery Road (CR3050N) from N. Murray Road (CR1500E) to N. Ohio Avenue a distance of 4955.65' (0.9386miles). This distance is identified at the existing Village improved-pavement transition a distance of 190' west of the centerline of N. Ohio Avenue;
4. The Village shall assume responsibility for maintenance of N. Ohio Avenue from the exiting corporate limits to the southern edge of 3100N a distance of 294.95' (0.056 miles);
5. The Village will pay the District \$1300/mile, a total of \$1310.24 per year for maintenance of these roads.  $\$1300/\text{mile} \times (660.88' + 4955.65' - 294.95') / 5280' = \$1310.24$ .
6. The \$1310.24 shall be full compensation for this agreement from the Village of Rantoul to Ludlow Road District and will be paid soon after the approval of the Village's fiscal year (May 1<sup>st</sup>).
7. The District agrees to indemnify and hold harmless the Village for any injury or damage to person or property resulting from the District's performance or non-performance of the conditions contained herein.
8. The Village agrees that the District will assume no financial obligation to control or redirect the storm water flow extending off South Murray road traveling northeast across the agricultural field during the duration of this agreement.
9. This agreement shall be in effect the date of the last party to sign the agreement and shall stay in effect for 10 years from that date.

LUDLOW TOWNSHIP ROAD DISTRICT

VILLAGE OF RANTOUL

By: \_\_\_\_\_  
Highway Commissioner

By: \_\_\_\_\_  
Village President



# Village of Rantoul & Ludlow Township Intergovernmental Agreement

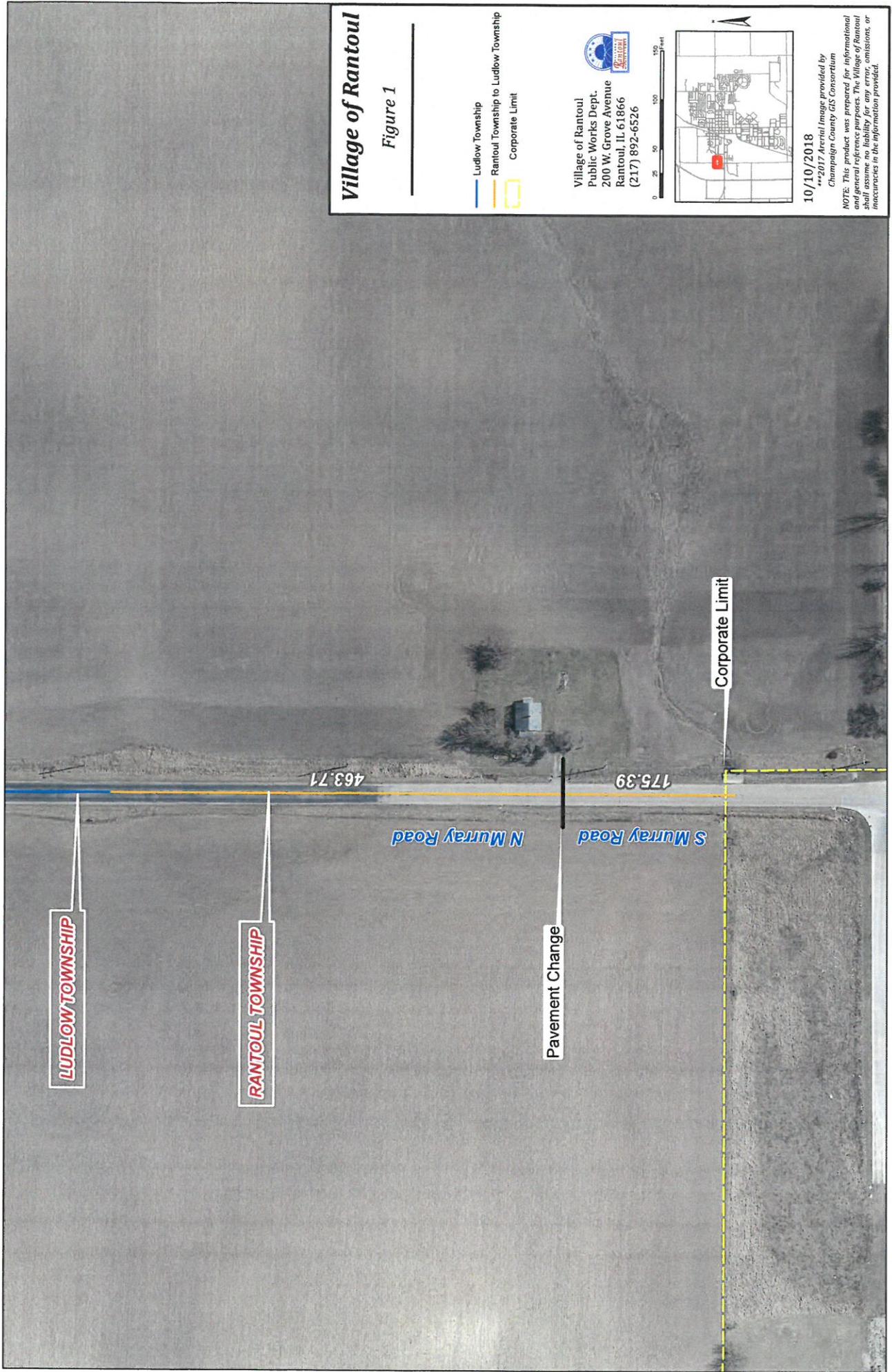
- Village of Rantoul to Ludlow Township
- Ludlow Township
- Rantoul Township to Ludlow Township
- Ludlow Township to Village of Rantoul
- Corporate Limit

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



10/10/2018

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



# Village of Rantoul

Figure 1

- Ludlow Township
- Rantoul Township to Ludlow Township
- Corporate Limit

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



10/10/2018  
 2017 Aerial Image provided by  
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LUDLOW TOWNSHIP

RANTOUL TOWNSHIP

Pavement Change

Corporate Limit

463.71

175.39

N Murray Road

S Murray Road





# Village of Rantoul

Figure 3

— Village of Rantoul to Ludlow Township  
 Corporate Limit

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



10/10/2018  
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**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

<b>AGENDA ITEM</b>	<b>PAGE ___ OF ___</b>
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<b>ITEM: Realtor Agreement with Coldwell Banker Devonshire Realty Update &amp; Renewal</b>	<b>DEPARTMENT: Public Works – Airport, EDC &amp; Village</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT:</b>
<b>ATTACHMENTS:</b> ( ) ORDINANCE ( ) RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	<b>DATE: October 29, 2018</b>
<p><b>SUMMARY HIGHLIGHTS:</b>            This Agenda item updates the list of Village buildings / properties included in the Realtor Listing Agreement with Coldwell Banker Devonshire Realty; and renews the existing Realtor Listing Agreement through February 28, 2020, for the marketing (lease and/or sale) of various Airport, Economic Development Conveyance (EDC), and Village properties.</p> <p>The Airport properties listed for lease and/or sale include the following:            Building 26, Building 20 (AT&amp;T), Building 96 (Jackson Hall), Hangar 1, Hangar 2, Hangar 3, Building 62 (501 Condit), Building 61 (505 Condit).</p> <ul style="list-style-type: none"> <li>• <i>Include Hangar 4 into the agreement as a “sell/lease” property.</i></li> </ul> <p>The EDC Property listed for lease and/or sale include the following:            Building 68 (Rantoul Business Center)</p> <ul style="list-style-type: none"> <li>• <i>No changes proposed.</i></li> </ul> <p>The Village Property listed for sale include the following:</p> <ul style="list-style-type: none"> <li>• <i>Include 301 N. Century Blvd (Former Rantoul Motel site)</i></li> </ul> <p>The attached map identifies the various building/property locations. This agreement will be commission-fee based and will extend through February 28, 2020.</p>	
<b>RECOMMENDED ACTION:</b> Authorize the update and renewal of the Realtor Listing Agreement with Coldwell Banker Devonshire Realty for the marketing (lease and/or sale) of various Airport and Economic Development Conveyance (EDC) properties.	
<b>DEPARTMENT HEAD APPROVAL:</b> Eric Vences <i>EV</i> G. Gregory Hazel, P.E. <i>gh</i>	<b>VILLAGE ADMINISTRATOR:</b>
<b>AGENDA PAGE NUMBER:</b>	



**COLDWELL BANKER COMMERCIAL  
DEVONSHIRE REALTY**

Mailing Address: P. O. Box 140  
201 W. Springfield, 11<sup>th</sup> Floor  
Champaign, IL 61824-0140  
(217) 352-7712 OFFICE  
(217) 403-3440 FAX  
email: [ajt@cbcdr.com](mailto:ajt@cbcdr.com)

October 29, 2018

Charles Smith  
c/o Eric Vences

Via Email: Eric Vences ([EVences@village.rantoul.il.us](mailto:EVences@village.rantoul.il.us))

RE: See Exhibit A

The Listing Agreement for the referenced property has expired or will be expiring soon. Please review the following information and if this meets with your approval, please sign and return to our office either by mail, email, or fax. If you have any questions, please do not hesitate to contact me. Thank you for your prompt attention.

***LISTING AGREEMENT EXTENSION AND/OR PRICE/STATUS CHANGE***

I/we the undersigned Owner/Owners of the property described above, listed for sale or lease through Coldwell Banker Commercial Devonshire Realty, do hereby request:

- That the term of said Listing Agreement be extended to and including **2/28/20.**
- That the listed price of \_\_\_\_\_ be changed to read \_\_\_\_\_.
- Other Changes **See Exhibit A.**

I/we specifically agree that these changes shall not invalidate my/our present Listing Agreement except to the extent that those changes stated above be made.

Dated this \_\_\_\_\_ day of November, 2018.

**COLDWELL BANKER COMMERCIAL DEVONSHIRE REALTY**

\_\_\_\_\_  
Broker

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

Exhibit A

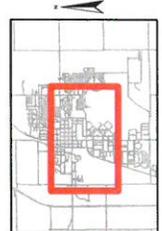
Building Name	Address	PIN	Size (SF)	Occupied	Disposition	Price
Building 96	906 Eagle Dr.	Part of 20-09-11-100-001	84,200	N/A	Sell/Lease	
Building 26	1008 Aviation Rd	Part of 20-09-11-100-001	1,848	N/A	Sell	
Building 20 Rantoul Business Center	1 Aviation Center Dr.  601 S. Century Blvd.	Part of 20-09-11-100-001  Part of 20-09-02-300-011	45,530  106,168	1 <sup>st</sup> Floor Leased  Partially Leased	Sell/Lease  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	
Building 61 & 62	501 & 505 Condit Dr.	Part of 20-09-02-300-015	24,140 Each	N/A	Sell/Lease	
Hangar 4	1011 Pacesetter Dr.	Part of 20-09-11-100-001	218,000	N/A	Sell/Lease	
	301 N. Century Blvd.	20-03-34-483-011	15,000	N/A	Sell	

**Village of Rantoul**  
**Airport & EDC Properties**  
**Coldwell Banker Agreement**

**Designation**

	Sell
	Sell/Lease

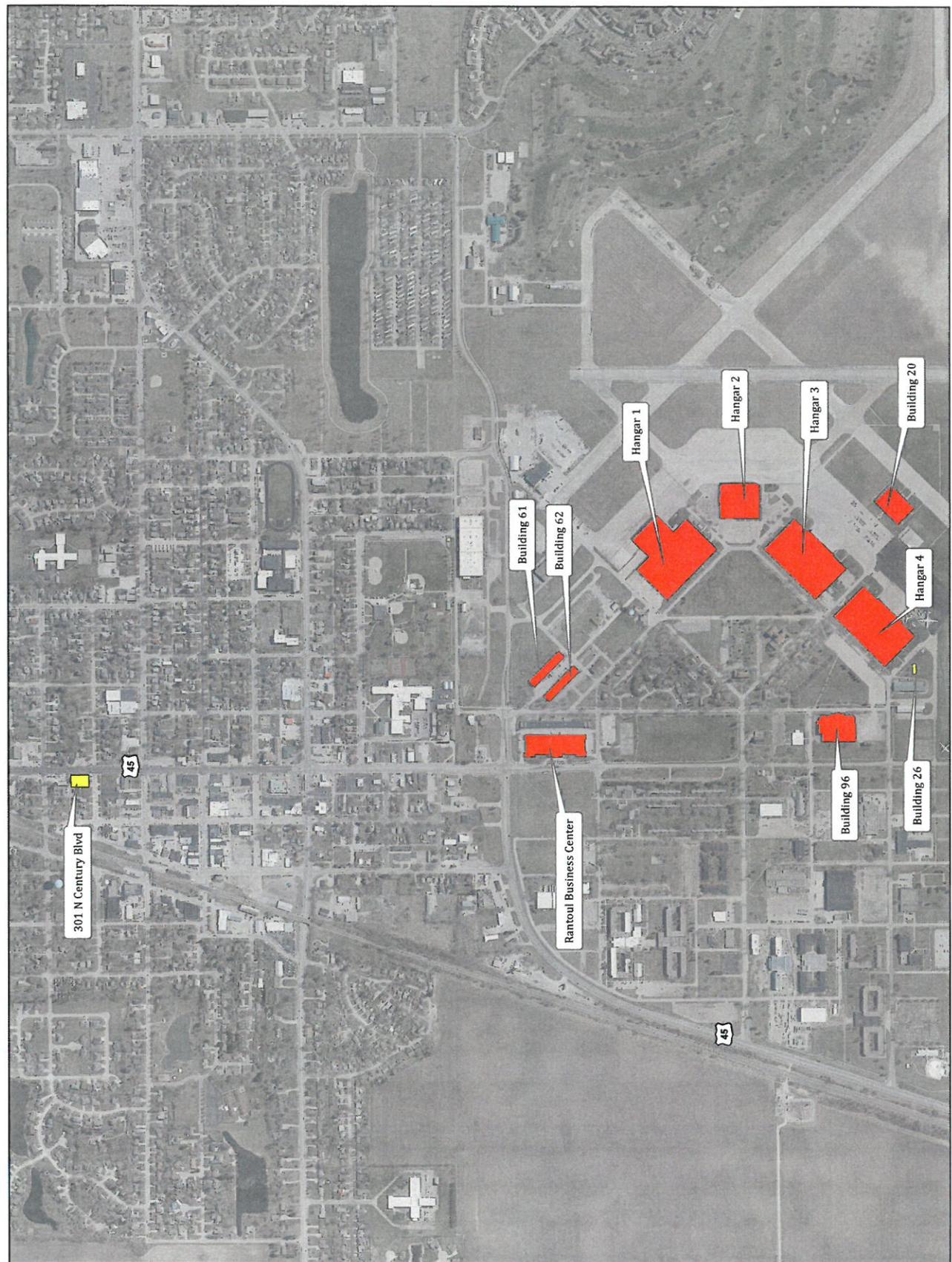
Village of Rantoul  
 Public Works Dept.  
 200 W. Grove Avenue  
 Rantoul, IL 61866  
 (217) 892-6526



10/29/2018

\*\*\*2017 Aerial Images provided by  
 Champaign County GIS Consortium

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**Village of Rantoul**  
**Airport & EDC Properties**  
**Coldwell Banker Agreement**

**Designation**  
 Sell  
 Sell/Lease

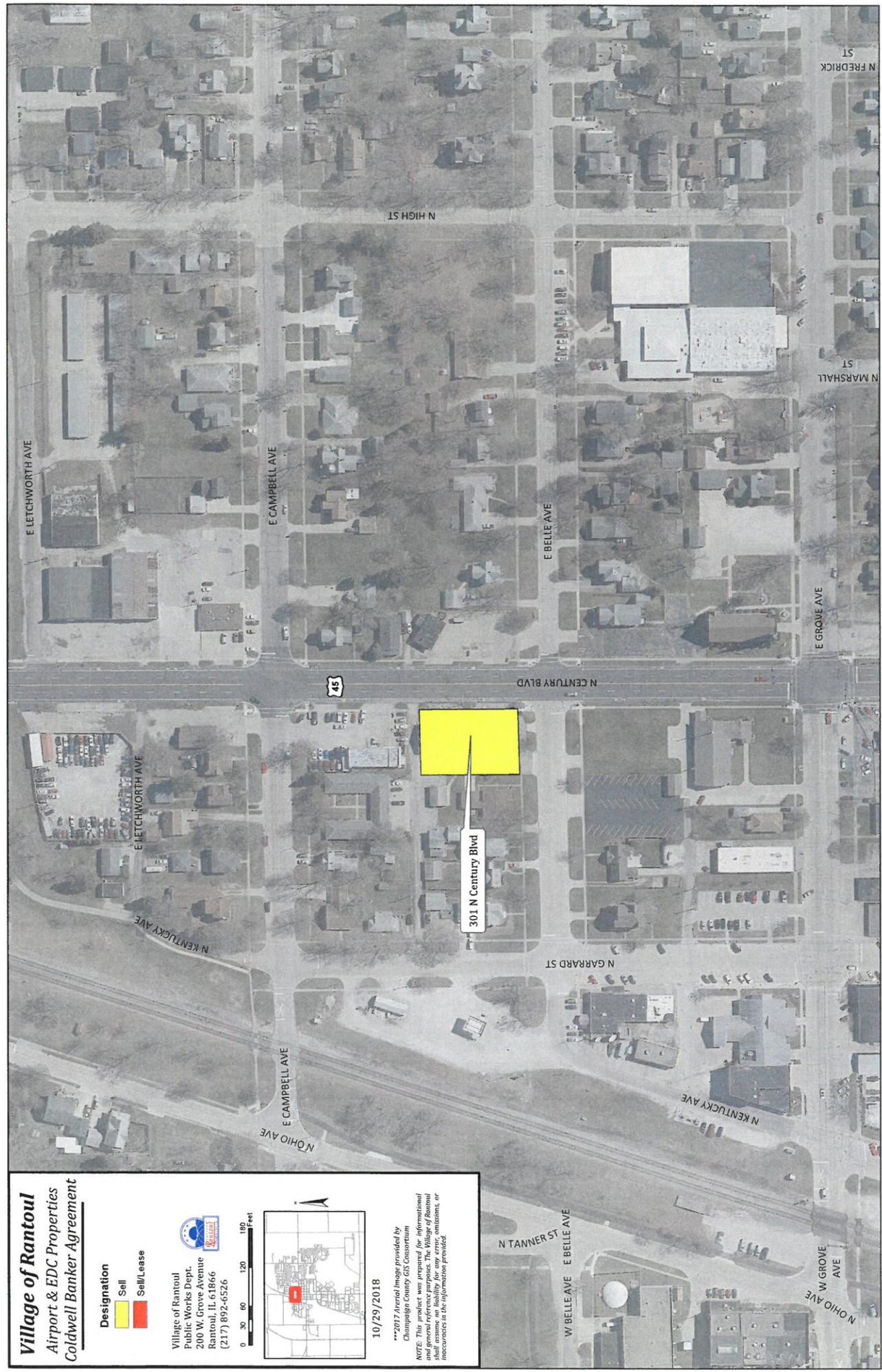
Village of Rantoul  
 Public Works Dept.  
 200 W. Grove Avenue  
 Rantoul, IL 61866  
 (217) 892-6526



10/29/2018

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

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

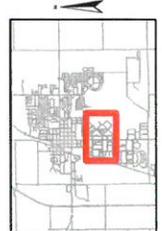


301 N Century Blvd

**Village of Rantoul**  
**Airport & EDC Properties**  
**Coldwell Banker Agreement**

Designation	
	Sell
	Sell/Lease

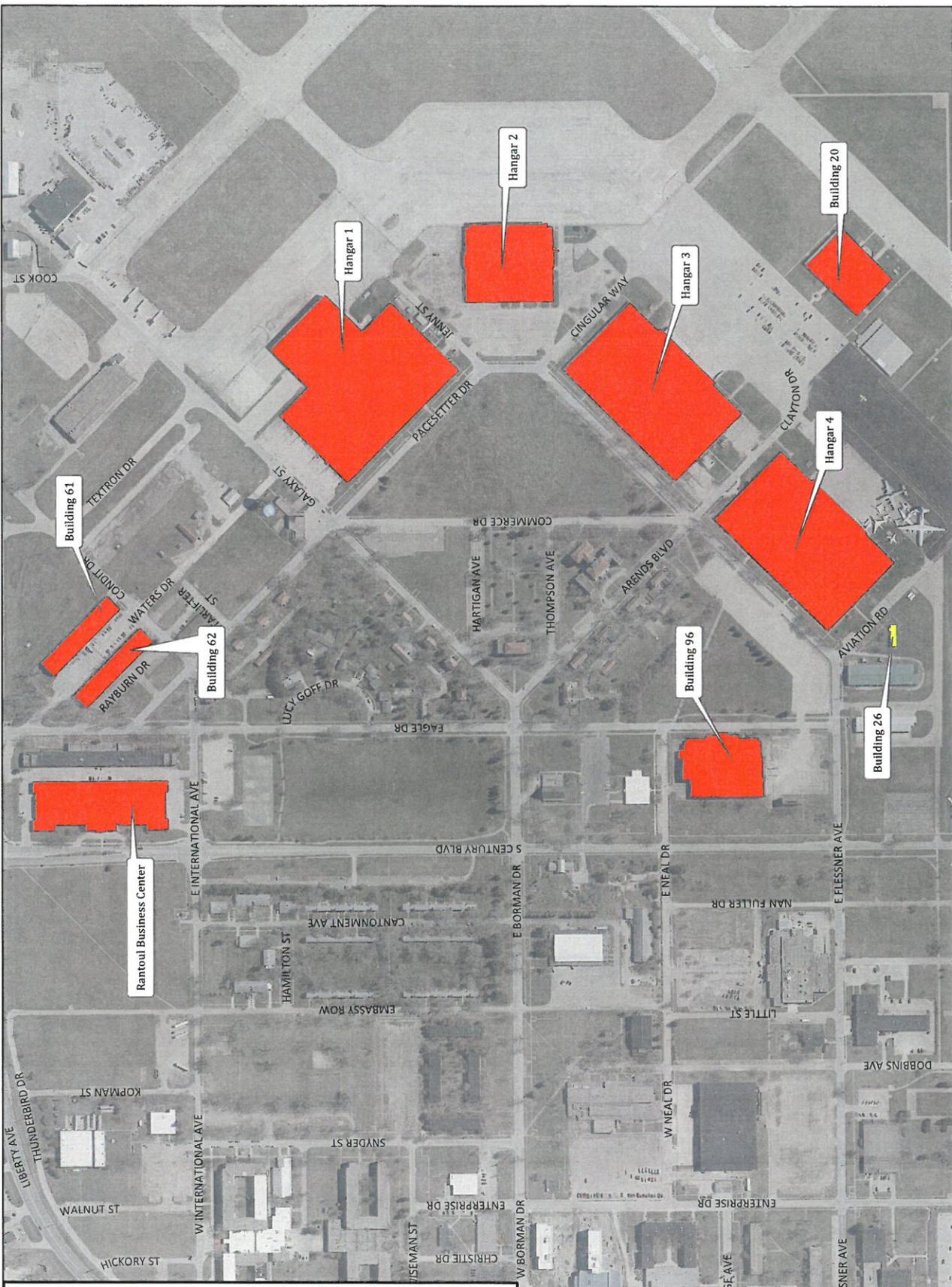
Village of Rantoul  
 Public Works Dept.  
 200 W. Grove Avenue  
 Rantoul, IL 61866  
 (217) 892-6526



10/29/2018

\*\*\*2017 Aerial Image provided by  
 Champlain County GIS Consortium

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 and general reference purposes. The Village of Rantoul  
 shall assume no liability for any errors, omissions, or  
 inaccuracies in the information provided.



BOARD OF TRUSTEES  
VILLAGE OF RANTOUL

<b>AGENDA ITEM</b>	<b>PAGE 1 OF</b>
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<b>ITEM: Realtor Agreement with Coldwell Banker Devonshire Realty Update</b>	<b>DEPARTMENT: Public Works - Airport &amp; EDC</b>
--	---

<b>AGENDA SECTION:</b>	<b>AMOUNT:</b>
------------------------	----------------

<b>ATTACHMENTS:</b> <input type="checkbox"/> <b>ORDINANCE</b> <input type="checkbox"/> <b>RESOLUTION</b> <input checked="" type="checkbox"/> <b>OTHER (See Summary Highlights)</b> <input checked="" type="checkbox"/> <b>SUPPORTING DOCUMENTS</b>	<b>DATE: June 21, 2018</b>
--	----------------------------

**SUMMARY HIGHLIGHTS:**  
 This Agenda item updates the list of Village buildings / properties included in the Realtor Listing Agreement with Coldwell Banker Devonshire Realty for the marketing (lease and/or sale) of various Airport and Economic Development Conveyance (EDC) properties. An extension of the agreement was approved in January 2018 and an amendment was approved in April 2018.

The Airport properties listed for lease and/or sale include the following:  
 Building 26, Building 20 (AT&T), Building 96 (Jackson Hall), Hangar 1, Hangar 2 & Hangar 3  
*The proposed changes include the following:*

- *Include Building 62 (501 Condit) and Building 61 (505 Condit) into the agreement as "sell/lease" properties.*

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

- *No changes proposed.*

The attached map identifies the various building locations. This agreement will be commission-fee based and will continue through February 28, 2019.

**RECOMMENDED ACTION:** Authorize an update of the Village buildings/properties included in the Realtor Listing Agreement with Coldwell Banker Devonshire Realty for the marketing (lease and/or sale) of various Airport and Economic Development Conveyance (EDC) properties.

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

**AGENDA PAGE NUMBER:**

## Exhibit A

Building Name	Address	PIN	Size (SF)	Occupied	Disposition	Price
Building 96	906 Eagle Dr.	Part of 20-09-11-100-001	84,200	N/A	Sell/Lease	
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 <sup>st</sup> Floor Leased	Sell/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	
Building 61 & 62	501 & 505 Condit Dr.	Part of 20-09-02-300-015	24,140 Each	N/A	Sell/Lease	

BOARD OF TRUSTEES  
VILLAGE OF RANTOUL

AGENDA ITEM PAGE 1 OF    

ITEM: Realtor Agreement with Coldwell Banker Devonshire Realty	DEPARTMENT: Public Works - Airport & EDC
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AGENDA SECTION:	AMOUNT:
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ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: April 10, 2018
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**SUMMARY HIGHLIGHTS:**  
 This Agenda item updates the list of Village buildings / properties included in the Realtor Listing Agreement with Coldwell Banker Devonshire Realty for the marketing (lease and/or sale) of various Airport and Economic Development Conveyance (EDC) properties. An extension of the agreement was approved in January 2018.

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

The proposed changes include the following:

- Include the option to "sell" Building 20 and not limit its marketing to just "leasing".
- Include Building 96 into the agreement as a "sell/lease" property.
- Remove Building 43 from the agreement (Fire station title transfer has been completed).

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

- No changes proposed.

The attached map identifies the various building locations. This agreement will be commission-fee based and will continue through February 28, 2019.

**RECOMMENDED ACTION:** Authorize an update of the Village buildings/properties included in the Realtor Listing Agreement with Coldwell Banker Devonshire Realty for the marketing (lease and/or sale) of various Airport and Economic Development Conveyance (EDC) properties.

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

AGENDA PAGE NUMBER:

## Exhibit A

Building Name	Address	PIN	Size (SF)	Occupied	Disposition	Price
Building 96	906 Eagle Dr.	Part of 20-09-11-100-001	84,200	N/A	Sell/Lease	
Building 26	1008 Aviation Rd	Part of 20-09-11-100-001	1,848	N/A	Sell	
Building 20 Rantoul Business Center	1 Aviation Center Dr. 601 S. Century Blvd.	Part of 20-09-11-100-001 Part of 20-09-02-300-011	45,530 106,168	1 <sup>st</sup> Floor Leased Partially Leased	Sell/Lease 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 1 OF

<b>ITEM:</b> Realtor Agreement with Coldwell Banker Devonshire Realty	<b>DEPARTMENT:</b> Public Works - Airport & EDC
<b>AGENDA SECTION:</b>	<b>AMOUNT:</b>
<b>ATTACHMENTS:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	<b>DATE:</b> January 3, 2018
<p><b>SUMMARY HIGHLIGHTS:</b>          This Agenda item provides for the Village's renewal of the existing Realtor Listing Agreement with Coldwell Banker Devonshire Realty to market for lease and/or sale of various Airport and Economic Development Conveyance (EDC) properties. The existing agreement extension was approved in March 2017 and will expire in February 2018.</p> <p>The Airport properties listed for lease/and or sale include the following:          Building 26, Building 20 (AT&amp;T 2<sup>nd</sup> Floor), Hangar 1, Hangar 2 and Hangar 3</p> <p>The EDC property listed for lease/and or sale include the following:          Building 68 (Rantoul Business Center)</p> <p>The attached map identifies the various building locations.</p> <p>This agreement will be commission-fee based and will extend through February 28, 2019.</p>	
<p><b>RECOMMENDED ACTION:</b> Authorize the renewal of the existing Realtor Listing Agreement with Coldwell Banker Devonshire Realty for the marketing for lease and/or sale of various Village Airport and Economic Development Conveyance (EDC) properties.</p>	
<b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E. <i>GH</i> Eric Vences	<b>VILLAGE ADMINISTRATOR:</b> Rick Snider <i>[Signature]</i>
<b>AGENDA PAGE NUMBER:</b>	

## Exhibit A

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 Rantoul Business Center	1 Aviation Center Dr.  601 S. Century Blvd.	Part of 20-09-11-100-001  Part of 20-09-02-300-011	45,530  106,168	1 <sup>st</sup> Floor Leased  Partially Leased	Lease  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

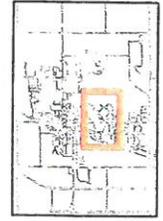
<b>ITEM: Coldwell Banker Devonshire Realty - Agreement</b>	<b>DEPARTMENT: Public Works</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT:</b>
<b>ATTACHMENTS:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	<b>DATE: March 23, 2017</b>
<p><b>SUMMARY HIGHLIGHTS:</b>            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.</p> <p>The Airport properties listed for lease and/or sale include the following:            Building 26, Building 20 (AT&amp;T 2<sup>nd</sup> Floor), Hangar 1, Hangar 2, and Hangar 3</p> <p>The EDC property listed for lease and/or sale include the following:            Building 68 (Rantoul Business Center- RBC).</p> <p>The attached map identifies the various building locations.</p> <p>This agreement will be commission-fee based and will extend through February 28, 2018.</p>	
<p><b>RECOMMENDED ACTION:</b> Authorize the approval of a Listing Agreement with Coldwell Banker Devonshire Realty for the marketing for lease and/or sale of various Village Airport &amp; Economic Development Conveyance (EDC) properties.</p>	
<b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E. 	<b>VILLAGE ADMINISTRATOR:</b>
<b>AGENDA PAGE NUMBER:</b>	

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 <sup>st</sup> 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	
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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



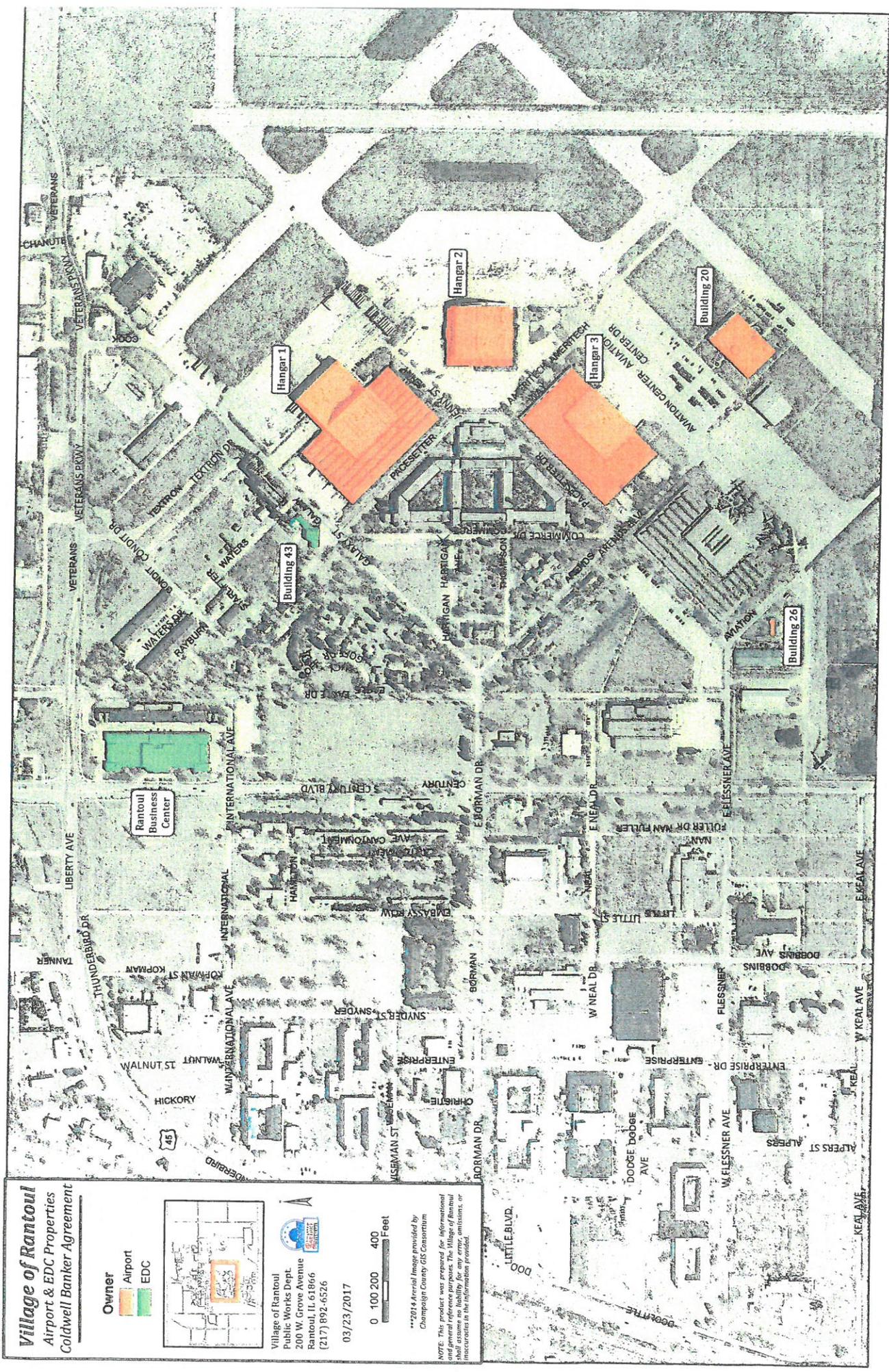
Village of Rantoul  
 Public Works Dept.  
 200 W. Grove Avenue  
 Rantoul, IL 61866  
 (217) 892-6526

03/23/2017



\*\*\*2014 Aerial Image provided by  
 Champaign County GIS Consortium

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





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 28<sup>th</sup> 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	1st 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**

<b>AGENDA ITEM</b>	<b>PAGE</b> _____ <b>OF</b> _____
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<b>ITEM: Water Treatment Plant – Chlorination System Improvements</b>	<b>DEPARTMENT: Public Works</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT:</b> <u>\$83,871.00 – Total</u> \$76,371.00.00 – Bid \$7,500.00 – Contingency (9.8%)
<b>ATTACHMENTS:</b> ( ) ORDINANCE ( ) RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	<b>DATE: October 23, 2018</b>
<p><b>SUMMARY HIGHLIGHTS:</b> This Agenda Item provides for furnishing and installing a new sodium hypochlorite disinfection system at the Rantoul Water Treatment Plant which will replace the existing chlorine gas disinfection system. Managing the chlorine in a liquid state (which will be a more stable form), offers safer handling and a more consistent injection (SCADA controlled) into the water treatment and disinfection process.</p> <p>The new system will consist of one (1) 2,200 gallon sodium hypochlorite tank, feed pumps, system sensors &amp; controller, and will have an appropriate containment area.</p> <p>The project was advertised during October and bids were received on October 23, 2018. The lowest bid was provided by Leander Construction, Inc. in the amount of \$76,371.00. A copy of the Bid Tabulation is provided for reference.</p> <p>A contingency fund in the amount of \$7,500.00 is requested to address any unforeseen tasks during the removal, installation and/or conversion phases.</p> <p>This project was included in the FY19 Budget (\$150,000.00)</p>	
<p><b>RECOMMENDED ACTION:</b> Authorize the approval of a contract with Leander Construction, Inc. in the amount of \$76,371.00 for furnishing and installing a new sodium hypochlorite disinfection system at the Rantoul Water Treatment Plant; with a contingency fund in the amount of \$7,500.00 to address any unforeseen tasks during the removal, installation or conversion phases.</p>	
<b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E. <i>ghv</i>	<b>VILLAGE ADMINISTRATOR:</b> <i>Richard L. Hudson</i>
<b>AGENDA PAGE NUMBER:</b>	

BID TABULATION

**PROJECT:** Water Treatment Plant – Chlorination System Improvements

**OWNER:** Village of Rantoul – VRNTL-18-B-08

By: Village of Rantoul, Department of Public Works – October 23, 2018 2:00pm

<b>Bidder</b>	<b>Base Bid</b>	<b>Addendum(s)</b>	<b>Notes</b>
Leander Construction, Inc. 24472 N. County Highway 6 Canton, IL 61520 (309) 647-7400	\$76,371.00	Yes	
A&R Mechanical Contractors 711 Kettering Perk Drive Urbana, IL 61801 (217) 367-4227	\$144,000.00	Yes	
	\$	\$	
	\$		
	\$		



Village of Rantoul

Public Works  
200 W. Grove Avenue  
Rantoul, IL 61866

Phone 217.892.2178  
Fax 217.892.8710

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

**Project:** Water Treatment Plant – Chlorination System Improvements

**Owner:** Village of Rantoul – #VRNTL-18-B-08

**By:** Village of Rantoul, Department of Public Works

Name	Company	Contact Information(phone/e-mail)
Greg Hazel <i>gh</i>	Village of Rantoul	(217) 892-6526 g-hazel@myrantoul.com
Jake McCoy <i>JM</i>	Village of Rantoul	(217) 892-6526 jmccoy@myrantoul.com
Troy Sisk <i>TS</i>	Village of Rantoul	(217) 892-6540 tsisk@myrantoul.com
Pat Chamberlin	Village of Rantoul	(217) 892-6850 pchamber@myrantoul.com
Rick Snider	Village of Rantoul	(217) 892-6801 rsnyder@myrantoul.com
<i>Tim DRISCOLL</i>	<i>LEANDER CONST.</i>	<i>(309) 647-7400</i>
<i>Cathy Roelfs</i>	<i>AAR Mechanical Contractors, Inc.</i>	<i>todd@leanderconstructioninc.com</i>
		<i>Evan Barnhart 217-367-4227 ebarnhart@av-mech.com</i>

**Village of Rantoul, Illinois**  
**Chlorination System Improvements**  
**Engineer's Opinion of Probable Cost**

Item No.	Item	Unit	Quantity	Unit Price	Extension
1	2,200 Gallon Sodium Hypochlorite Tank with 1. One (1) 3-inch fill port with Camlock connection and isolation valve protruding outside the building wall; 2. One (1) 3-inch plastic vent pipe, 3. One (1) 2-inch top level switch port; 4. One (1) centrifugal pump inlet connection	UNIT	1	\$20,000.00	\$20,000.00
2	One (1) Centrifugal Pump rated for 10 gpm at 15 FT TDH with influent and effluent isolation valves	UNIT	1	\$10,000.00	\$10,000.00
3	200 Gallon Day Tanks with 1. One (1) inlet from centrifugal pump; 2. One (1) outlet connection to the metering pump; 3. One (1) 2-inch plastic vent pipe; 4. Side Wall Volume Scale in Gallons/Liters; 5. Tank Cover	UNIT	2	\$15,000.00	\$30,000.00
4	Positive Displacement Electronic Metering Pump rated for 120 gallons per day and 100 psi pressure, with 1. Influent line isolation valve; 2. Effluent line isolation valve and check valve; 3. Return line to Day Tank with isolation valve; 4. HOA Control with 4-20 mADC signal; 5. Discharge Pressure Dampener; 6. Pressure Gauge (0-200 psi); 7. Paddlewheel Flow Meter up to 200 Gallon per Day	UNIT	2	\$10,000.00	\$20,000.00
5	Disinfection Controller	UNIT	1	\$12,000.00	\$12,000.00
6	Remove Existing Electric Panel and Replace with New Electrical Panel	UNIT	1	\$30,000.00	\$30,000.00
7	Chlorination System Spill Containment with OSHA Compliant Ladder	UNIT	1	\$20,000.00	\$20,000.00
<b>Grand Total</b>					<b>\$142,000.00</b>

DOCUMENT 00 11 16 - INVITATION TO BID

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

Project Name: Chlorination System Improvements Water Treatment Plant  
Bid No. VRNTL-18-8-08  
Project No. 104587  
Date: September 2018

DESCRIPTION OF WORK OF THIS CONTRACT

You are invited to bid on a general contract. The Contract provides for the furnishing and installing of all materials, labor and equipment required for the integral replacement of an existing chlorine gas disinfection system with a sodium hypochlorite disinfection system that consists of one (1) 2,200 gallon Sodium Hypochlorite tank T-001 with a liquid level sensor linked to a new local controller; one (1) centrifugal transfer pump P-001 rated for 10 gallons per minute (gpm) at a maximum Total Dynamic Head of 15 ft that discharges to two (2) 200 gallon Day Tanks; two (2) Sodium Hypochlorite positive displacement Feed Pumps rated for a minimum of 120 gallons per day and 100 pounds per square inch (psi) delivery pressure that transfer the Sodium Hypochlorite from the day tanks to the point of addition; one (1) dual disinfection controller system capable of 1) receiving and transmitting up to six independent 4-20 mA signals; and 2) The disinfection controller shall be capable of monitoring the liquid level at Tank T-001 and provide a discrete alarm signal when Tank T-001 is at 20% capacity (440 gallons). The new disinfection system shall be inside a new concrete curb spill containment capable of holding the volume of the Sodium Hypochlorite tank T-001. Spill containment system shall include an ladder meeting OSHA requirements for ingress and egress into and out of the containment area. The disinfection system shall be an integral system with all necessary piping, valves, connectors and appurtenances that makes it a complete disinfection system capable of adding Sodium Hypochlorite, as required, to maintain a preset residual chlorine at the potable water supply tanks. Project also includes demolition of an existing gas chlorine disinfection system, removal of two scales and removal of one local electrical panel and installation a new electrical panel

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, October 23, 2018. Bids received after this time will not be accepted. Bids will be received at the following location:

Attn: Pat Chamberlin  
Village Comptroller  
Village of Rantoul  
333 South Tanner  
Rantoul, IL 61866

All forms are included in 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 be held for this project on October 9<sup>th</sup>, 2018 at 10:00 a.m. at the Village of Rantoul Department of Public Works located at 200 West Grove Avenue in Rantoul Illinois 61866.

Bids will be publicly opened and read aloud immediately after 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 00 11 16

00 91 00 – ADDENDUM NO. 1

Issued to All Bid Document Holders of Record

Date: October 16, 2018  
Project Name: Chlorination System Improvements Water Treatment Plant  
Project No.: VRNTL-18-8-08  
BMcD Project No.: 104587

This Addendum forms a part of the Contract described above. The original Contract Documents and any prior Addenda remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

**PRE-BID MEETING:**

There will be a pre-bid meeting at 9:00 a.m. on October 18<sup>th</sup> at the Village of Rantoul Public Works located at 200 West Grove Avenue in Rantoul, Illinois.

**SPECIFICATIONS:**

1. Section 46 33 41 – Liquid Chemical Feed System Coordination and Integration
  - a. Part 2 – Products, 2.02 lists acceptable Sodium Hypochlorite Transfer Pumps. Revise to:  
“*B. Stenner Transfer Pump, or equal*”

Each Bidder shall acknowledge receipt of this Addendum by affixing his signature below, by noting this Addendum on his Bid Form, and by attaching this Addendum to his Bid.

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

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of this Addendum and the Bid submitted is in accordance with information, instructions and stipulations set forth herein.

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

END OF 00 91 00

00 91 00 – ADDENDUM NO. 2

Issued to All Bid Document Holders of Record

Date: October 18, 2018  
Project Name: Chlorination System Improvements Water Treatment Plant  
Project No.: VRNTL-18-8-08  
BMcD Project No.: 104587

This Addendum forms a part of the Contract described above. The original Contract Documents and any prior Addenda remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

**QUESTIONS FROM PRE-BID MEETING:**

1. *Who is responsible for the first supply of chemical?*  
**Response:** The Village will be responsible for the first supply of chemical.
  
2. *Is the electrical panel to be removed and replaced?*  
**Response:** Yes, Specification Section 26 00 00 calls for the disconnection and removal of the existing 120/208vac, 12 circuit, panelboard “Panel CL” and the furnish and installment of a new 120/208vac, 100A main, 24 circuit panelboard.
  - a. *Is the fan to stay in place or be removed?*  
**Response:** The fan is to be removed.
  
  - b. *What is the required amperage of the panel and is there enough power currently available?*  
**Response:** The new panel shall be a 120/208vac, 100A main, 24 circuit panelboard. The electrical feed is on a 60A breaker but is sufficient to power the proposed improvements.
  
3. *Is PVC an acceptable material for the electrical conduit?*  
**Response:** Yes, PVC is acceptable.
  
4. *Are ultrasonic level sensors acceptable for the tanks?*  
**Response:** Yes, ultrasonic level sensors are acceptable.
  
5. *Should corp stops be installed at the East and West Water Treatment Plants?*  
**Response:** Yes, corp stops should be installed.
  
6. *Should the transfer pump include a dead man switch?*  
**Response:** Yes, the transfer pump should include a control switch.
  
7. *How much piping is required to connect to the East and West Treatment plants?*  
**Response:** Connection to the West WTP will require approximately 160 feet of CPVC piping. Connection to the East WTP will require approximately 240 feet of CPVC piping. Please refer to the attached record drawing for general routing.

00 91 00 – ADDENDUM NO. 2: continued

Each Bidder shall acknowledge receipt of this Addendum by affixing his signature below, by noting this Addendum on his Bid Form, and by attaching this Addendum to his Bid.

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

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of this Addendum and the Bid submitted is in accordance with information, instructions and stipulations set forth herein.

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

END OF 00 91 00



EXISTING CHLORINE TANKS  
RANTOVL WTP

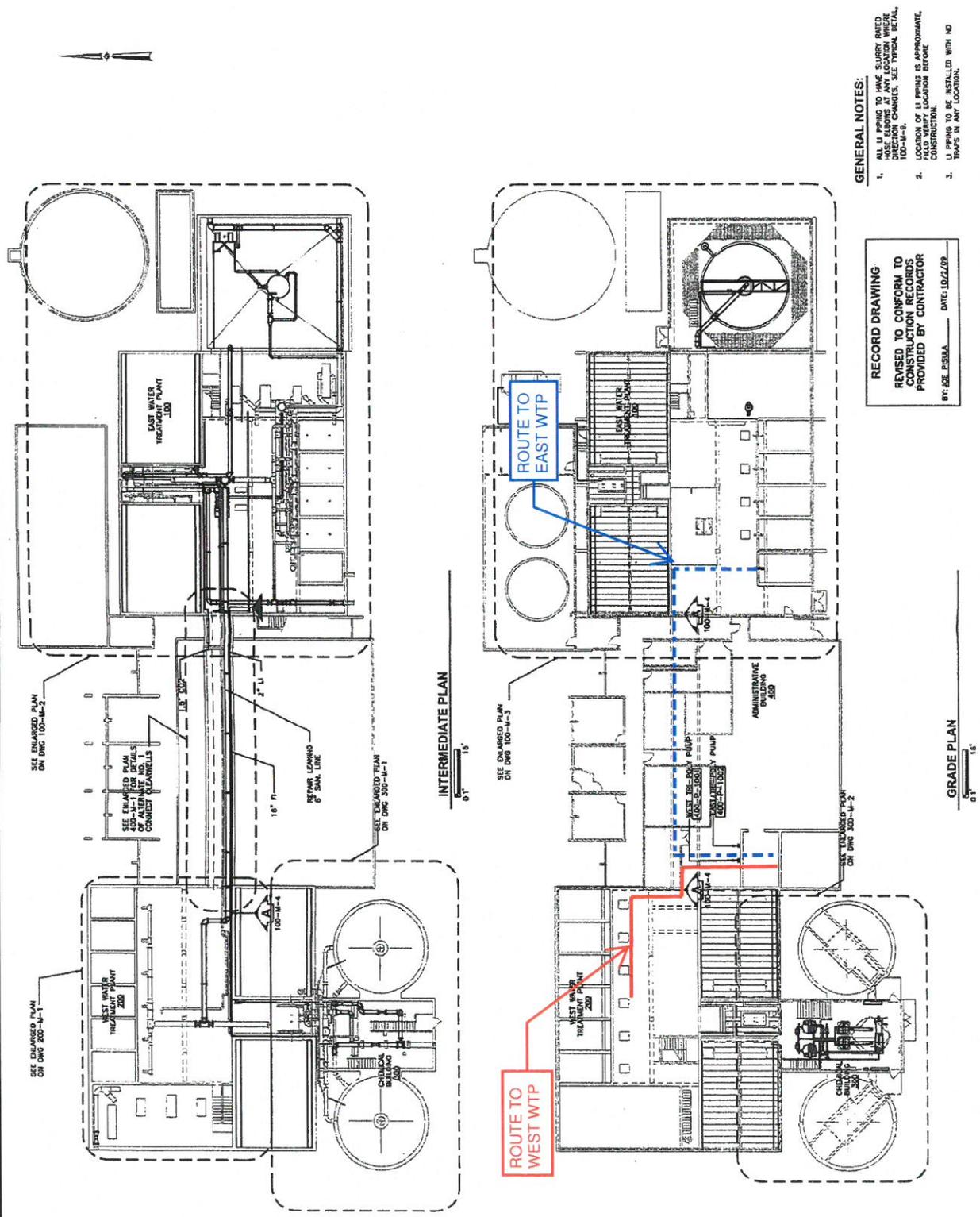
Revision Description	Revision Number	Drawn By	Checked By	Approved By	Fluoride	Project No.	Project Date
		MUB	MUB	JJP	100WWT/100E	11129	03/01/2007
Drawn By	Checked By	Design	Design	Design	Design	Design	Design
Drawn By	Checked By	Design	Design	Design	Design	Design	Design

VILLAGE OF RANTOUL  
EAST WATER TREATMENT PLANT RECONSTRUCTION  
RANTOUL, ILLINOIS  
EAST WATER TREATMENT PLANT  
PLAN

**100-M-1**

Drawing No. 45  
Sheet No. 45

**DOHOUE**



**GENERAL NOTES:**

1. ALL LI PIPING TO HAVE EXACTLY THE SAME LOCATION, SIZE, AND DIRECTION CHANGES. SEE TYPICAL DETAIL 100-I-1-1.
2. LOCATION OF LI PIPING IS APPROXIMATE. CONTRACTOR TO VERIFY LOCATION BEFORE CONSTRUCTION.
3. LI PIPING TO BE INSTALLED WITH NO TRAPS IN ANY LOCATION.

**RECORD DRAWING**  
REVISED TO CONFORM TO  
CONSTRUCTION RECORDS  
PROVIDED BY CONTRACTOR

BY: SEE PERMITS DATE: 10/22/09

**INTERMEDIATE PLAN**  
0" = 15'

**GRADE PLAN**  
0" = 15'



Date	Name	Company	Email	Phone	Address
10/2/2018 15:54	Chris Huston	Rantoul	<a href="mailto:chuston@myrritoul.com">chuston@myrritoul.com</a>	217-892-6803	333 S Tanner St, Rantoul IL
10/3/2018 6:56	Mike Ricks	Water Solutions Unlimited	<a href="mailto:mricks@getwsu.com">mricks@getwsu.com</a>	317-736-6868	8824 Union Mills Dr, Camby IN
10/3/2018 12:22	Bid Clerk	Prime Vendor, Inc	8007469554	800-746-9554	4622 Cedar Ave, Wilmington NC
10/3/2018 14:52	Rajnandini Singh	Blue Book	<a href="mailto:projectleads@mail.thebluebook.com">projectleads@mail.thebluebook.com</a>	800-431-2584	800 E Main St, Jefferson Valley NY
10/3/2018 23:30	Eric Johnson	Bid Ocean	<a href="mailto:eric@bidocean.com">eric@bidocean.com</a>	866-347-9657	PO Box 40445, Grand Junction CO
10/4/2018 4:42	Morgan Stinson	Constructconnect	<a href="mailto:content@constructconnect.com">content@constructconnect.com</a>	800-364-2059	3825 Edwards Rd Ste 800, Cincinnati OH
10/4/2018 5:32		vbhf	<a href="mailto:basenaaiay1@gmail.com">basenaaiay1@gmail.com</a>	869-814-3505	New York 14578
10/4/2018 11:01	Regina Steitmatter	River City Construction LLC	<a href="mailto:rstreitmatter@rccllc.com">rstreitmatter@rccllc.com</a>	309-694-3120	101 Hoffer Lane, East Peoria IL
10/4/2018 13:37	John Falcone	Envirobidnet.com	<a href="mailto:contact@envirobidnet.com">contact@envirobidnet.com</a>	888-888-0900	24123 Peachland Blvd, Port Charlotte FL
10/4/2018 13:51	Alok	The Blue Book Building & Construction Ntwk	Sengupta	800-431-2584	800 E Main St, Jefferson Valley NY
10/5/2018 7:15	Mary O'Connor	Contractors Register Inc	<a href="mailto:moconnor@mail.thebluebook.com">moconnor@mail.thebluebook.com</a>	800-431-2584	800 E Main St, Jefferson Valley NY
10/8/2018 9:01	Todd A Leander	Leander Construction	<a href="mailto:estimating@leanderconstructioninc.com">estimating@leanderconstructioninc.com</a>	309-647-7400	24472 N County Highway 6, Canton IL
10/8/2018 10:57	Darlene D Baker-Mann	Dodge Data & Analytics	<a href="mailto:darlene.baker-mann@construction.com">darlene.baker-mann@construction.com</a>	405-455-1699	4300 Beltway Place Ste 150, Arlington TX
10/8/2018 21:17	Sheila Smith	THWilson Bonds		559-872-6105	Clovis CA
10/9/2018 8:19	Mary O'Connor	Contractors Register Inc	<a href="mailto:moconnor@mail.thebluebook.com">moconnor@mail.thebluebook.com</a>	800-431-2584	800 E Main St, Jefferson Valley NY
10/6/2018 10:47	Rhea Pagador	Construct Connect	<a href="mailto:rhea.pagador@constructconnect.com">rhea.pagador@constructconnect.com</a>	323-602-5079	30 Technology Pkwy S
10/10/2018 16:21	Jen Remington	Robinson Engineering	<a href="mailto:jremington@reitd.com">jremington@reitd.com</a>	815-464-2245	10054 W. Lincoln Hwy, Frankfort IL
10/12/2018 10:00	Kevin O'Riley	Stark Excavating, Inc	<a href="mailto:estimating@starkcompanies.com">estimating@starkcompanies.com</a>	309-828-5034	1805 W Washington St, Bloomington IL
10/15/2018 12:43	Erin Przybylinski	Burns & McDonnell	<a href="mailto:eeprzybylinski@burnsmcd.com">eeprzybylinski@burnsmcd.com</a>	630-515-4641	200 W Adams St, Chicago IL

# Memorandum



Date: May 24, 2018  
To: G. Gregory Hazel, P.E.  
From: Eduardo Gasca, P.E.  
Subject: Sodium Hypochlorite System Concept Design

The purpose of this memorandum is to summarize the basis of design for the replacement of the existing chlorine gas addition system at the Village of Rantoul (Village) Water Plant with a 12.5% by weight (w/w) basis sodium hypochlorite addition system.

## SUMMARY OF DATA

Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) visited the Village Water Plant to document the existing conditions at the Water Plant Chlorine Room including available space, utilities, and available supervisory control and data acquisition (SCADA) system information. The site visit allowed Burns & McDonnell to determine some of the key design parameters including preliminary process flow diagram, general arrangement of tanks and equipment, tie-in points to existing Water Plant, and desired level of disinfection automation.

On May 1, 2018, Burns & McDonnell was provided the monthly water usage and chemical consumption, including the daily pounds (lbs) of chlorine gas used for the East and West treatment trains. The monthly reports included the months between February and December of 2017. Burns & McDonnell extracted the necessary daily and monthly flow and chlorine use information to determine the basis of design for the two (East and West) and combined 12.5% sodium hypochlorite average and maximum requirements in pounds per day and gallons per day as shown in Table 1 (attached).

The sodium hypochlorite demand was calculated knowing that the pounds of 12.5% sodium hypochlorite are equivalent to the pounds of chlorine gas multiplied by the ratio of the molecular weight between the sodium hypochlorite ( $\text{NaOCl} - 74.4 \text{ gr/mole}$ ) and chlorine gas ( $\text{Cl}_2 - 70.91 \text{ gr/mole}$ ). To calculate the mass in lbs of 12.5 % w/w  $\text{NaOCl}$  based on the lbs of  $\text{Cl}_2$  consumed the following formula (1) was applied together with the percent dilution, as follows:

$$\text{Mass of 12.5 \% NaOCl (lb)} = X \text{ lb Cl}_2 \times (74.4/70.91)/0.125 = X \text{ lb Cl}_2 \times 1.049/0.125 \quad (1)$$

Table 1 summarizes the mass of chlorine in pounds used each month together with the average, maximum and minimum daily demand for both the East and West treatment trains. Table 1 also includes the total flow in gallons per month as well as the average, maximum and minimum daily flow for each month at the East and West treatment trains.

## DESIGN CRITERIA

Based on the chlorine demand and monthly and daily flow data, Burns & McDonnell developed the following design criteria, presented in Table 2 and Table 3.

**Table 2: Sodium Hypochlorite Demand**

Treatment Train	Daily Average Demand (gal/day)	Daily Maximum Demand (gal/day)
East	55.7	64.4
West	38.5	56.8
Combined	94.2	119.8

Note that the highest combined daily average demand for the East and West treatment train occurred during the same month (July 2017) while the combined daily maximum demand did not occur during the same month as the individual highest daily maximum demand for the East and West treatment trains.

**Table 3: Sodium Hypochlorite Design Working Volume (gallons)**

Treatment Train	7 Day Turnover	14 Day Turnover	21 Day Turnover
East	450.8	901.6	1,352.4
West	397.6	795.2	1,192.8
Combined	848.4	1,696.8	2,545.2

Based on these working volume scenarios, the minimum volume required is approximately 850 gallons for a turnover of 7-days. The volume required is approximately 2,550 gallons for a 21-day turnover. Therefore, the proposed sodium hypochlorite tank volume basis of design is then either a 1,200 gallons for a turnover of approximately 10-days or 2,200 gallons for a turnover of approximately 18-days.

**EQUIPMENT REQUIRED**

Figure 1 presents a preliminary process flow diagram for the proposed 12.5% NaOCl disinfection system. A low-density polyethylene (LDPE), polypropylene (PP) or other 12.5% NaOCl-compatible plastic should be considered. The tank will have one 2-inch fill port from the top extended through one of the chlorine room walls outside at a convenient location for bulk loading; and a 2-inch vertical vent that protrudes outside the chlorine room into the atmosphere with a goose neck. The tank will have two 1-inch National Pipe Thread (NPT) connections at the bottom, each connected to an isolation valve. The discharge line from the isolation valve will be connected to the inlet plastic tubing to the metering pumps (MP-1A and MP-1B). The discharge from each metering pump will connect to a return line with valve and flexible tubing to the

# Memorandum



NaOCl tank (to verify pump calibration and for maintenance purposes) and to a ¾-inch Schedule 80 CPVC line that connects to a totalizer flow meter and check valve before leaving the chlorine room to connect to the 1 1/2-inch galvanized East and West water lines, respectively. The flow meters will be used to determine the total and daily volume, and flow rate of NaOCl to each of the treatment trains. The metering pumps will receive a 4-20 mA, 24 V DC signal from existing chlorine monitoring systems. The pumps discharge settings will be based on the 4-20 mA signals from the separate (East and West) chlorine monitoring systems.

Figures 2a and 2b present general equipment arrangements showing the proposed 12.5% NaOCl tank with a minimum volume for a turnover of 7 to 10 days (Figure 2a) or 15 to 20 days (Figure 2b), two metering pumps, one for the East and one for the West addition systems, and proposed connection to existing water lines.

The weight of the 12.5% NaOCl tank and contents can be monitored with a Force Solo G2 weight system with a 72" by 72" or custom made 84" by 84" scale base, depending on the diameter of the selected NaOCl tank. The concepts presented in Figures 2a and 2b include the scale weight option.

## **ELECTRICAL REQUIREMENTS**

The electrical requirements for the 12.5% NaOCl disinfection addition system are minimum and consist of the following:

1. Two metering pumps, each rated for 115 VAC/50-60 HZ/1 phase, 1.0 Amp or 230 VAC/50-60 HZ/1 phase, 0.5 Amp. Average input power of 300 Watts.
2. Solo SRG2-1 Single Channel Digital Indicator. 115 VAC/50-60 HZ, 0.25 Amp max.
3. Two flow meters that will probably be battery operated or require minimum 115 VAC/50-60HZ power.

## **PROJECTED TOTAL COST**

The projected cost for switching the chlorine gas addition to sodium hypochlorite is presented in the table below:

**Table 4: Preliminary Engineer's Opinion of Probable Cost**

Item	Description	Option 1 (1,200 Gal)	Option 2 (2,200 Gal)
1. Equipment and Materials	a) Tank		
	i. 1,200 Gal	\$ 4,000	--
	ii. 2,200 Gal	--	\$ 6,000
	b) 2 metering pumps	\$ 10,000	\$ 10,000
	c) Scale System		
	i. 6' x 6'	\$ 14,000	--
	ii. 7' x 7'	--	\$ 22,000
	d) Spill Containment	\$ 2,000	\$ 3,000
	e) Piping/Tubing/Valving	\$ 5,000	\$ 5,000
Equipment Subtotal		\$ 35,000	\$ 46,000
2. Mechanical		\$ 10,000	\$ 10,000
3. Electrical		\$ 10,000	\$ 10,000
4. Civil		\$ 10,000	\$ 10,000
5. IEPA Permitting		\$ 2,500	\$ 2,500
6. Contractor Markup		\$ 6,000	\$ 7,000
<b>Subtotal</b>		<b>\$ 73,500</b>	<b>\$ 85,500</b>
<b>Bid Package &amp; Bid Phase Services</b>		<b>\$ 10,000</b>	<b>\$ 10,000</b>
<b>Contingency (15%)</b>		<b>\$ 11,000</b>	<b>\$ 13,000</b>
<b>Grand Total</b>		<b>\$ 94,500</b>	<b>\$108,500</b>

Please contact Randy Patchett at (630) 724-3276 if you have any questions.

EG/ep

cc: Jake McCoy, Village of Rantoul  
Troy Sisk, Village of Rantoul

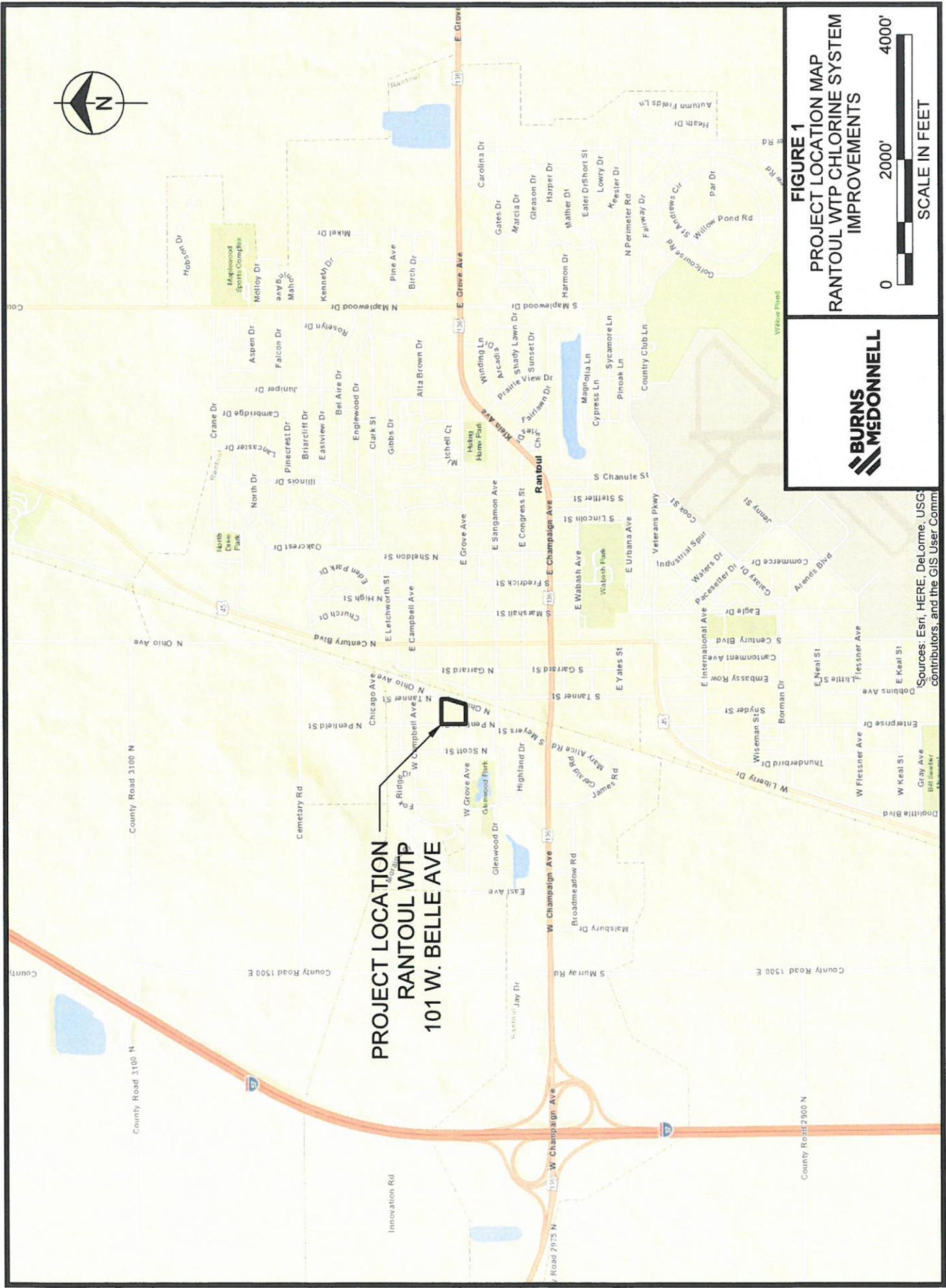
SECTION 463341 – LIQUID CHEMICAL FEED SYSTEM COORDINATION AND INTEGRATION:  
continued

3. The two day tanks shall be hydraulically tested after the piping connections and associated valves are installed.
4. All instrumentation shall be field tested, including the two ORP/Free Chlorine Sensors, Level Indicator/Level Transmitter for the Sodium Hypochlorite storage tank. The liquid Level Indicator/Level Transmitter shall be tested to provide the appropriate tank liquid level in feet from the floor of the tank to the liquid level. When the liquid level is at 20% working volume level capacity an alarm signal shall be triggered to let the operator know that the level in the tank is low.
5. The two metering pumps shall be tested to deliver the appropriate flow and to operate based on 4-20 mA input from the controller to match appropriate sodium hypochlorite dosages.
6. The Spill Containment system shall be tested to hold the maximum volume of 2,200 gallons for at least one day.

3.03 SEQUENCE OF WORK:

- A. Construction means and methods shall be determined by Contractor. The Contractor shall develop a written plan in cooperation with the Owner for coordination of the Contractor's Work. The plan shall be submitted to Owner for approval three days prior to commencing work.
- B. Construction activity shall take place during hours agreed to by Owner and Contractor. Normal working hours are 7am – 5pm Monday through Friday.
- C. The Contractor shall notify the Owner within three days prior to any necessary shutdown of the drinking water system. It may be necessary for drinking water system shutdown to take place during non-normal working hours, or the Contractor shall plan to provide a bypass system to keep the drinking water system operational. Contractor shall have all necessary equipment, personnel, and appurtenances in place prior to making any shutdown in order to keep the length of the drinking water system shutdown to a minimum.
- D. The installation of the Sodium Hypochlorite system shall be coordinated with plant personnel. The spill containment floor preparation and sealing shall take precedence before the Sodium Hypochlorite system is installed.
- E. Install Tanks, piping support, piping, pumping equipment and instruments in a logical sequence that minimizes redo of work.
- F. Existing gas chlorine system must remain operation while new sodium hypochlorite system is installed, Test new chlorination system while existing chlorine gas system continues operating for at least two weeks.
- G. Complete Spill Containment system shall be constructed after testing of sodium hypochlorite system and removal of gas chlorine cylinders.
- H. After the new chlorination system is tested and approved by the Owner the removal of the 1,000 lb chlorine gas cylinders will be performed by plant personnel.
- I. After removal of the chlorine gas cylinders, the followig work shall take place:
  1. The two chlorine tanks scales shall be removed from the chlorination room and placed at a area designated by the Village;
  2. Remove the chlorine gas addition lines from the chlorine gas tanks to the point of addition having an isolation valve.

END OF SECTION 463341

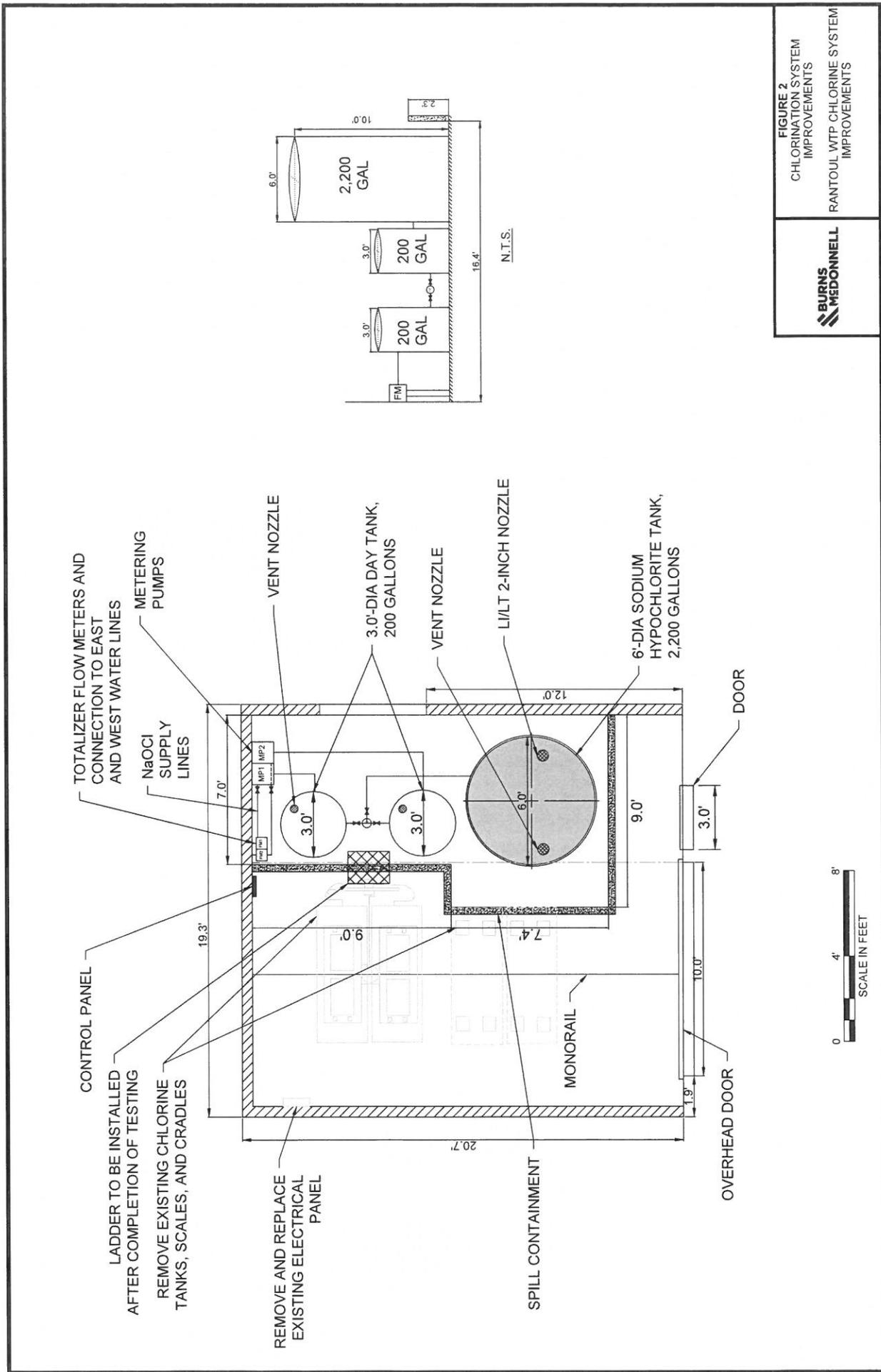


**PROJECT LOCATION**  
**RANTOUL WTP CHLORINE SYSTEM IMPROVEMENTS**  
**101 W. BELLE AVE**

**FIGURE 1**  
**PROJECT LOCATION MAP**  
**RANTOUL WTP CHLORINE SYSTEM IMPROVEMENTS**

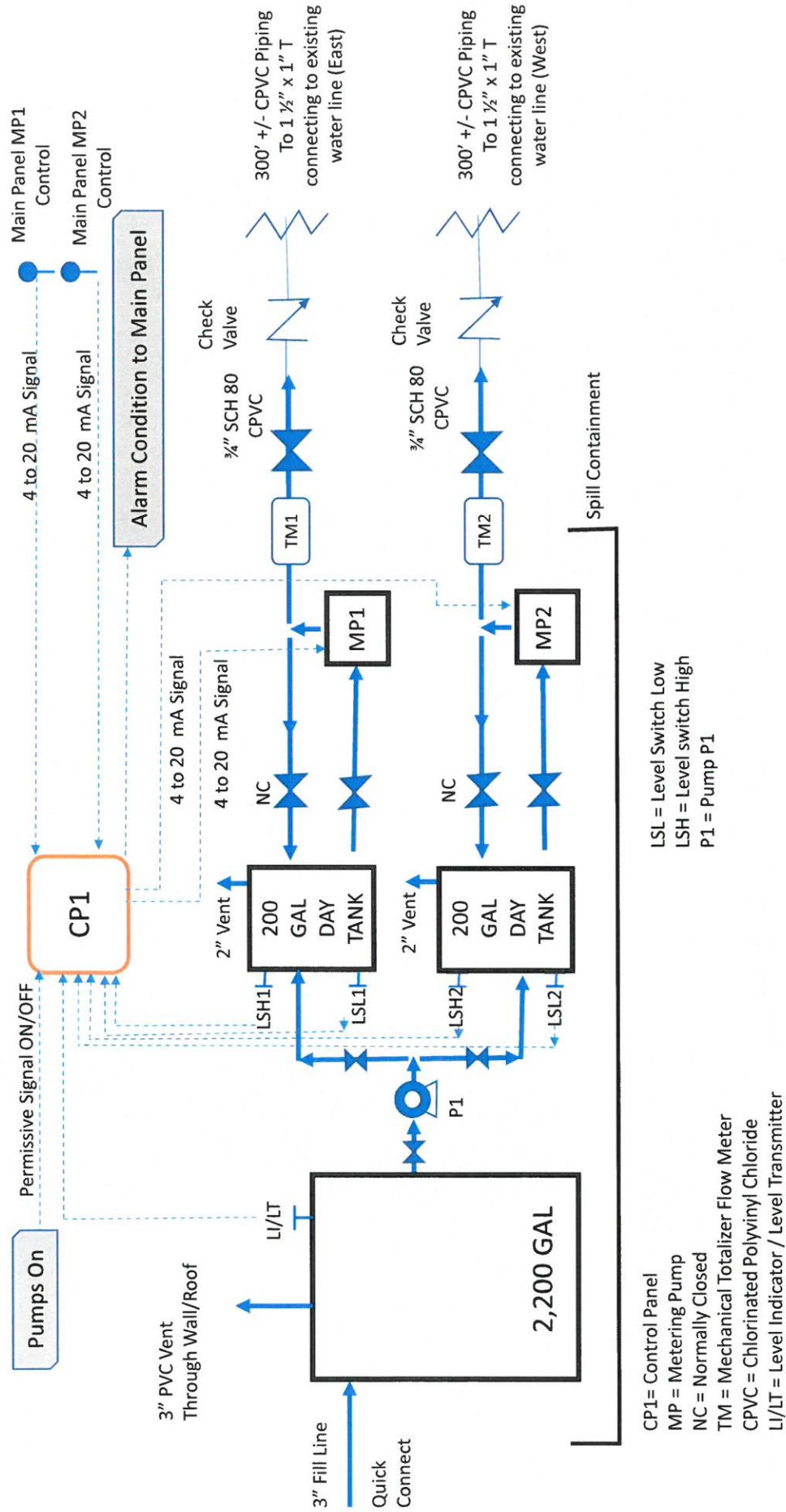


Sources: Esri, HERE, DeLorme, USG, contributors, and the GIS User Comm



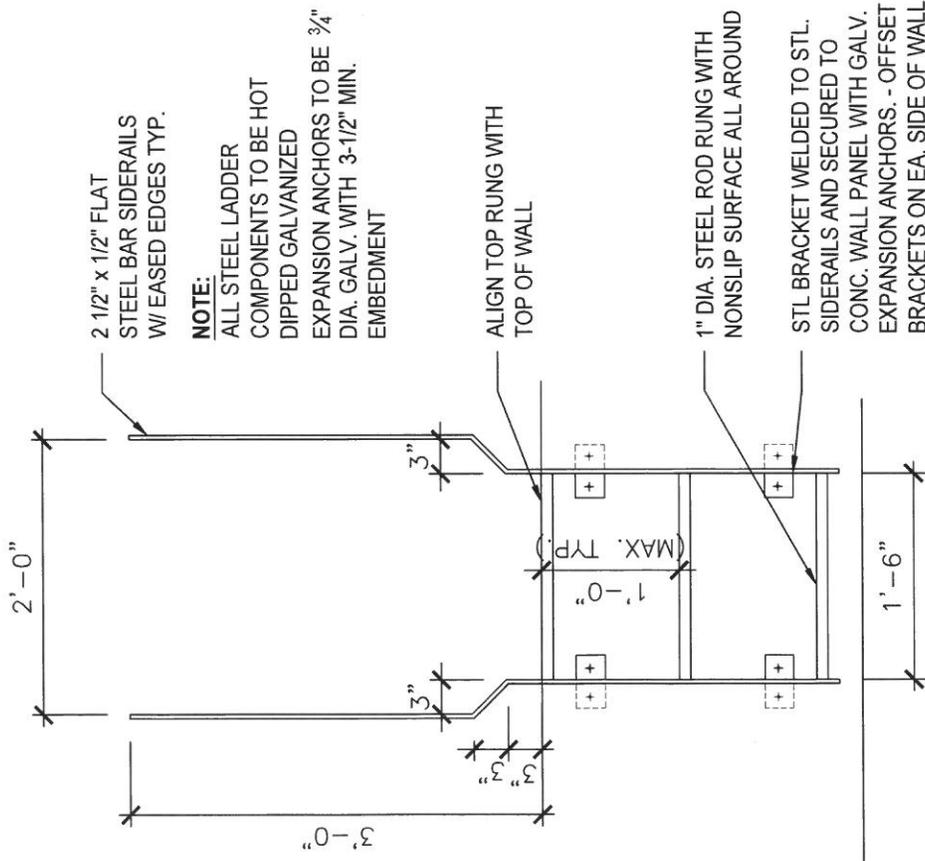
**FIGURE 2**  
 CHLORINATION SYSTEM IMPROVEMENTS  
 RANTOUL WTP CHLORINE SYSTEM IMPROVEMENTS  
**BURNS & MCDONNELL**

Figure 3 – Chlorination System Process Flow Diagram

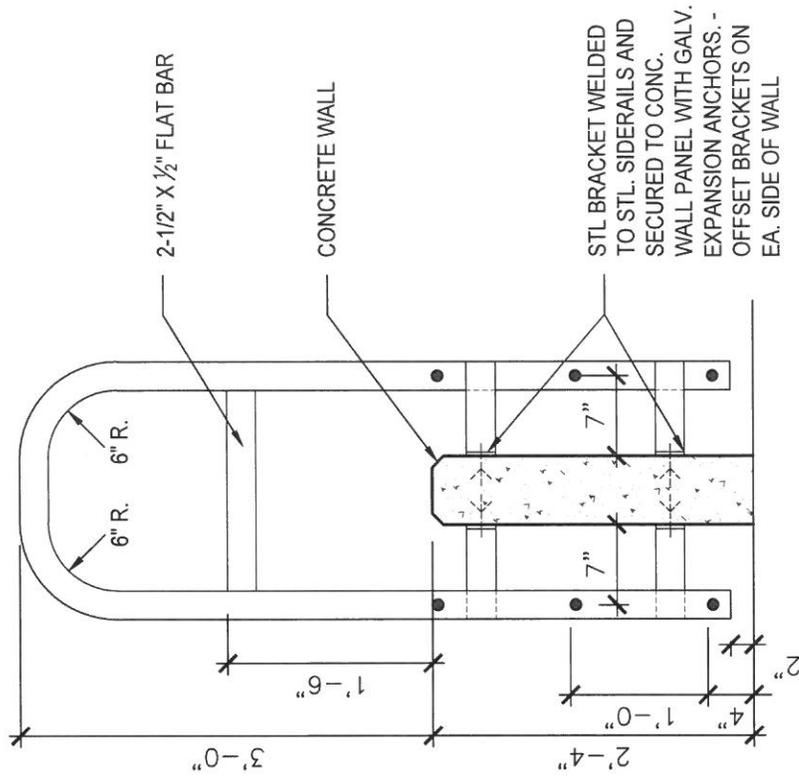


LSL = Level Switch Low  
 LSH = Level switch High  
 P1 = Pump P1

CP1 = Control Panel  
 MP = Metering Pump  
 NC = Normally Closed  
 TM = Mechanical Totalizer Flow Meter  
 CPVC = Chlorinated Polyvinyl Chloride  
 LI/LT = Level Indicator / Level Transmitter



**ELEVATION**



**SECTION**



October 24, 2018

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

Re: Chlorination System Improvements Water Treatment Plant  
Letter of Recommendation to Award

Dear Mr. Hazel:

This letter is in regard to the Bid Opening that was held for the Chlorination System Improvements Water Treatment Plant project at the Village of Rantoul Municipal Building on Wednesday, October 23, 2018 at 2:00 pm. There were two (2) Bids that were received, opened, and publicly read. All of the Bids were then given to Burns & McDonnell for review.

The work included in this Project is generally described as the furnishing and installing of all materials, labor and equipment required for the integral replacement of an existing chlorine gas disinfection system with a sodium hypochlorite disinfection system with spill containment.

The apparent low bidder was Leander Construction with a Bid of \$76,371.00. A summary of the bids submitted by each bidder is provided in the table below. The engineer's opinion of probable cost (EOPC) was \$142,000.00.

<b>CONTRACTOR NAME</b>	<b>BID TOTAL</b>
Leander Construction	\$ 76,371.00
A&R Mechanical Contractors, Inc.	\$ 144,000.00

In both bids, there were discrepancies between the summation of the individual pay items and the final total quoted by the contractors. Burns & McDonnell contacted each bidder to clarify their bids. A&R Mechanical Contractors, Inc. indicated that the written bid of \$144,000.00 was their bid price. Leander Construction stated the bid amount they included in the total bid section of the form, \$76,371.00, is their bid for the project.

Burns & McDonnell recommends that the Village of Rantoul award the Contract for the Chlorination System Improvements Water Treatment Plant project to Leander Construction with contract value of \$76,371.00.



Should you have any questions or require additional information, please feel free to contact me at [rpatchett@burnsmcd.com](mailto:rpatchett@burnsmcd.com) or (630) 724-3276.

Sincerely,

*Randall L. Patchett, P.E.*

Randall L. Patchett, P.E.  
Manager - Water and Municipal Services

cc: Troy Sisk, Village of Rantoul  
Joe Darlington, P.E., BMcD  
Jake McCoy, Village of Rantoul

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

<b>AGENDA ITEM</b>	<b>PAGE</b> <u>    </u> <b>OF</b> <u>    </u>
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<b>ITEM: Engineering Agreement with Burns &amp; McDonnell for the Sodium Hypochlorite Disinfection System at the Water Treatment Plant</b>	<b>DEPARTMENT: Public Works</b>
<b>AGENDA SECTION:</b>	<b>PROJECT AMOUNT:</b> \$23,000.00 – Final design, Permitting & Construction Engineering, not-to-exceed
<b>ATTACHMENTS:</b> ( ) ORDINANCE ( ) RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	<b>DATE: October 30, 2018</b>
<b>SUMMARY HIGHLIGHTS:</b> This Agenda Item provides for an engineering agreement with Burns & McDonnell to provide the construction engineering services for the new sodium hypochlorite disinfection system at the Rantoul Water Treatment.  The proposed agreement with Burns & McDonnell in the amount of \$23,000.00 provides for the project’s final detailed design tasks, IEPA permitting, construction engineering, inspection, and contract administration services. A copy of the agreement addressing the tasks, terms, and conditions is attached for your review. Burns & McDonnell was initially selected to provide the planning & conceptual design for this project in December 2017.  The resulting project design was advertised and bids were received on October 23, 2018. Construction is anticipated to be completed in early 2019.  This project was included in the FY19 Budget (\$150,000.00).	
<b>RECOMMENDED ACTION:</b> Authorize the approval of an engineering agreement with Burns & McDonnell in the amount not-to-exceed \$23,000.00 for the final design, permitting & construction engineering services for the new sodium hypochlorite disinfection system at the Rantoul Water Treatment.	
<b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E. 	<b>VILLAGE ADMINISTRATOR:</b>
<b>AGENDA PAGE NUMBER:</b>	



October 24, 2018

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

Re: Water Treatment Plant Sodium Hypochlorite System  
Detailed Design, Permitting, Bid Phase & Part-Time Construction Engineering Services  
BMCD Project No. 104587

Dear Mr. Hazel:

Burns & McDonnell Engineering Co., Inc. (Burns & McDonnell) is pleased to submit this request for funding to the Village of Rantoul, Illinois (Village) for engineering services associated with installation of a sodium hypochlorite system at the Village's Water Treatment Plant (WTP).

#### **BACKGROUND**

Burns & McDonnell has been supporting the Village with planning and conceptual design efforts to replace the existing chlorine gas disinfection system at the WTP with a bulk sodium hypochlorite system. We have been providing these services in accordance with our letter proposal dated December 20, 2017 and approved by the Village on January 5, 2018. That agreement is attached for reference. Subsequent to approval of this agreement, at the Village's request, we have provided detailed design, permitting, and bid phase services to the Village for implementation of the sodium hypochlorite system.

A bid opening was held for the project on October 23, 2018. Bids from two (2) contractors were received that ranged from \$76,371.00 to \$144,000.00. The engineer's opinion of probable cost for the project was \$142,000. We understand that the Village is considering award of the contract and has requested that Burns & McDonnell provide engineering services during construction.

This letter summarizes our request for funding for design and bid phase services (detailed design, permitting, and bid phase services) and construction engineering services. It serves as an amendment to our existing agreement (Burns & McDonnell Project No. 104587).

#### **SCOPE OF SERVICES**

A summary of services provided is presented below. Task 1 has been completed at the prior request of the Village. Task 2 will be provided upon authorization by the Village.

#### **Task 1 – Detailed Design, Permitting, & Bid Phase Support**

Activities provided as part of this task include:



G. Gregory Hazel, P.E.  
Village of Rantoul  
October 24, 2018  
Page 2

- Detailed Design:
  - Prepare detailed technical specifications for concrete, electrical, and sodium hypochlorite system.
  - Prepare installation drawing, process flow diagram, and installation details for sodium hypochlorite system.
- Permitting: Prepare and submit construction permit application to the Illinois Environmental Protection Agency (IEPA).
- Bid Phase Support:
  - Provide electronic version of the final issued for bid documents in PDF format to prospective bidders.
  - Facilitate and attend a pre-bid meeting to discuss the project with prospective bidders.
  - Provide bidding assistance including receiving bidder questions and requests for clarification, responding to questions in writing and preparation of addenda as necessary.
  - Review bids for completeness, develop and review bid tabulation, and make a recommendation for contract award.

## **Task 2 – Engineering Services During Construction**

Activities provided as part of this task include:

- Contract preparation: Assist the Village in preparation and execution of the contracts.
- Attendance at a preconstruction meeting that will be held at the Village with the selected Contractor. Burns & McDonnell will facilitate the meeting on behalf of the Village and will prepare a meeting agenda and distribute meeting minutes following the meeting. We anticipate one preconstruction meeting prior to beginning work. Our staff engineer will attend the meeting in person and our project manager will participate by phone.
- Submittal Review: Burns & McDonnell will review shop drawings and data submitted by the contractor for conformity with the contract plans and specifications. As part of this task we will develop and maintain a shop drawing review log including receipt dates, review status and conformity information for the submittals required to be made by the contractors. The log will be maintained throughout the construction phase of the Project.
- Contract Administration: Burns & McDonnell will review weekly reports prepared by Village staff, review contractor's monthly and final pay requests, review contractor's requests for information and requests for proposals, prepare change orders, and notify the Village of identified items not in conformance with the Construction Contract Documents.
- Resident Engineering: Burns & McDonnell will provide part-time construction observation and inspection services for the project. Our services will consist of providing one on-site Construction Inspector, responsible for observing the work for conformance with the



G. Gregory Hazel, P.E.  
Village of Rantoul  
October 24, 2018  
Page 3

Contract Construction Documents. This proposal is based on providing these services on a part-time basis. We will provide eight (8) hours per day, one (1) day per week for a total of 4 visits during construction. We have budgeted 32 hours for these services.

- Contract Closeout: Burns & McDonnell will close out the contract following completion of the project. Complete one site inspection after substantial completion, develop a project punch list, and one final site inspection with the Village and Contractor.
- Conforming to Construction Drawings: Burns & McDonnell will incorporate “red-line” records from the Contractor into the project drawing files and provide a set of Conforming to Construction Drawings in electronic format to the Village.

#### **COMPENSATION**

Burns & McDonnell proposes to complete the scope of services included in this proposal as follows:

- Task 1 - Detailed Design, Permitting, & Bid Phase Support: For a lump sum fee of \$13,000.
- Task 2: On a time-and-materials basis not to exceed \$10,000.00 in accordance with the attached rate sheet.

#### **GENERAL CONSIDERATIONS**

If this proposal is satisfactory, please sign and date this document and return one signed copy to us to affect an Agreement. The attached Terms and Conditions for Professional Services are incorporated in and made a part of the Agreement.

We greatly appreciate this opportunity to serve the Village. If you have any questions about this proposal, please call me at 630-724-3276.

Sincerely,  
BURNS & McDONNELL ENGINEERING CO., INC.

A handwritten signature in black ink that reads "Randall L. Patchett, P.E.".

Randall L. Patchett, P.E.  
Water and Municipal Services Manager

Attachment: Approved Agreement Dated December 20, 2017  
Schedule of Hourly Professional Service Billing Rates Form BMR\_Rantoul2018



G. Gregory Hazel, P.E.  
Village of Rantoul  
October 24, 2018  
Page 4

**PROJECT: WATER TREATMENT PLANT SODIUM HYPOCHLORITE  
SYSTEM  
DETAILED DESIGN, PERMITTING, BID PHASE & PART-  
TIME CONSTRUCTION ENGINEERING SERVICES**

**Client:** Village of Rantoul

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



December 20, 2017

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

Troy Sisk  
Chief of Operations, Water Plant  
Village of Rantoul  
200 West Grove Avenue  
Rantoul, Illinois 61866

Re: Proposal for East Water Treatment Plant Sodium Hypochlorite System Conceptual Design

Dear Mr. Hazel and Mr. Sisk:

Burns & McDonnell understands that the Village of Rantoul (Village) is interested in converting the existing chlorine gas disinfection system at the East Water Treatment Plant to a bulk sodium hypochlorite system. Bulk sodium hypochlorite systems are generally safer than chlorine gas systems and less expensive than on-site sodium hypochlorite generation. When contemplating a sodium hypochlorite system there are multiple items to consider, including:

- Sodium hypochlorite systems are typically more expensive to operate than chlorine gas systems.
- Sodium hypochlorite systems must be properly sized because bulk sodium hypochlorite has a shelf life after which it becomes less effective over time. Addition of sodium-hydroxide and maintaining the pH of the sodium hypochlorite solution at or above 11 significantly increases the shelf life of sodium hypochlorite.

We have reviewed the vendor proposal received by the Village in 2016 for a sodium hypochlorite system. The quote appears to be for equipment only and does not include installation costs. It also does not appear that an analysis was done to determine operating costs including chemical and labor for the system once it is installed. While Burns & McDonnell is a strong proponent of transitioning from chlorine gas to sodium hypochlorite, we suggest that the Village proceed with a conceptual design that includes equipment sizing, layout, and estimated capital and operational costs. The conceptual design would also include development of an instrumentation and control logic list with Village staff for operating the system with automation and controls acceptable to the Village. Once the conceptual design is completed, the Village will have a document that presents costs, a conceptual layout and operational strategy. This document can then be further developed to a detailed design for bidding and construction.



G. Gregory Hazel, P.E.  
Village of Rantoul  
December 20, 2017  
Page 2

Troy Sisk  
Village of Rantoul

### **SCOPE OF SERVICES**

The scope of our services provided to the Village is presented below:

#### **Task 1 – Data Collection**

Activities provided as part of this task include:

- A site visit and field investigation of the project area to visually document existing conditions including available space, utilities and available SCADA. We understand that the existing SCADA system is analog with limited available input/output.
- Testing of existing water prior to disinfection to determine sizing of the bulk storage and day tank(s) for the sodium hypochlorite system.
- Determine Village requirements for the system such how frequently does the Village want to have chemical delivered and the desired level of automation of the system.

#### **Task 2 – Concept Design**

Develop a concept design for review by the Village that will include equipment sizing, equipment layout, concept utilities drawings and conceptual instrumentation and control logic. Development of capital and operation and maintenance probable costs will be prepared.

### **ANTICIPATED DELIVERABLES**

This proposal includes preparation of concept drawings for equipment layout and utilities. It includes submittal of a conceptual instrumentation and control logic list and engineer's opinion of probable capital and operation and maintenance costs. The documents developed as part of this project will be included in a letter report. Three hard copies and one electronic copy of the report in PDF format will be submitted to the Village.

### **COMPENSATION**

Burns & McDonnell proposes to complete the project for a lump sum fee of \$11,500.00.

### **SCHEDULE**

The total project time is anticipated to be approximately 60 days.

### **GENERAL CONSIDERATIONS**

The attached Terms and Conditions for Professional Services are incorporated in and made a part of the Agreement. If this proposal is satisfactory, please sign and date this document and return a fully executed copy to us to affect an Agreement.



G. Gregory Hazel, P.E.  
Village of Rantoul  
December 20, 2017  
Page 3

Troy Sisk  
Village of Rantoul

We greatly appreciate this opportunity to serve the Village. If you have any questions about this proposal, please call Randy at 630-724-3276 or Joe at 630-724-3809.

Sincerely,

*Randall L. Patchett, P.E.*

Randall L. Patchett, P.E.  
Water and Municipal Services

*Joseph M. Darlington*

Joseph M. Darlington, P.E.  
Project Manager

RLP/jmd

**PROJECT: EAST WATER TREATMENT PLANT SODIUM  
HYPOCHLORITE SYSTEM CONCEPTUAL DESIGN**

**Client: Village of Rantoul**

**Signature:**

*[Handwritten Signature]*

**Title:**

VILLAGE ADMINISTRATOR

**Date:**

01/15/2018

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: East WTP Sodium Hypochlorite System Conceptual Design  
Client: Village of Rantoul, Illinois

Date of Letter, Proposal, or Agreement: December 20, 2017

**1. SCOPE OF SERVICES**

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

**2. PAYMENTS TO BMcD**

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

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

**3. INSURANCE**

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

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

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

**4. INDEMNIFICATION**

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

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

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

**5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES**

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

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

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

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

**6. PERIOD OF SERVICE AND SCHEDULE**

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

**7. COMPUTER PROGRAMS OR MODELS**

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

**8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS**

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

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

**9. DOCUMENTS**

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

(continued on reverse side)

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

#### 10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

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

#### 11. POLLUTION

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

#### 12. ON-SITE SERVICES

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

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

#### 13. CHANGES

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

#### 14. TERMINATION

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

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

#### 15. DISPUTES, NEGOTIATIONS, MEDIATION

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

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

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

#### 16. WITNESS FEES

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

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

#### 17. CONTROLLING LAW AND VENUE

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

#### 18. RIGHTS AND BENEFITS – NO ASSIGNMENT

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

#### 19. ENTIRE CONTRACT

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

#### 20. SEVERABILITY

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

- END -

## Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$57.00
Technician *	6	\$72.00
Assistant *	7	\$82.00
	8	\$109.00
	9	\$122.00
Staff *	10	\$132.00
	11	\$143.00
Senior	12	\$156.00
	13	\$184.00
Associate	14	\$193.00
	15	\$198.00
	16	\$203.00
	17	\$209.00

**NOTES:**

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2018, and are subject to revision thereafter.

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

<b>AGENDA ITEM</b>	<b>PAGE</b> _____ <b>OF</b> _____
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<b>ITEM: Airport Consultant Services</b>	<b>DEPARTMENT: Public Works - Airport</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT:</b>
<b>ATTACHMENTS:</b> <input type="checkbox"/> <b>ORDINANCE</b> <input type="checkbox"/> <b>RESOLUTION</b> <input checked="" type="checkbox"/> <b>OTHER (See Summary Highlights)</b> <input checked="" type="checkbox"/> <b>SUPPORTING DOCUMENTS</b>	<b>DATE: October 30, 2018</b>
<b>SUMMARY HIGHLIGHTS:</b>  <p>This Agenda Item provides for the selection of a consultant to provide Airport Engineering Services to the Village of Rantoul for the next five (5) years. This selection process is a FAA and IDOT requirement and the Village's existing consultant agreement expires this year (2018).</p> <p>The Village advertised for engineering Request for Qualifications (RFQ's) in accordance with the Federal Aviation Administration (FAA) advisory circular 150/5100-14E and received three (3) submittals on June 25, 2018. A review of the completeness of each firm's submittal; a review of their experience of projects similar to those outlined in the Village's Transportation Improvement Plan (TIP); and then interviews with the engineering team were conducted. Firms were evaluated on their ability and experience with similar projects and their ability to represent the Village with the Illinois Department of Transportation, Division of Aeronautics, Federal Aviation Administration, contractors, etc. Hutchison Engineering, Inc. was the firm which best met these criteria.</p>	
<b>RECOMMENDED ACTION:</b> Authorize the approval of the selection of an Airport Engineer and a five (5) year engineering consultant retainer agreement with Hutchison Engineering, Inc.	
<b>DEPARTMENT HEAD APPROVAL:</b> Eric Vences <i>EV</i> G. Gregory Hazel, P.E. <i>gh</i>	<b>VILLAGE ADMINISTRATOR:</b>
<b>AGENDA PAGE NUMBER:</b>	

# Hutchison Engineering, Inc.

June 25, 2018

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

Subject:           Consultant Selection  
                  **TIP – RANTOUL NATIONAL AVIATION CENTER**

Dear Mr. Vences and Selection Committee:

The following submittal is our firm's Statement of Qualifications package for your consideration in the Airport Sponsor Consultant Selection Process.

The firm of Hutchison Engineering, Inc. is prequalified with the Illinois Division of Aeronautics – IDOT and the Federal Aviation Administration for airport work. The firm has performed engineering services on many airports in the State of Illinois for 70 years. We have well established relationships with the IDOT Division of Aeronautics engineers, bureau and section chiefs, planners, and programmers that allow us to stay at the forefront of changes in the Airport Improvement Program, and to promptly and efficiently address any project related task.

As you review our submittal, you will see that Hutchison Engineering has a vast amount of project experience with seven decades of continuous service that rival any airport-qualified consultant in the State. I encourage you to contact our Airport clients who will undoubtedly speak to the quality of our firm's work, and the responsiveness and passion we bring to each airport. The focus of our aviation department is to provide engineering services to airports located exclusively in Illinois and the Great Lakes Region. With our main office located in Jacksonville, and supporting offices in Peoria, Moline, and Shorewood, we have the experienced staff and resources to meet the needs of the Village of Rantoul and the Rantoul National Aviation Center in all phases of airport improvement projects.

Our firm has thoroughly reviewed your proposed project scope of work for this assignment. Our Statement of Qualifications includes a comprehensive project approach section that provides you with a narrative and exhibits to showcase our staff's understanding of the proposed airport improvement projects. Furthermore, all as-built and archived plans completed at Rantoul through the Airport Improvement Program by previous consultants have been reviewed for a full understanding of the project design and construction history and to facilitate a smooth transition between airport consultants.

If you should have any questions about our submittal, or would like to schedule a meeting, please do not hesitate to contact me or this office at (217) 245-7164.

Very truly yours,

HUTCHISON ENGINEERING, INC.



Jeffrey M. Olson, P.E.  
Chief of Airport Design

JMO

## 1.0 Name, Size, and Description of Firm

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**Hutchison Engineering, Inc.** (HEI) is an employee-owned, full service civil engineering firm that has served clients throughout Illinois for seven decades. HEI is known as a firm that has successfully completed some of the region's biggest civil engineering projects and routinely partners with IDOT, airport sponsors, the Illinois State Toll Highway Authority, municipalities, county highway departments, and other public agencies and private companies on projects of all sizes. Each project is treated with the same attention to detail and professional project management.

Founded in 1945, the firm has a long-standing presence in Illinois and has consistently grown over the last 70 years. The firm currently stands at 60 employees working in four different offices. The HEI staff consists of 26 licensed professional engineers, 3 licensed structural engineers, and 4 licensed professional land surveyors. In addition to the Illinois professional licenses, the HEI staff also has licensed professional engineers in Iowa, Missouri, Indiana and Michigan.

The firm has completed projects for eight of the nine Illinois Department of Transportation districts, the Illinois State Toll Highway Authority, the Illinois Capital Development Board, 42 of the 102 Illinois Counties, 50 Illinois municipalities, and countless other public agencies and private companies.

**RFQ# VRNTL-18-Q-01**

**AIRPORT CONSULTANT**

**May 30, 2018**

Dear Sir/Madam:

Re: Request for Qualifications to Perform Professional Services  
Rantoul National Aviation Center  
Rantoul, IL 61866

**Statement of Qualifications Guidelines**

The Village of Rantoul is soliciting statements of qualifications and experience from engineering consultants for the purpose of providing planning, preliminary, design and construction phases including special services for the items indicated in the attached Preliminary Scope of Services at the Rantoul National Aviation Center. The proposed services must be performed and completed in such a manner as to be eligible for funding under the FAA Airport Improvement Program. A qualification based selection process conforming to FAA Advisory Circular 150/5100-14E "Architectural, Engineering and Planning Consultant Services for Airport Grant Projects" (9/25/2015) will be used.

If your firm wishes to be considered for the services referenced above, please submit five (5) copies of the following information by the revised time and date of **2:00 P.M. Monday June 25, 2018** to:

Village of Rantoul  
333 S. Tanner St.  
Rantoul, IL 61866-0038  
Mr. Eric Vences, Airport Manager (217-892-6896); [evences@village.rantoul.il.us](mailto:evences@village.rantoul.il.us)

1. Name, size and description of firm.
2. Location of main office and office where work will be accomplished.
3. Qualifications and previous experience in airport development with dates at similar airports.
4. Resumes of key personnel assigned to the projects.
5. Names, addresses and telephone numbers of references associated with the previous work experience by your firm.
6. A listing of the Illinois and FAA Great Lakes Region airports worked on by your firm as the prime consultant during the last three years.
7. Provide any additional comments you believe are relevant.
8. Provide Illinois Department of Transportation prequalification for work in Airport Design, Environmental Studies, and Airport Construction Inspection.
9. Ability to meet the required Federal provisions including DBE participation.

Please limit your submittals to 30 pages or less, exclusive of cover sheet and transmittal letter.

Please note that this is NOT a request for proposal. No elaborate or special presentation brochures or cost information are expected at this time. An evaluation of qualified firms will be undertaken following receipt of submittals. Interviews may be required. It is the intent of the Village of Rantoul to select a consultant to perform professional services for a period of five years as a result of this effort.

Sincerely,

Mr. Eric Vences  
Airport Manager  
Village of Rantoul

**AIRPORT ENGINEERING CONSULTANT**

**CONSULTANT ENGINEER SCOPE OF SERVICES**

**Rantoul National Aviation Center  
Rantoul, IL**

The Village of Rantoul is soliciting statements of qualifications and experience from engineering consultants for the purpose of providing planning, preliminary, design and construction phases including special services for the items indicated in the attached Preliminary Scope of Services at the Rantoul National Aviation Center. The proposed services must be performed and completed in such a manner as to be eligible for funding under the FAA Airport Improvement Program. A qualification based selection process conforming to FAA Advisory Circular 150/5300-14E "Architectural, Engineering and Planning Consultant Services for Airport Grant Projects" (9/30/2014) will be used.

The scope of work to be included in the retainer contract will include, but not be limited to, the following:

1. New Fuel Farm: Provide new 10,000-gallon Avgas and Jet A fuel storage tanks and self-service dispensing system, decommission and remove existing fuel tanks and associated equipment. Estimated cost: \$700,000
2. Equipment Procurement: new snow removal equipment and airport operations vehicle. Estimated Procurement cost: \$165,000
3. Seal Coat Runway 18/36. Estimated project costs: \$210,000
4. Runway 18/36 Shoulder Removal & Electrical Rehab (Phase 1) Estimated project cost: \$1,440,000
5. Runway 18/36 Shoulder Removal & Electrical Rehab (Phase 2) . Estimated project cost: \$1,440,000
6. Runway 9/27 Shoulder Removal (Phase 1) Estimated project costs \$1,000,000
7. Runway 9/27 Shoulder Removal (Phase 2). Estimated project costs \$1,000,000
8. ALP Updates and revisions as needed. Estimated costs \$3,000
9. Land Acquisition/Release Services: Appraisal, easement/survey plat preparation, update to the Exhibit 'A' as needed.
10. Environmental Assessments as needed.

An agreement for the preliminary, design, construction and special service phases for each project will be entered into independently at the appropriate time.

Example VI

Agreement for Engineering Services

(RETAINER AGREEMENT)

THIS AGREEMENT, made at Village of Rantoul, Illinois,  
this October 30 in the year 2018, by and between the  
Village of Rantoul (hereinafter referred to as the "Owner"), as Party  
of the First Part, and Hutchison Engineering, Inc. (hereinafter referred to as  
the "Engineer"), as Party of the Second Part.

WITNESSETH:

WHEREAS, the Owner intends to sponsor the accomplishment of a  
development program in stages of a public air navigation facility known as the  
Rantoul National Aviation Center, located at Latitude 40°17'37",  
Longitude -88°08'33", in Champaign  
County, State of Illinois; and

WHEREAS, the development program shall be described as: (insert scope of  
work here):

(See Attached Sheet 11)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and

WHEREAS, the Department of Transportation, Division of Aeronautics, State of Illinois is the authorized Agent of the Owner under the proposed development program (it shall be hereinafter referred to as the "Division");

WHEREAS, the Engineer agrees to furnish executed "Certification of Engineer" and certain professional engineering services enumerated hereinafter, in connection with the aforesaid development program.

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained, IT IS MUTUALLY COVENANTED AND AGREED as follows:

I. ENGINEERING SERVICES

The Engineer agrees to furnish and perform the various professional engineering services, upon request, for the preparation of the above referenced development program as follows:

A. The Planning Phase

1. Upon request by the Owner, the Engineer agrees to attend meetings and provide any professional advice, guidance and assistance in planning for the scope of work covered by the agreement.
2. Prepare and furnish any sketches, drawings, reports, cost estimates, or documents necessary for programming all or any part of the scope of work covered by this agreement.
3. Furnish the Division and the Owner the required number of sets of completed and approved documents referenced in paragraph 2 above.

4. Render clarification of any of the items provided under paragraph 2 above, when and if such clarification is deemed necessary.

B. The Preliminary Phase

1. Office Engineering

- a. Provide the Owner when requested, all elements required for the Application for Federal Assistance ready for the signatures of the Owner and submittal to the Division.
- b. Preparation of elementary sketches and supplementary sketches required achieving State and/or Federal budgeting.

C. The Design Phase

1. Upon completion of the programming and budgeting of all or any part of the scope of work covered by this agreement, the parties hereto agree to negotiate and execute an Agreement for Engineering Services covering the specifically defined parts of the scope of work which are to be funded under a specific project. The Agreement(s) will cover the Preliminary, Design, Special Services, and Construction Phases of the specific project.

II. CHARGES FOR ENGINEERING SERVICES

- A. The Owner agrees to pay the Engineer as compensation for rendering the professional engineering services hereinabove described in Section I, Paragraphs A and B, based on an approved Engineering Agreement.

- B. The Owner by a written thirty (30) day notice may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Engineer shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated by the Engineer in performing this agreement whether completed or in process. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner.

### III. SPECIAL CONDITIONS

- A. It is further mutually agreed by the parties hereto that all reproducible and copies of the drawings, tracings, cost estimates, plans, and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Owner and basic survey notes and sketches, computations and other data shall be made available upon request to the Owner without restriction or limitation on their use.
- B. It is further mutually agreed by the parties hereto that the Engineer shall proceed to furnish engineering services on any part of the scope of work under the terms heretofore provided in this agreement, after the request has been made in writing by the Owner.
- C. Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this agreement and to the

partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.

- D. This agreement expires upon final approval and acceptance of the completed project(s) covered by the scope of work.
- E. The Engineer agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity", as amended.
- F. The Engineer agrees that the Sponsor, the Division, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

#### IV. SPECIAL PROVISIONS

- A. If any of the services outlined in Section I are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall provide an executed contract between the person(s) or firm and the Engineer outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the Owner for approval prior to the services being performed.
- B. During the performance of this contract, the Engineer, for itself, its assignees and successors in interest agrees as follows:

1. The Engineer shall comply with the Regulations relative to Nondiscrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Owner or the Federal

Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. In the event of the Engineer's noncompliance with the non-discrimination provisions of this contract, the Owner shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to –

- (a) withholding of payments to the Engineer under the contract until the Engineer complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

6. The Engineer shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

C. The Engineer agrees to ensure that minority business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at

Village of Rantoul, Illinois, this

October 30, 2018.

ATTEST :

(SEAL)

Village of Rantoul  
(Party of the First Part)

BY \_\_\_\_\_

Michael Graham, Village Clerk  
Title

BY \_\_\_\_\_

Charles Smith, Mayor  
Title

ATTEST:

(SEAL)

Hutchison Engineering, Inc.  
(Party of the Second Part)

BY \_\_\_\_\_

Michael V. Meier, Secretary  
Title

BY \_\_\_\_\_

Gary L. Hutchison, President  
Title

108653-00  
Illinois Human Rights Number

37-0960852  
Federal Employer's Identification  
Number (F.E.I.N.)

CERTIFICATION OF ENGINEER

I hereby certify that I am the President (title)  
and duly authorized representative of the firm Hutchison Engineering, Inc.  
Jacksonville, Illinois, 62650, whose address is 1801 W. Lafayette,  
Jacksonville, Illinois, 62650, and that neither I nor the above firm I here  
represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee,  
or other consideration, any firm or person (other than a bona fide employee working solely for  
me or the above consultant) to solicit or secure this contract,

(b) agreed, as an express or implied condition for obtaining this contract, to employ  
or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid or agreed to pay to any firm, organization, or person (other than a bona fide  
employee working solely for me or the above consultant) any fee, contribution, donation, or  
consideration of any kind for, or in connection with, procuring or carrying out the contract;  
except as here expressly stated (if any):

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an  
officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such  
conduct which is a matter of record, nor has an official, agent, or employee of the firm  
committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or  
authorization of a responsible official of the firm.

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the  
United States' Department of Transportation in connection with this contract involving  
participation of Airport Improvement Program (AIP) funds and is subject to applicable state and  
Federal laws, both criminal and civil.

October 30, 2018

(Date)

Hutchison Engineering, Inc.

(Name of Firm)

By \_\_\_\_\_

Michael V. Meier, Secretary

(Typed or Printed Name, Title)

By \_\_\_\_\_

Gary L. Hutchison, President

(Typed or Printed Name, Title)

## SCOPE OF WORK

The Village of Rantoul, sponsor of the Rantoul National Aviation Center, has selected Hutchison Engineering, Inc. for the purpose of developing or planning, preliminary engineering, design and construction of aviation related projects and items such as the type indicated below. It is the intent of the Village of Rantoul to enter into a Retainer Agreement with the consultant for a five year period of time during which some or all of these projects may be developed.

The Scope of Work to be included in the Retainer Agreement will be as follows:

1. The consultant will be called upon to provide the necessary expertise for items, such as runway approach and runway protection zone obstruction surveys and technical advice for which the services of a consultant specialist are required on a part-time basis.
2. Will include the necessary preparation of cost submittals and documentation to the Illinois Department of Transportation, Division of Aeronautics, in the development of the annual budget documents. Projects include, but are not limited to, those delineated below.

An agreement for the preliminary, design, construction, and special services phases for each project will be entered into independently at an appropriate time. The projects are as follows:

1. New Fuel Farm. Estimated cost \$700,000.
2. Equipment Procurement. Estimated cost \$165,000.
3. Seal Coat Runway 18/36. Estimated cost \$210,000.
4. Runway 18/36 Shoulder Removal and Electrical Rehab. To be completed in multiple phases. Estimated cost \$2,880,000.
5. Runway 9/27 Shoulder Removal and Electrical Rehab. To be completed in multiple phases. Estimated cost \$2,000,000.
6. Airport Layout Plan and Property Line Map updates and revisions, as needed. Estimated cost \$3,000.
7. Land Acquisition/ Release Services/ Exhibit 'A' updates as needed.
8. Environmental Assessments as needed.

The total construction costs for the above are estimated to be in the area of 5,500,000 to \$6,500,000 and be accomplished within the next three to five years.

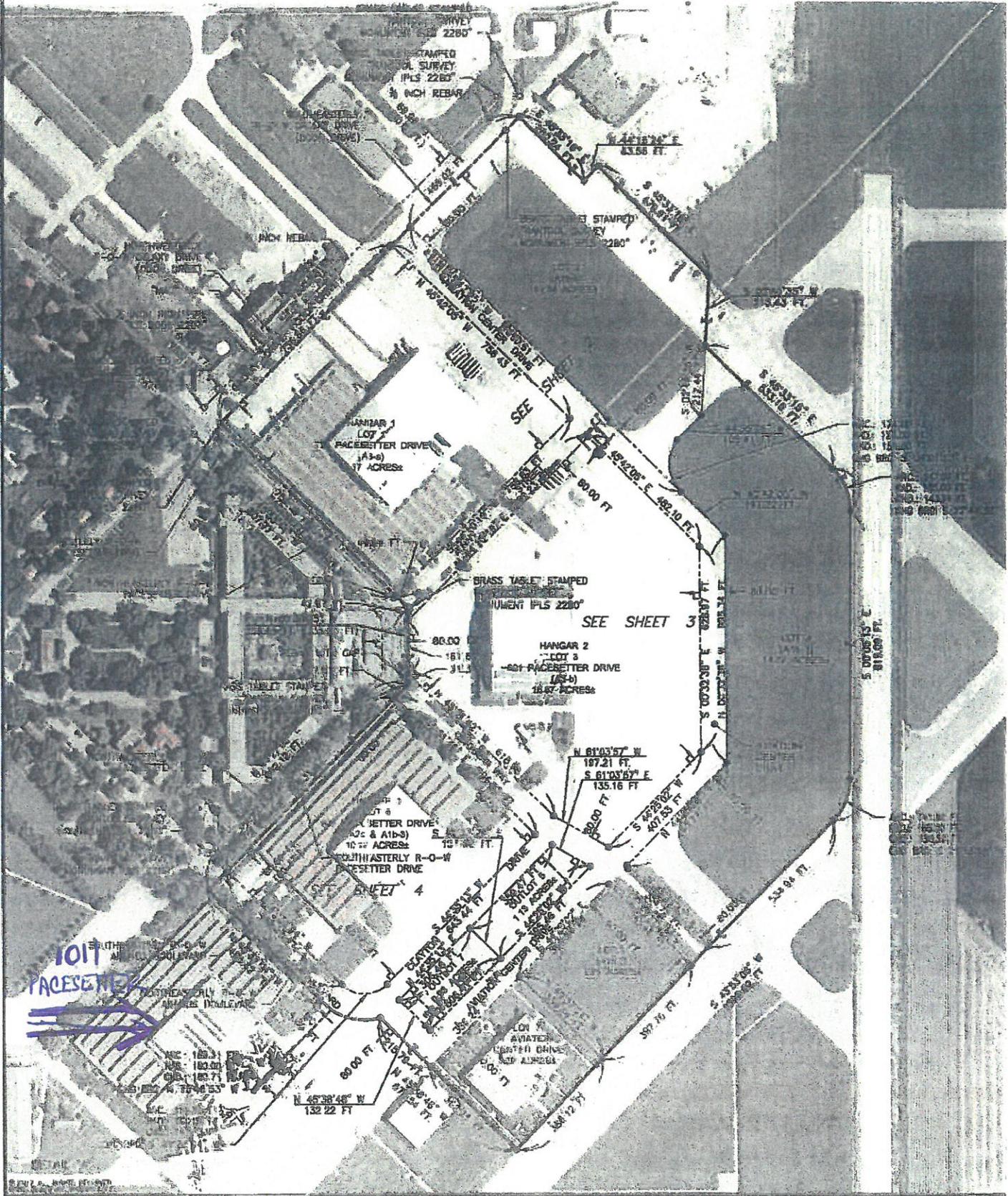
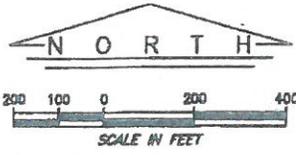
**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

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

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

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



1011  
FACESBETTER



## Village of Rantoul Department of Economic Development HANGAR 4

### Hangar 4 Details

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

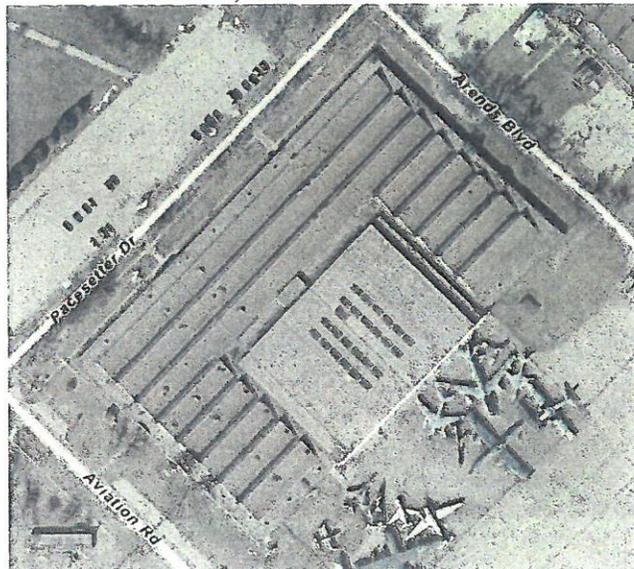
### CONTACT INFORMATION

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

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

### LOCATION HANGAR 4

1011 Pacesetter Drive  
Rantoul, IL 61866



See more at [myrantoul.com](http://myrantoul.com)

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

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

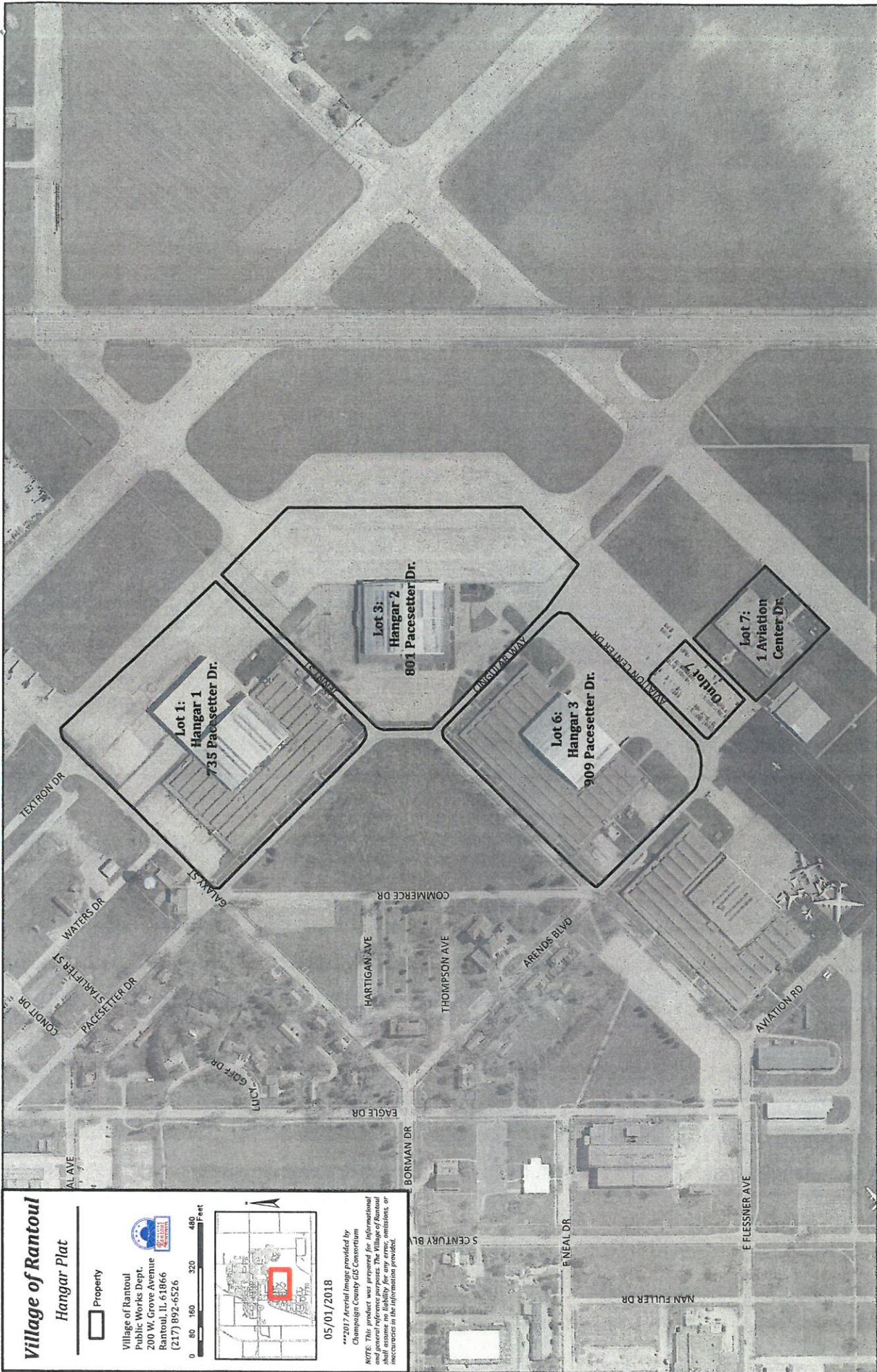
**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

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

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM PAGE 1 OF**

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



**Village of Rantoul**  
**Hangar Plat**

Property

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



05/01/2018

\*\*\*2017 Aerial Image provided by  
 Champaign County GIS Consortium  
 NOTE: This product was prepared for informational  
 and general reference purposes. The Village of Rantoul  
 does not warrant the accuracy, completeness, or  
 timeliness of the information provided.

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

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



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~~AGREEMENT FOR SALE OF REAL ESTATE  
(SECOND AMENDED AND RESTATED)~~

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THIRD

BY AND BETWEEN THE

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS,  
AS SELLER

AND

JOHN VAN DER VELDE,  
AS BUYER

DATED AS OF AUGUST 1, 2018

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**AGREEMENT FOR SALE OF REAL ESTATE**  
**(SECOND AMENDED AND RESTATED)**

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

**RECITALS**

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

**ARTICLE I**  
**SALE AND PURCHASE**

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

**Section 1.2. Purchase Price.** Buyer agrees to pay to Seller \$5,150,000.00 as the total purchase price for the Premises. Such total purchase price, adjusted by prorations and credits allowed the Parties by this Agreement, shall be paid to Seller at closing from the Escrow Account described in Section 1.3(d) below in cash, by cashier's check or other form of payment acceptable to Seller.

**Section 1.3. Due Diligence.**

(a) Until September 25, 2018 (the "**Due Diligence Period**"), Buyer and his agents and representatives shall be entitled to conduct an inspection of the Premises, which may include, but shall not be limited to, the rights to (1) enter on the Premises to perform inspections and tests, including, but not limited to, inspection, evaluation and testing of the heating, ventilation and air-conditioning systems and all components thereof, the roof of the buildings, the parking lots, all structural and mechanical systems within the buildings, including, but not limited to, sprinkler systems, power lines and panels and plumbing; (2) inspect leases and all other contracts, agreements, documents and environmental reports in the possession or control of Seller relating to the Premises, copies of which shall be provided to Buyer by Seller to the extent in Seller's possession or control; and (3) make investigations with regard to zoning, environmental, building code and other legal requirements, including, but not limited to, an environmental assessment. If Buyer, in its sole and absolute discretion, determines that the results of any inspection, test or

examination do not meet Buyer's criteria for purchase or operation of the Premises in the manner contemplated by Buyer, or if Buyer, in his sole discretion, otherwise determines that the Premises are unsatisfactory to him, then Buyer may terminate this Agreement by written notice to Seller, given not later than the last day of the Due Diligence Period. Upon such termination, and, except as otherwise provided in this Section, neither of the Parties shall have any further liability to the other hereunder. In the event Buyer fails to notify Seller of his intent to terminate this Agreement prior to the expiration of the Due Diligence Period, Buyer's right to terminate this Agreement shall be waived and become null and void.

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

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

(d) On or before September 25, 2018, the Buyer shall deposit the \$5,150,000 purchase price by certified or cashier's check or wire transfer in an escrow account (the "**Escrow Account**") with Chicago Title and Trust Company, Champaign, Illinois (the "**Title Company**") administered in accordance with an Escrow Agreement with the Title Company (the "**Escrow Agreement**"). Upon fully funding the Escrow Account, Buyer waives any right to terminate this Agreement under this Section 1.3(a) and any other contingency under this Agreement except for matters pertaining to title of the Premises under Section 2.2 hereof. Buyer shall direct all investments in the Escrow Account in the manner provided in the Escrow Agreement and shall be entitled to receive all investment earnings thereon.

**Section 1.4. Contingency of Agreement.** This Agreement is contingent upon Seller being expressly authorized by the Federal Aviation Administration (the "**FAA**") to sell and convey the Premises to a third party purchaser. In the event that Seller has been unable to obtain such authorization from the FAA on or before ~~September 25, 2018~~, this Agreement shall be deemed null and void and of no force and effect and neither Seller nor Buyer shall have any obligation or liability with respect thereto.

FEBRUARY 28, 2019

**Section 1.5. Possession and Closing.** Seller shall deliver possession of the Premises to Buyer at the time of the closing of this transaction (the "**Closing**") which shall occur fifteen (15) days after the last day of the Due Diligence Period described in Section 1.3 of this Agreement above, or after satisfaction of the contingency described in Section 1.4 of this Agreement above, whichever occurs last (the "**Closing Date**"), at the office of the Title Company in Champaign, Illinois. Provided, however, that in the event that the Closing Date does not occur on or before September 25, 2018, this Agreement shall be deemed null and void in accordance with Section 1.4 above. All keys, combinations and other similar items required to properly deliver possession and control of the Premises not previously delivered to Buyer shall be delivered to Buyer at Closing.

**ARTICLE II**  
**TITLE MATTERS**

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

**Section 2.2. Exceptions to Title.**

(a) Permissible exceptions to title shall include the following (the "**Permitted Exceptions**"): the lien of general taxes and special assessments, if any; zoning laws and building codes and ordinances; easements (apparent or of record) which do not underlie any buildings; and covenants and restrictions of record which are not violated by the existing improvements or the present uses of the Premises and which do not restrict reasonable use of the Premises; all existing leases for all or any part of the Premises (the "**Existing Leases**"); and all applicable covenants and restrictions contained in the following: (i) that certain Airport Phase I Quit Claim Deed dated July 12, 2007 from the United States of America, acting by and through the Secretary of the Air Force (the "**Government**"), to the Village of Rantoul for Hangar 1 (the "**Hangar 1 Quit Claim Deed**"); (ii) that certain Airport Phase II Quit Claim Deed dated July 23, 2007 from the Government to the Village for 1 Aviation (the "**1 Aviation Deed**"); and (iii) that certain Quit claim Deed to be delivered to Seller from the Government for Hangars 2 and 3 (the "**Hangars 2 and 3 Quit Claim Deed**"), copies of which Existing Leases, Hangar 1 Quit Claim Deed and 1 Aviation Deed have been provided to or otherwise been made available to the Buyer and a copy of which Hangars 2 and 3 Quit Claim Deed shall be provided to Buyer within ten (10) business days after delivery thereof from the Government to Seller.

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

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

**Section 2.3. Special Warranty Deed; Other Deliveries.**

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

(b) Upon Buyer's request at any time during the Due Diligence Period, Seller shall deliver to Buyer the following:

- (i) the form of the Special Warranty Deed and copies of all originals of the Existing Leases and any other contracts, licenses, permits and agreements pertaining to the Premises to the extent not previously delivered to Buyer under Section 1.3(a)(2) above;
- (ii) the form of Seller's assignment to Buyer of all of Seller's interest in the Existing Leases and all rent payable thereunder; and
- (iii) appraisals for each of the Premises.

Buyer shall have the right during the Due Diligence Period to approve each of the items described in parts (i) and (ii) above.

### **ARTICLE III** **PRORATIONS, REPRESENTATIONS AND OTHER OBLIGATIONS**

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

**Section 3.2. Proration of Rents.** The proration of rents derived from the Existing Leases shall be prorated as of the day prior to the Commencement Date (as defined in the Existing Leases), with Seller being entitled to all such rent paid or owned to Seller prior to the Commencement Date (as defined in the Existing Leases) and Buyer being entitled to all rent accruing on and after the Commencement Date (as defined in the Existing Leases); provided, however, that Buyer shall be entitled to receive the rent for Hangar 1 payable to the Village for the months of May and June, 2018 in the amount of \$12,129.18 per month, with the payment for May, 2018 having been previously made by the Seller and the payment for June, 2018 Seller agrees to pay to Buyer on the Effective Date of this Agreement. Buyer agrees to repay to Seller the total amount paid for both months of May and June, 2018, in the event Closing does not occur.

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

**Section 3.4. Casualty and Condemnation.** If, prior to the Closing, all or any portion of the Premises is damaged by fire or other natural casualty (collectively "**Damage**"), or is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings (collectively "**Condemnation**"), then the provisions of Sections 7.5 or 7.6 of the Lease shall apply.

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

#### **ARTICLE IV** **DEFAULT**

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

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

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

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

#### **ARTICLE V** **MISCELLANEOUS PROVISIONS**

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

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

**Section 5.3. Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either of the Parties, nor shall any provision give any third parties any rights of subrogation or action over or

against either of the Parties. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

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

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

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

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

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

With a copy to:  
Kenneth N. Beth  
Evans, Froehlich, Beth & Chamley  
44 Main Street, Third Floor  
Champaign, IL 61820  
Tel: (217) 359-6494

- (ii) In the case of Buyer, to:  
John Van Der Velde  
3230 Overland Avenue, #217  
Los Angeles, CA 90034  
Tel: (310) 202-1035

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

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

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

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

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

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

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

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

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY,  
ILLINOIS, AS SELLER

By: Charles Amick  
Village President

ATTEST:

By: Olga Gordon  
Village Clerk

Date: 8/8/2018



JOHN VAN DER VELDE, AS BUYER

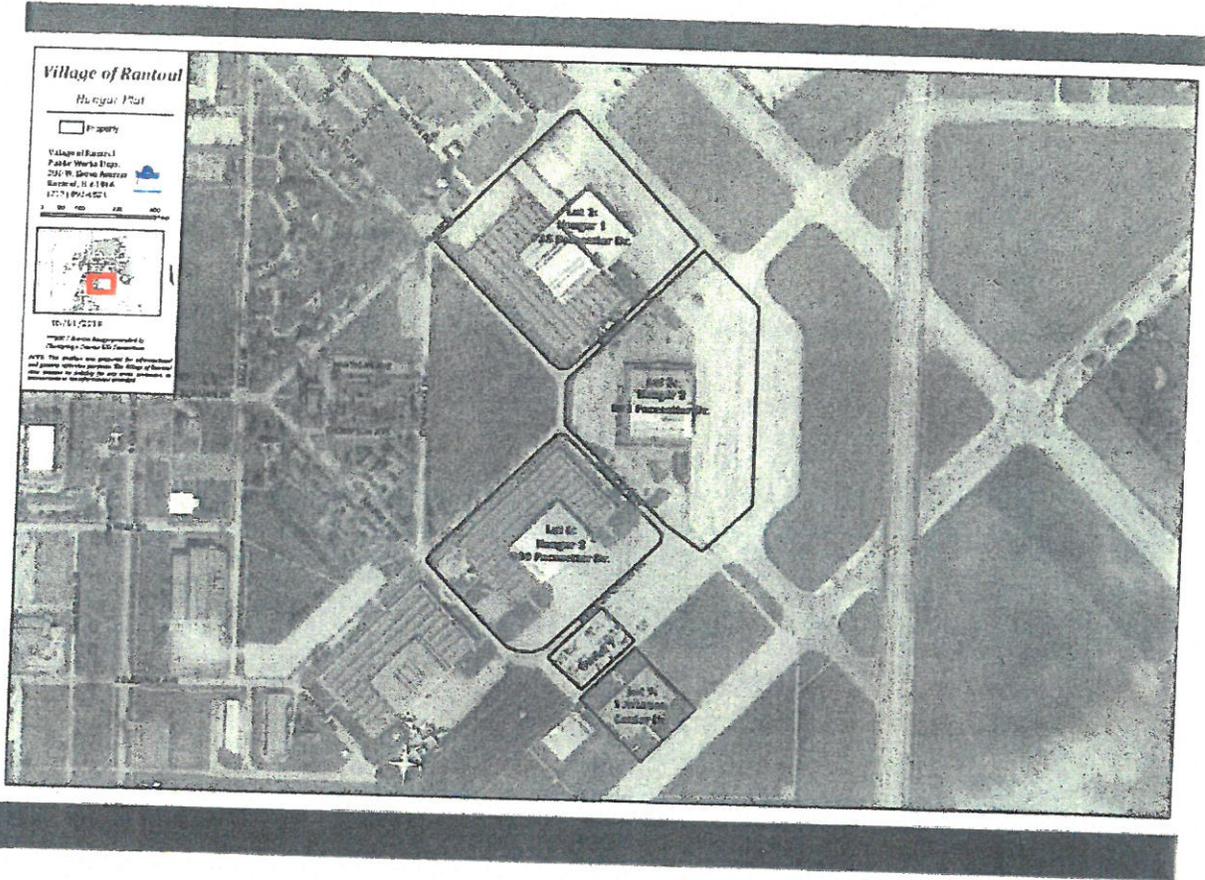
[Signature]

Date: July 25, 2018

[Exhibit A follows this page and is an integral part of this Agreement in the context of use.]

**EXHIBIT A**

**Depiction of the Premises**



# JOHN VAN DER VELDE

*Investments*

POST OFFICE BOX 18674 • BEVERLY HILLS, CALIFORNIA 90209 • TELEPHONE (310) 202-1035 • FACSIMILE (310) 836-5117

-FACSIMILE TRANSMITTAL

Date: October 4, 2018

To: A. J. Thoma III.

From: John van der Velde

Fax Number: (310) 836-5117

Fax Number to: (217) 403-3440

Pages including transmittal: 2

Remarks:

JOHN VAN DER VELDE

*Investments*

POST OFFICE BOX 18874 • BEVERLY HILLS, CALIFORNIA 90209 • TELEPHONE (310) 202-1035 • FACSIMILE (310) 836-5117

Via facsimile

October 4, 2018

Mr. A.J. Thoma  
Coldwell

Re: Village of Rantoul Properties

Changes in Agreement of Sale:

Section 1.1: Hanger 1, 2, 3, 4 and Aviation Center for atotal of 896,450 sq.ft.

Section 1.2: Purchase Price: \$8,175,000.

1.3 (d): Due diligence period: November 30, 2018.  
except Hanger 4: July 31, 2019.

Page 6: Spelling of my name: van der Velde

Master Lease: You and Eric have the required information. Upon for Hanger 1, 2, 3 and Aviation Center must be provide.

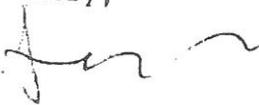
Funding: I have been advised that funding for Hangers 1, 2, 3 and Aviation Center on November 30, 2018 can be achieved.

Lease: Hanger 3 must be provided with all documentation. Annual lease payment is: \$2.50 per square foot

Payment: \$12,129.18.

Please be advised that unless the items set forth herein is not received by October 12, 2018 (PCT 3 P.M.), I shall withdraw any interest in the subject properties by not waiving the contingencies. I shall document same in writing on October 15, 2018, as set forth in the Sales Agreeemnt.

Cordially,



ADDRESS: 3230 OVERLAND AVENUE #217 • LOS ANGELES, CALIFORNIA 90034

---

---

**AGREEMENT FOR SALE OF REAL ESTATE  
(Hangars 1, 2, 3 and 4 and 1 Aviation Drive)**

---

**BY AND BETWEEN THE  
VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS,  
AS SELLER**

**AND**

**JOHN VAN DER VELDE,  
AS BUYER**

**DATED AS OF OCTOBER 1, 2018**

---

---

**AGREEMENT FOR SALE OF REAL ESTATE**  
**(Hangars 1, 2, 3 & 4 and 1 Aviation Drive)**

**THIS AGREEMENT FOR SALE OF REAL ESTATE (Hangars 1, 2, 3 and 4 and 1 Aviation Drive)**, including Exhibit A, which is attached hereto and made a part hereof (collectively, this “**Agreement**”), is dated for reference purposes only as of October 1, 2018, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation, as Seller (“**Seller**”) and John van der Velde, an individual of Los Angeles, California, as Buyer (“**Buyer**”). For the purposes of this Agreement, the term “**Parties**” is sometimes used to refer to and identify both Seller and Buyer collectively. This Agreement shall become effective upon the date of its actual execution by the last of the Parties hereto as set forth on the signature page hereof (the “**Effective Date**”).

**RECITALS**

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

**ARTICLE I**  
**SALE AND PURCHASE**

**Section 1.1. Real Estate Description.** Seller agrees to sell and Buyer agrees to purchase the real estate commonly known as 735, 801, 909 and 1011 Pacesetter Drive (“**Hangars 1, 2, 3 and 4**”) and 1 Aviation Center Drive (“**1 Aviation**”), Rantoul, Illinois, which are more particularly depicted on Exhibit A attached hereto and made a part hereof (collectively, the “**Real Estate**”), together with all improvements and appurtenances thereon, (the Real Estate and any such improvements being, collectively, the “**Premises**”), upon the terms and conditions set forth in this Agreement.

**Section 1.2. Purchase Price.**

(a) Buyer agrees to pay to Seller \$8,175,000.00 as the total purchase price for the Premises. On or before November 30, 2018, the date of such payment being the “**Commencement Date**”, the Buyer shall pay the \$8,175,000.00 total purchase price by certified or cashier’s check or wire transfer to Seller. Upon the Commencement Date, Buyer waives any right to terminate this Agreement under Section 1.3(a) below and any other contingency under this Agreement except for matters described in Section 1.4 below and any matters pertaining to title of the Premises under Section 2.2 hereof. Such total purchase price, adjusted by proration and credits allowed the Parties by this Agreement, shall be paid to Seller in accordance with Section 1.3(d) of this Agreement below. Of such total purchase price, \$5,450,000.00, adjusted by proration and credits allowed the parties by this Agreement, shall be allocated to Seller at closing.

(b) The Village and the Buyer mutually intend and agree that of the total purchase price of \$8,175,000.00, the amount of \$2,725,000.00 shall be rebated to Buyer by Seller in the form of Monthly Installments of Rent under that certain Lease Agreement by and between Seller and Buyer dated as of October 1, 2018 for Hangar 3 (the “**Lease**”). Such Rebate shall be paid to Buyer by Seller in 60 equal monthly installments of \$45,416.67 commencing on the Commencement Date and the same day of the month for 59 consecutive months thereafter.

### **Section 1.3. Due Diligence.**

(a) Until November 23, 2018 (the “**Due Diligence Period**”), Buyer and his agents and representatives shall be entitled to conduct an inspection of the Premises, which may include, but shall not be limited to, the rights to (1) enter on the Premises to perform inspections and tests, including, but not limited to, inspection, evaluation and testing of the heating, ventilation and air-conditioning systems and all components thereof, the roof of the buildings, the parking lots, all structural and mechanical systems within the buildings, including, but not limited to, sprinkler systems, power lines and panels and plumbing; (2) inspect leases and all other contracts, agreements, documents and environmental reports in the possession or control of Seller relating to the Premises, copies of which shall be provided to Buyer by Seller to the extent in Seller’s possession or control; and (3) make investigations with regard to zoning, environmental, building code and other legal requirements, including, but not limited to, an environmental assessment. If Buyer, in its sole and absolute discretion, determines that the results of any inspection, test or examination do not meet Buyer’s criteria for purchase or operation of the Premises in the manner contemplated by Buyer, or if Buyer, in his sole discretion, otherwise determines that the Premises are unsatisfactory to him, then Buyer may terminate this Agreement by written notice to Seller, given not later than the last day of the Due Diligence Period. Upon such termination, and, except as otherwise provided in this Section, neither of the Parties shall have any further liability to the other hereunder. In the event Buyer fails to notify Seller of his intent to terminate this Agreement prior to the expiration of the Due Diligence Period, Buyer’s right to terminate this Agreement shall be waived and become null and void.

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

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

**Section 1.4. Contingency of Agreement.** This Agreement is contingent upon Seller being expressly authorized by the Federal Aviation Administration (the “**FAA**”) to sell and convey the Premises to a third party purchaser. In the event that Seller has been unable to obtain such authorization from the FAA on or before November 15, 2018, this Agreement shall be deemed null and void and of no force and effect and neither Seller nor Buyer shall have any obligation or liability with respect thereto. In the event this Agreement is deemed null and void pursuant to this Section, Seller shall promptly return any amounts previously paid to Seller by Buyer in connection with the total purchase price under this Agreement.

**Section 1.5. Possession and Closing.** The time of the closing of this transaction (the “**Closing**”) shall occur on November 30, 2018 (the “**Closing Date**”), at the office of a title

company regularly doing business in Champaign County, Illinois. All keys, combinations and other similar items required to properly deliver possession and control of the Premises not previously delivered to Buyer shall be delivered to Buyer at Closing.

## **ARTICLE II** **TITLE MATTERS**

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

### **Section 2.2. Exceptions to Title.**

(a) Permissible exceptions to title shall include the following (the "**Permitted Exceptions**"): the lien of general taxes and special assessments, if any; zoning laws and building codes and ordinances; easements (apparent or of record) which do not underlie any buildings; and covenants and restrictions of record which are not violated by the existing improvements or the present uses of the Premises and which do not restrict reasonable use of the Premises; all existing leases for all or any part of the Premises (the "**Existing Leases**"); and all applicable covenants and restrictions contained in the following: (i) that certain Airport Phase I Quit Claim Deed dated July 12, 2007 from the United States of America, acting by and through the Secretary of the Air Force (the "**Government**"), to the Village of Rantoul for Hangar 1 and Hangar 4 (with the exception of all of Section 9) (the "**Hangar 1 and 4 Quit Claim Deed**"); (ii) that certain Airport Phase II Quit Claim Deed dated July 23, 2007 from the Government to the Village for 1 Aviation (the "**1 Aviation Deed**"); and (iii) that certain Quit claim Deed to be delivered to Seller from the Government for Hangars 2 and 3 (the "**Hangars 2 and 3 Quit Claim Deed**"), copies of which Existing Leases, Hangar 1 Quit Claim Deed and 1 Aviation Deed have been provided to or otherwise been made available to the Buyer and a copy of which Hangars 2 and 3 Quit Claim Deed shall be provided to Buyer within ten (10) business days after delivery thereof from the Government to Seller.

(b) Except for the Permitted Exceptions, the Parties agree that neither will further encumber the Real Estate in any manner that will affect title to the Real Estate.

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

### **Section 2.3. Special Warranty Deed; Other Deliveries.**

(a) Prior to the Closing, Seller or Seller's attorney shall prepare and Seller shall execute a recordable Special Warranty Deed sufficient to convey the Real Estate to Buyer or its nominee, in

fee simple absolute, subject only to the Permitted Exceptions. Such executed Special Warranty Deed shall be delivered to Buyer at the Closing of this transaction upon compliance with the terms of this Agreement.

(b) Concurrently with the delivery of the Special Warranty Deed and as an integral part of this transaction, Buyer, as lessor, and Seller, as lessee, shall execute and deliver a lease substantially in the form attached to this Agreement and marked Exhibit B, with the blanks, if any, to be completed appropriately in accordance with the provisions of this Agreement.

(c) Upon Buyer's request at any time during the Due Diligence Period, Seller shall deliver to Buyer the following:

- (i) the form of the Special Warranty Deed and copies of all originals of the Existing Leases and any other contracts, licenses, permits and agreements pertaining to the Premises to the extent not previously delivered to Buyer under Section 1.3(a)(2) above;
- (ii) the form of Seller's assignment to Buyer of all of Seller's interest in the Existing Leases and all rent payable thereunder; and
- (iii) appraisals for each of the Premises.

Buyer shall have the right during the Due Diligence Period to approve each of the items described in parts (i) and (ii) above.

### **ARTICLE III**

#### **PRORATIONS, REPRESENTATIONS AND OTHER OBLIGATIONS**

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

**Section 3.2. Proration of Rents.** The proration of rents derived from the Existing Leases shall be prorated as of the day prior to the Closing Date, with Seller being entitled to all such rent paid or owned to Seller prior to the Closing Date and Buyer being entitled to all rent accruing on and after the Closing Date; provided, however, that Buyer shall be entitled to receive the rent for Hangar 1 payable to the Village for the months of May, June, and October, 2018 in the amount of \$12,129.18 per month, with the payments for May and June, 2018 having been paid by the Seller and the payment for October, 2018 Seller agrees to pay to Buyer on the Closing Date. Buyer agrees to repay to Seller the total amount paid for the three months of May, June, and October, 2018 at Closing or upon default by either party.

**Section 3.3. Taxes and Assessments.** All real estate taxes accruing from and after the Commencement Date as provided in the Lease shall be paid by Buyer. All special assessments

which are a lien upon the Real Estate as of the Effective Date of this Agreement shall be Seller's expense. Such special assessments shall constitute a credit to Buyer against the purchase price and shall release Seller from any further liability to Buyer in connection therewith.

**Section 3.4. Casualty and Condemnation.** If, prior to the Closing, all or any portion of the Premises is damaged by fire or other natural casualty (collectively "**Damage**"), or is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings (collectively "**Condemnation**"), then the provisions of Sections 7.5 or 7.6 of the Lease shall apply.

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

#### **ARTICLE IV** **DEFAULT**

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

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

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

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

#### **ARTICLE V** **MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

- (i) In the case of Seller, to:  
Village of Rantoul, Illinois  
333 South Tanner Street  
Rantoul, IL 61866  
Attn: Airport Manager  
Tel: (217) 892-6896  
  
With a copy to:  
Kenneth N. Beth  
Evans, Froehlich, Beth & Chamley  
44 Main Street, Third Floor  
Champaign, IL 61820  
Tel: (217) 359-6494

- (ii) In the case of Buyer, to:  
John van der Velde  
3230 Overland Avenue, #217  
Los Angeles, CA 90034  
Tel: (310) 202-1035

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

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

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

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

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

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

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

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

By: \_\_\_\_\_  
Village President

ATTEST:

By: \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_

**JOHN VAN DER VELDE, AS BUYER**

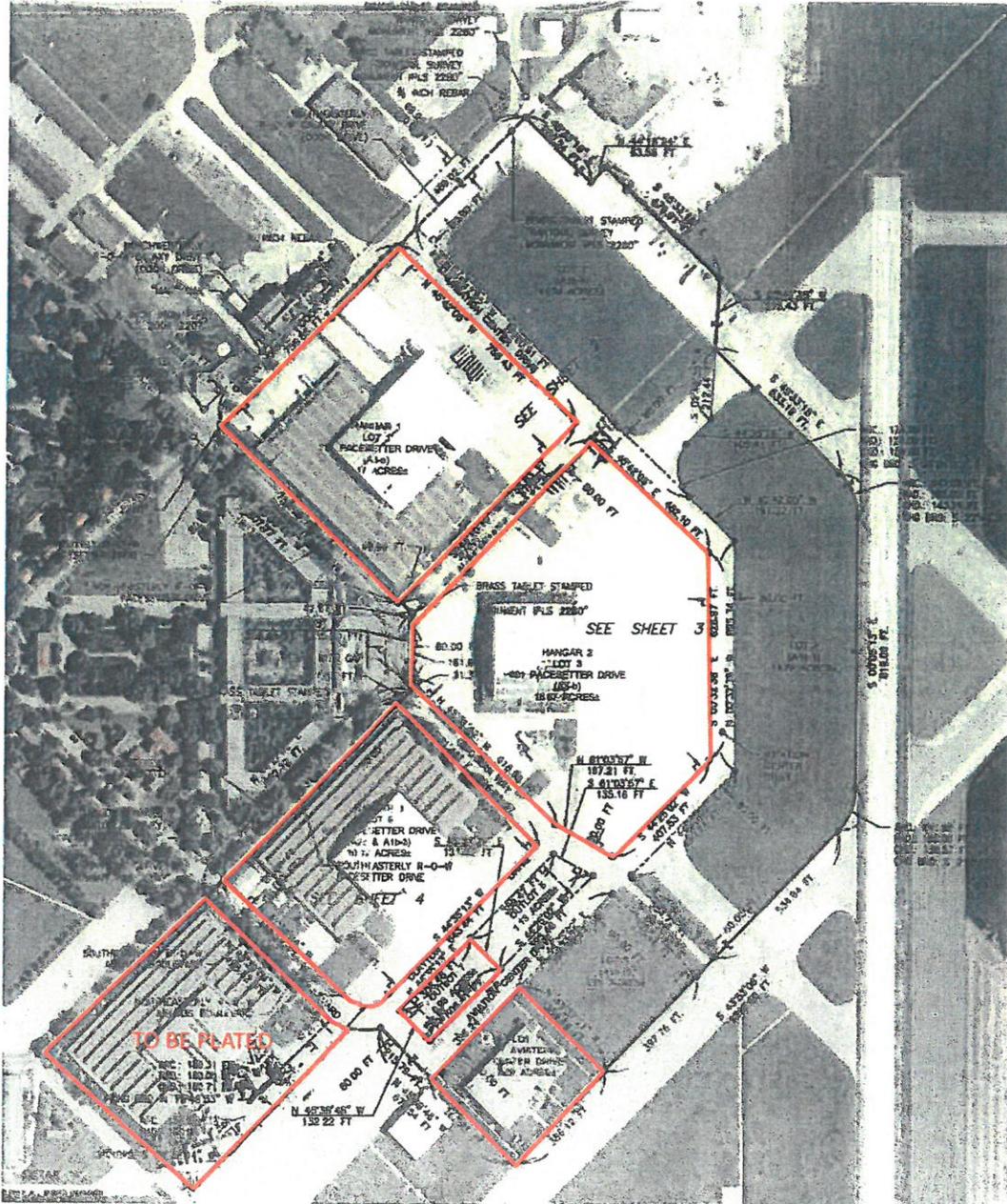
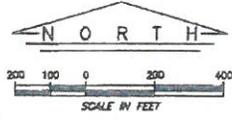
\_\_\_\_\_

Date: \_\_\_\_\_

[Exhibits A and B follow this page and is an integral part of this Agreement in the context of use.]

# EXHIBIT A

## Depiction of the Premises



**EXHIBIT B**

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**LEASE AGREEMENT  
(Hangar 3)**

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**BY AND BETWEEN THE**

**JOHN VAN DER VELDE,  
as Lessor**

**AND**

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

**DATED AS OF OCTOBER 1, 2018**

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**TABLE OF CONTENTS**

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

	<u>Page</u>
<b>RECITALS</b> .....	1
<b>ARTICLE I - DEFINITIONS AND RULES OF CONSTRUCTION</b>	
1.1. General Definitions; Variable Terms .....	1
1.2. Exhibits and Addenda .....	2
1.3. Certain Phrases .....	2
1.4. Subdivisions .....	2
1.5. Headings .....	2
<b>ARTICLE II – TITLE AND CONDITION OF PREMISES</b>	
2.1. Title to Premises .....	2
2.2. Condition of Premises .....	2
<b>ARTICLE III – TERM</b>	
3.1. Term .....	3
3.2. Surrender of Premises .....	3
<b>ARTICLE IV – RENT AND ADDITIONAL RENT</b>	
4.1. Payment of Rent .....	3
4.2. Additional Rent .....	3
4.3. Place of Payment .....	3
<b>ARTICLE V – UTILITIES AND TAXES</b>	
5.1. Utilities .....	3
5.2. Taxes and Assessments .....	3
<b>ARTICLE VI – USE OF PREMISES; COMPLIANCE WITH LAWS; INSPECTION</b>	
6.1. Conduct and Use .....	4
6.2. Compliance with Applicable Laws .....	4
6.3. Access and Inspection .....	4
<b>ARTICLE VII – MAINTENANCE AND REPAIRS, ALTERATIONS AND IMPROVEMENTS, DAMAGE AND CONDEMNATION</b>	
7.1. Maintenance and Repairs, Alterations and Improvements .....	4
7.2. Alterations and Improvements and Changes .....	5
7.3. Covenant Against Encumbrances and Liens .....	5
7.4. Fixtures and Equipment .....	5
7.5. Damage and Destruction .....	5
7.6. Condemnation .....	5

## ARTICLE VIII – HAZARDOUS MATERIAL

8.1.	General Prohibition.....	6
8.2.	Environmental Indemnification .....	6

## ARTICLE IX – INSURANCE

9.1.	Insurance Required of Lessee .....	7
9.2.	Policy Provisions .....	7
9.3.	Reliance Upon Property Insurance .....	7
9.4.	Delivery of Policies .....	7

## ARTICLE X – ASSIGNMENT AND SUBLEASE

10.1.	Consent Required.....	8
10.2.	Involuntary Transfers.....	8

## ARTICLE XI - DEFAULT AND REMEDIES

11.1.	Events of Default .....	8
11.2.	Termination of Lease .....	8
11.3.	Unpaid Rent and Damages.....	9
11.4.	Cost and Expenses of Enforcement .....	9
11.5.	Remedies Cumulative .....	9

## ARTICLE XII - MISCELLANEOUS

12.1.	Entire Agreement; Conflict.....	9
12.2.	No Partnership, Joint Venture, Etc. ....	9
12.3.	Force Majeure.....	9
12.4.	Notices .....	9
12.5.	Consent .....	9
12.6.	Time of the Essence.....	10
12.7.	Quiet Enjoyment .....	10
12.8.	Applicable Law; Venue .....	10
12.9.	Counterparts.....	10

## LEASE AGREEMENT

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

### WITNESSETH:

#### RECITALS:

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

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

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

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

### ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

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

“**Date of Lease**” means October 1, 2018

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

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

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

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

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

“**Term**” means the five (5) year period beginning on the Commencement Date and terminating sixty (60) months thereafter, unless sooner terminated in accordance with this Lease or the Sale Agreement.

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

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

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

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

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

Exhibit 1      Outline Depicting the Boundaries and Location of the Premises

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

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

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

## ARTICLE II TITLE AND CONDITION OF PREMISES

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

**Section 2.2. Condition of Premises.** The Lessee acknowledges having inspected and knowing the condition and state of repair of the Premises and the Building. Except for the obligations of the Government to undertake any remedial action for contamination on the Premises existing prior to the date of the Deed, it is expressly understood and agreed by and between the Lessor and the Lessee that the Premises and the Building are provided by the Lessor to the Lessee in an “as is”, “where is” condition without any representation or warranty by the Lessor concerning its condition. The Lessee acknowledges that the Lessor has made no representation or warranty concerning the condition and state of repair of the Premises and the Building, nor any agreement or promise to alter, improve, adapt, repair, remove or clean the Premises and the Building unless the same is otherwise expressly stated herein or made a part hereof.

**ARTICLE III  
TERM**

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

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

**ARTICLE IV  
RENT AND ADDITIONAL RENT**

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

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

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

**ARTICLE V  
UTILITIES AND TAXES**

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

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

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

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

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

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

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

**Section 7.1. Maintenance and Repairs, Alterations and Improvements.**

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

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

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

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

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

**Section 7.5. Damage and Destruction.**

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

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

**Section 7.6. Condemnation.**

(a) In the event that the entire Building, or such part of the Building (including entrances, exits and parking area) as will render the Building untenable and inadequate for Lessee's Permitted Use shall

be appropriated or taken under the power of eminent domain by any public or governmental authority, this Lease shall terminate and expire as of the date of such taking.

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

## **ARTICLE VIII HAZARDOUS MATERIAL**

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

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

## ARTICLE IX INSURANCE

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

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

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

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

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

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

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

**ARTICLE X  
ASSIGNMENT AND SUBLEASE**

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

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

**ARTICLE XI  
DEFAULT AND REMEDIES**

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

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

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

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

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

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

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

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

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

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

## ARTICLE XII MISCELLANEOUS

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

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

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

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

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



STATE OF ILLINOIS            )  
  )  SS.  
COUNTY OF CHAMPAIGN    )

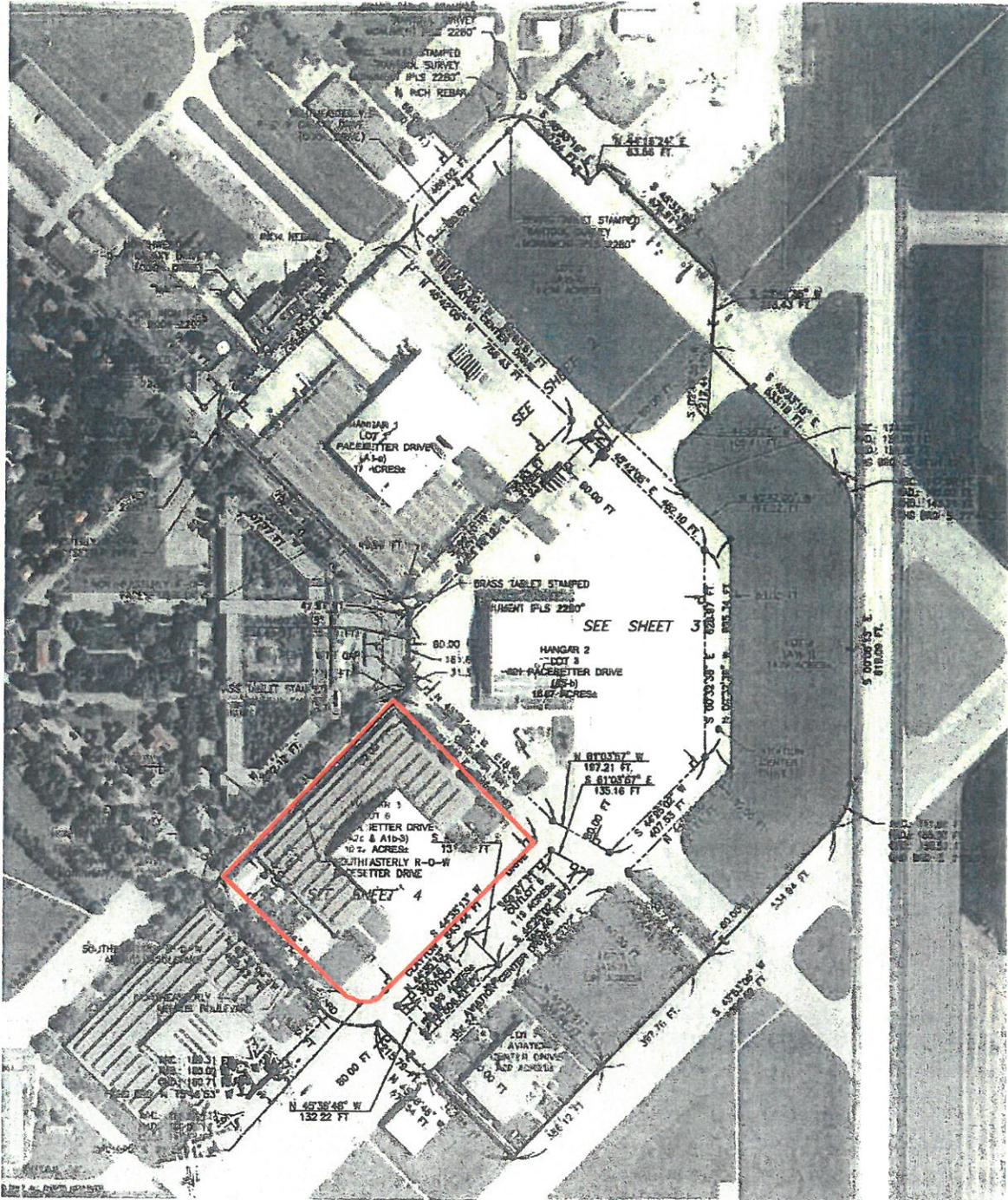
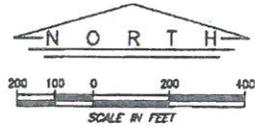
I, the undersigned, a notary in and for said County and State aforesaid, DO HEREBY CERTIFY, that **CHARLES R. SMITH**, personally known to me to be the President of the Board of Trustees of the Village of Rantoul, Illinois, and **MICHAEL P. GRAHAM**, personally known to me to be the Village Clerk of the Village of Rantoul, Illinois, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such President and Village Clerk, respectively, they signed and delivered the said instrument of writing as President and as Village Clerk of said Village of Rantoul, and caused the seal of said Village to be affixed thereto, pursuant to the authority given by the Board of Trustees of said Village, as their free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

Exhibit 1

Outline Depicting the Boundaries and Location of the Premises



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**LEASE AGREEMENT**  
**(Hangars 1, 2, 3 and 4 and 1 Aviation Center Drive)**

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**BY AND BETWEEN THE**

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

**AND**

**JOHN VAN DER VELDE,**  
**as Lessee**

**DATED AS OF MAY 4, 2018**  
**AS LAST AMENDED AS OF OCTOBER 1, 2018**

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**TABLE OF CONTENTS**

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

	<u>Page</u>
<b>RECITALS</b> .....	1
<b>ARTICLE I - DEFINITIONS AND RULES OF CONSTRUCTION</b>	
1.1. General Definitions; Variable Terms .....	1
1.2. Exhibits and Addenda .....	2
1.3. Certain Phrases .....	2
1.4. Subdivisions.....	2
1.5. Headings .....	2
<b>ARTICLE II – TITLE, LEGAL STATUS OF VILLAGE AND CONDITION OF PREMISES</b>	
2.1. Title to Premises .....	2
2.2. Legal Status of Village .....	3
2.3. Condition of Premises.....	3
<b>ARTICLE III – TERM</b>	
3.1. Term.....	3
3.2. Surrender of Premises.....	3
<b>ARTICLE IV – RENT; ADDITIONAL RENT; SECURITY DEPOSIT</b>	
4.1. Payment of Rent.....	3
4.2. Additional Rent.....	4
4.3. Place of Payment .....	4
<b>ARTICLE V – UTILITIES AND TAXES</b>	
5.1. Utilities.....	4
5.2. Taxes and Assessments.....	4
<b>ARTICLE VI – USE OF PREMISES; COMPLIANCE WITH LAWS; INSPECTION</b>	
6.1. Conduct and Use.....	4
6.2. Compliance with Applicable Laws.....	5
6.3. Access and Inspection.....	5
<b>ARTICLE VII – MAINTENANCE AND REPAIRS, ALTERATIONS AND IMPROVEMENTS, DAMAGE AND CONDEMNATION</b>	
7.1. Maintenance and Repairs, Alterations and Improvements .....	5
7.2. Alterations and Improvements and Changes .....	5
7.3. Covenant Against Encumbrances and Liens.....	5
7.4. Fixtures and Equipment .....	6

7.5.	Damage and Destruction.....	6
7.6.	Condemnation.....	6

**ARTICLE VIII – HAZARDOUS MATERIAL**

8.1.	General Prohibition.....	6
8.2.	Environmental Indemnification.....	6

**ARTICLE IX – LIABILITY, INDEMNIFICATION AND INSURANCE**

9.1.	Liability and General Indemnification.....	7
9.2.	Insurance Required of Lessee.....	7
9.3.	Policy Provisions.....	8
9.4.	Reliance Upon Property Insurance.....	8
9.5.	Delivery of Policies.....	8

**ARTICLE X – ASSIGNMENT AND SUBLEASE**

10.1.	Consent Required.....	8
10.2.	Involuntary Transfers.....	9

**ARTICLE XI - DEFAULT AND REMEDIES**

11.1.	Events of Default.....	9
11.2.	Termination of Lease.....	9
11.3.	Unpaid Rent and Damages.....	9
11.4.	Cost and Expenses of Enforcement.....	10
11.5.	Remedies Cumulative.....	10

**ARTICLE XII - MISCELLANEOUS**

12.1.	Entire Agreement; Conflict.....	10
12.2.	No Partnership, Joint Venture, Etc.....	10
12.3.	Force Majeure.....	10
12.4.	Notices.....	10
12.5.	Consent.....	10
12.6.	Time of the Essence.....	10
12.7.	Quiet Enjoyment.....	10
12.8.	Applicable Law; Venue.....	11
12.9.	Counterparts.....	11

## LEASE AGREEMENT

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

### WITNESSETH:

#### RECITALS:

A. The Village and the Lessee are parties to a certain Agreement For Sale of Real Estate, dated as of October 1, 2018 (the **"Sale Agreement"**), under and by which the Village has agreed to sell and Lessee has agreed to purchase the Premises (as defined in Section 1.1 of this Lease); and

B. Pending the closing of the respective transactions described in the Sale Agreement, the Village and the Lessee have agreed upon a lease of the Premises on such terms and conditions for such lease as are more specifically set forth in this Lease below:

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

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

## ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

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

**"Date of Lease"** means May 4, 2018.

**"Village's Address"** means: Village of Rantoul  
333 S. Tanner Street  
Rantoul, IL 61866  
Attn: Eric Vences  
Tel: (217) 892-6896  
[evences@village.rantoul.il.us](mailto:evences@village.rantoul.il.us)

**"Lessee's Address"** means: John van der Velde  
3230 Overland Avenue, #217  
Los Angeles, CA 90034  
Tel: (310) 202-1035

**“Premises”** means that certain real estate, together with the Buildings and other improvements which may be located thereon, the boundaries and location of which are set forth or outlined on the Site Plan attached hereto as on Exhibit A, and commonly known as 735, 801, 909 and 1011 Pacesetter Drive (**“Hangars 1, 2, 3 and 4”**) and 1 Aviation Center Drive (**“1 Aviation”**), Rantoul, Illinois, the same being the Premises as defined and depicted in the Sale Agreement.

**“Buildings”** means the Buildings located upon the Premises, each of which such Buildings has the following square footage:

- Hangar 1 – 270,000 square feet
- Hangar 2 – 99,950 square feet
- Hangar 3 – 218,000 square feet
- Hangar 4 – 218,000 square feet
- 1 Aviation – 95,108 square feet

**“Commencement Date”** means the date the total purchase price is paid to Seller and the closing is concluded under the Sale Agreement.

**“Term”** means from the Date of Lease to April 30, 2071, unless sooner terminated in accordance with this Lease.

**“Rent”** means \$1,200.00 per year as of the Commencement Date.

**“Monthly Installment”** means \$100.00 per month as of the Commencement Date.

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

**“Public Liability Insurance Amounts”** means not less than \$5,000,000 for bodily injury or death to any number of persons in any one accident and not less than \$5,000,000 for property damage.

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

Exhibit 1      Outline Depicting the Boundaries and Location of the Premises

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

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

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

## ARTICLE II TITLE, LEGAL STATUS OF VILLAGE AND CONDITION OF PREMISES

**Section 2.1. Title to Premises.** The Village reaffirms to the Lessee that title to the Premises is accurately described in the Sale Agreement and this Lease. Except as otherwise provided in the Sale Agreement and Section 3.1(b) hereof, the Village retains the right to receive any and all rent due and payable to the Village under any leases of all or any part of the Premises existing on the Date of Lease until the Commencement Date.

**Section 2.2. Legal Status of Village.** Lessee understands and agrees that the Village is entering into this Lease in its capacity as an owner with a proprietary interest in the Premises and not as a municipal regulatory authority having certain police powers or as a municipal utility providing certain utility services. The Village's legal status as a municipal corporation and unit of local government shall in no way limit the obligation of Lessee to obtain any required approval or utility services from any applicable department, board or commission of the Village that has jurisdiction over the Premises. By entering into this Lease, the Village is in no way modifying or limiting the obligation of Lessee to cause the Premises to be used and occupied in accordance with all applicable laws, ordinances, orders, rules and regulations of the Village.

**Section 2.3. Condition of Premises.** The Lessee acknowledges having inspected and knowing the condition and state of repair of the Premises and the Buildings. It is expressly understood and agreed by and between the Village and the Lessee that the Premises and the Buildings are provided by the Village to the Lessee in an "as is", "where is" condition without any representation or warranty by the Village concerning their condition. The Lessee acknowledges that the Village has made no representation or warranty concerning the condition and state of repair of the Premises and the Buildings, nor any agreement or promise to alter, improve, adapt, repair, remove or clean the Premises and the Buildings unless the same is otherwise expressly stated herein or made a part hereof.

### ARTICLE III TERM

#### **Section 3.1. Term.**

(a) Unless otherwise terminated earlier hereunder, this Lease shall commence on the Date of Lease and shall be for the Term expiring at 12:00 midnight on the last day of the Term.

(b) From the Date of Lease until the Commencement Date, Lessee shall be entitled to assume possession of such part or parts of the Premises not otherwise leased to any other party and receive three one-time monthly payments of Rent derived from Hangar 1 in the amount of \$12,129.18 each, but shall not have or assume any other right or obligation under this Lease. Such one-time monthly payments shall be returned to the Village in the event of a default of this Lease or the October Sale Agreement.

(c) This Lease shall automatically terminate and be of no force and effect concurrently upon the conclusion of the closing under the Sale Agreement or such other date that the Sale Agreement is terminated in accordance with its terms.

**Section 3.2. Surrender of Premises.** Upon the expiration or earlier termination of the Term of this Lease for any reason other than the Closing as provided in the Sale Agreement, Lessee shall surrender the Premises in substantially the same condition as that existing as of the Date of Lease, reasonable wear and tear excepted, and all alterations, additions and improvements constructed or installed by or on behalf of the Lessee on the Premises and all permanent fixtures shall become the property of the Village.

### ARTICLE IV RENT; ADDITIONAL RENT; SECURITY DEPOSIT

**Section 4.1. Payment of Rent.** During the Term of this Lease, Lessee covenants and agrees to pay to the Village, without notice or demand and without deduction or setoff for any reason whatsoever, except as may otherwise be specifically provided in this Lease, the amount of the Rent. Such Rent shall be paid in equal monthly installments, each in advance of the first day of each month from and after the Commencement Date in the amount set forth as a Monthly Installment, with the Monthly Installment for the first full month being due and payable on or before the Date of Lease.

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

**Section 4.3. Place of Payment.** All payments by Lessee to the Village under and pursuant to this Lease shall be made payable to the Village of Rantoul and forwarded to the Village Comptroller, at 333 S. Tanner Street, Rantoul, Illinois 61866, unless some other payee or place of payment is otherwise specified in writing by the Village.

## ARTICLE V UTILITIES AND TAXES

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

**Section 5.2. Taxes and Assessments.** From and after the Commencement Date, Lessee shall pay all general taxes which may be levied or assessed upon the leasehold estate of Lessee under this Lease. In connection with Lessee's obligation to pay such general taxes, the provisions of Sections 9-195 and 15-60 of the Property Tax Code of the State of Illinois (35 ILCS 200/1-1 *et seq.*), as supplemented and amended (the "**Property Tax Code**"), with respect to property belonging to a municipality but leased to another whose property is not exempt, are applicable to the provisions of this Section 5.2 of this Lease. Lessee acknowledges that pursuant to such Sections 9-195 and 15-60 of the Property Tax Code, the Village has or will have made due application to have the Premises be and remain exempt from taxation to the Village. The leasehold interest of Lessee under this Lease is therefore mutually acknowledged and intended to be assessed under Sections 9-195 and 15-60 of the Property Tax Code so as to make such leasehold estate and related appurtenances under this Lease to be listed as the property of Lessee as real estate for such taxation purposes and, unless Lessee is itself exempt from taxation, payable directly by Lessee. Lessee shall have the right at its own cost and expense to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of, exemption from or otherwise contesting the validity or amount of taxes assessed and levied upon the Premises or the leasehold interest of Lessee which are required to be paid by Lessee hereunder.

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

**Section 6.1. Conduct and Use.** The Lessee shall use each of the Premises only for the purposes of conducting thereon the Permitted Use and for incidental purposes related thereto and no other purpose.

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

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

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

**Section 7.1. Maintenance and Repairs, Alterations and Improvements.** From and after the Date of Lease, Lessee shall, at its own cost and expense, make all necessary repairs and replacements to the Premises and the Buildings, including the roof, foundation, heating, air-conditioning, plumbing, electrical, and sewerage systems and the structural components and soundness of the exterior walls of the Buildings, including any other improvements of every kind which may be a part thereof, and shall keep and maintain the same in good condition and repair. Such repairs and replacements, ordinary or extraordinary, shall be made promptly, if, as and when necessary. All such repairs and replacements shall additionally be in quality and class at least equal to the original work. In connection with any such maintenance, repairs and replacements, Lessee shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Premises and the Buildings and any improvements thereon, or any activity or condition on or in the Premises and the Buildings, including, but not limited to, the provisions of the Americans with Disability Act of 1990 (42 U.S.C. Sections 12101 *et seq.*), as supplemented and amended, to the extent applicable thereto. Lessee shall, at its own cost and expense, keep the Premises and the Buildings in a sanitary, clean and neat order.

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

**Section 7.3. Covenant Against Encumbrances and Liens.** Prior to the Commencement Date, Lessee shall not encumber its leasehold interest in the Premises and shall do all things necessary to prevent

the filing of any mechanics' or other liens against the Buildings or the Premises or the interest of the Village therein by reason of any work, labor, services or materials performed or supplied or claimed to have been performed or supplied to Lessee or anyone holding the Premises, or any part thereof, through or under Lessee. If any such lien shall at any time be filed, Lessee shall cause the same to be vacated and cancelled of record within thirty (30) days after the date of the filing thereof; provided, however, that Lessee shall have the right to contest in good faith and with reasonable diligence the validity of any lien or claimed lien. On final determination of the lien or claim for lien, Lessee shall immediately pay any judgment rendered with all proper costs and charges and will at Lessee's own expense have the lien released and judgment satisfied.

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

**Section 7.5. Damage and Destruction.** In the event the Premises or any part thereof is damaged or destroyed by fire, explosion, the elements or other casualty at any time after the Commencement Date, Lessee shall assume any risk of loss associated therewith.

**Section 7.6. Condemnation.** In the event that the Premises or any part thereof is appropriated or taken under the power of eminent domain by any public or governmental authority at any time after the Commencement Date, Lessee shall have the right to recover from the public or governmental authority such compensation as may be awarded on account of the loss of the real estate and related improvements.

## **ARTICLE VIII HAZARDOUS MATERIAL**

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

**Section 8.2. Environmental Indemnification.** To the fullest extent permitted by law, Lessee shall indemnify, hold harmless and hereby waives any claim for contribution against the Village, its officers, agents and employees, for any damages, expenses, liabilities, fines, costs, penalties, attorneys' fees, consultant fees and expert fees (including, but not limited to any removal and clean-up of any Hazardous

Material and restoration work necessary to return the Buildings and the Premises, together with any other property of any nature wherever located, to their condition existing prior to the introduction of any such Hazardous Material, as well as any loss, or restriction on use of leaseable space or any amenity of the Buildings or the Premises) resulting from any Hazardous Material Activity or any other acts or omissions of Lessee, or any of its officers, agents, employees, contractors or the invitees of any of them, which gives rise to any liability, civil or criminal, or responsibility of the Village under any applicable Environmental Law in connection with Lessee's use and occupation of the Buildings or the Premises under this Lease. The provisions of this Section 8.2 shall survive the expiration or earlier termination of this Lease and Lessee's obligations hereunder shall apply whenever the Village incurs any cost or liability for any Hazardous Material Activity of Lessee or any other acts or omissions of Lessee of the types described in Section 8.1 of this Lease above.

## **ARTICLE IX LIABILITY, INDEMNIFICATION AND INSURANCE**

### **Section 9.1. Liability and General Indemnification.**

(a) From and after the Date of Lease and to the fullest extent permitted by law, Lessee agrees to assume all risks of loss of or damage to property, including the Buildings and the Premises, and injury to or death of persons by reason of or incident to the possession and/or use of the Buildings and the Premises by Lessee, or any of the activities conducted by Lessee under this Lease. Lessee expressly waives all claims against the Village for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the Buildings and the Premises by Lessee or the conduct of activities or the performance of responsibilities by Lessee under this Lease. To the fullest extent permitted by law, Lessee further agrees to indemnify, save, hold harmless, and defend the Village, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, personal injury, death or property damage resulting from, related to, caused by or arising out of the possession and/or use of the Buildings and the Premises by Lessee or any activities conducted or services furnished by Lessee in connection with or pursuant to this Lease, whether such loss, damages, injuries or death shall be caused by or in any way result from or arise out of any act, omission or negligence of Lessee or any occupant, visitor or user of any portion of the Premises.

(b) The agreements contained in this Section 9.1(a) above, do not extend to claims for damages caused solely by the gross negligence or willful misconduct of the Village, its officers, agents or employees. To the fullest extent permitted by law, the Village agrees to indemnify, save, hold harmless, and defend Lessee, its officers, agents and employees from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney fees arising out of, or in any manner predicated upon, personal injury, death or property damage resulting from, related to, caused by or arising out of the Village's failure to perform any of the agreements, terms, covenants, or conditions on its part to be performed under this Lease.

**Section 9.2. Insurance Required of Lessee.** From and after the Date of Lease, Lessee, at his sole cost and expense, shall carry and maintain:

(a) All risk property and casualty insurance against loss or damage or other risks embraced by the coverage of the type now known as the broad form of extended coverage (including but not limited to riot and civil commotion, vandalism, malicious mischief and earthquake) in an amount not less than 100% of the \$8,175,000.00 total purchase price for all of the Premises under each of the Sale Agreements. The policy of insurance carried in accordance with this Section 9.2(a) shall contain a "Replacement Cost Endorsement". During the Term of this Lease, such Full Replacement Value shall be redetermined from time to time upon the written request of the Village in the event of substantial changes or alterations to the Premises undertaken by the Lessee as permitted under the provisions of Section 7.2 of this Lease;

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

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

**Section 9.3. Policy Provisions.** All insurance which this Lease requires Lessee to carry and maintain or cause to be carried or maintained in Section 9.2(a) and (b) above shall be with such insurers having a Best rating of "A" or better and licensed to do business in the State of Illinois as the Village shall approve. All policies issued by any insurer of the comprehensive general liability insurance specified in Section 9.2(a) and (b) will name the Village as an additional insured, provide that any losses shall be paid notwithstanding any act, omission or negligence of Lessee, the Village or any other person, provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Village of written notice thereof, provide that any such insurer shall have no right of subrogation against the Village, and be reasonably satisfactory to the Village in all other respects. In no circumstances will Lessee be entitled to assign to any third party rights of action which Lessee may have against the Village.

**Section 9.4. Reliance Upon Property Insurance.** Lessee understands that the Village, in reliance upon Section 9.2(c) of this Lease above, will not carry insurance of any kind on any of Lessee's Personal Property which may be located or stored in the Buildings or the Premises and that the Village shall not be liable for any damage thereto or loss thereof. In the event of any damage to or loss of any of Lessee's Personal Property, Lessee shall look solely to Lessee's insurance coverage as specified by Section 9.2(c) above and shall make no claim whatsoever against the Village.

**Section 9.5. Delivery of Policies.** Lessee shall deliver or cause to be delivered to the Village on or before the Date of Lease copies of policies of insurance evidencing the insurance required by Section 9.2(a) and (b) of this Lease.

## ARTICLE X ASSIGNMENT AND SUBLEASE

**Section 10.1. Consent Required.** Prior to the Commencement Date, Lessee shall not assign or transfer this Lease or any interest in this Lease, or enter into any sublease of the Premises in whole or in part, without the prior, express and written consent of the Village, which shall not be unreasonably denied, except that any assignment of this Lease as collateral may be made without the prior written consent of the Village. Any assignment or sublease without the Village's consent shall be void, and shall, at the option of the Village, terminate this Lease. In the event that the Village provides its consent and Lessee elects to enter into any assignment, transfer or sublease of the Premises, any such assignment, transfer or sublease shall be made subject to the provisions of this Lease.

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

## ARTICLE XI DEFAULT AND REMEDIES

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

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

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

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

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

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

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

**Section 11.3. Unpaid Rent and Damages.** Upon termination of this Lease pursuant to statute or by summary proceedings or otherwise, Lessee shall pay to the Village, immediately and without any further demand or notice from the Village: (i) any Rent and/or other charges accrued to the date of reentry or repossession of the Premises by the Village, together with any Monthly Installment of Rent otherwise payable for the full month in which such reentry or repossession of the Premises by the Village occurs; and (ii) \$12,129.18, the same being the amount to be repaid to the Village by Lessee under Section 3.1 hereof.

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

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

## ARTICLE XII MISCELLANEOUS

**Section 12.1. Entire Agreement; Conflict.** This Lease, together with the Sale Agreement and any Exhibit or Addendum attached hereto, collectively set forth all covenants, promises, agreements, conditions and understandings between the Village and Lessee concerning the Premises. Except for the Sale Agreement, there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties hereto other than as herein and therein set forth. No subsequent change or addition to this Lease shall be binding upon the Village or Lessee unless reduced to writing and signed by both the Village and the Lessee. In the event of any irreconcilable conflict between the Sale Agreement and this Lease, the provisions of the Sale Agreement shall control.

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

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

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

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

**Section 12.6. Time of the Essence.** Time is of the essence of this Lease and each and every covenant, term, condition and provision hereof.

**Section 12.7. Quiet Enjoyment.** The Village covenants and warrants that, except as otherwise provided in this Lease, for so long as Lessee fulfills the agreements, terms, conditions and covenants required

of Lessee under this Lease, the Lessee shall, at all times during the Term of this Lease, have and enjoy peaceful and quiet possession of the Premises.

**Section 12.8. Applicable Law; Venue.** This Lease shall be governed by and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by either party to enforce any of the provisions of this Lease, the venue for any such action or proceeding shall be in Champaign County, Illinois.

**Section 12.9. Counterparts.** This Lease may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

**IN WITNESS WHEREOF,** each of the parties hereto have executed or caused this Lease to be executed by proper officers duly authorized to execute the same as of the Date of Lease set forth herein.

**LESSOR:**

**LESSEE:**

THE VILLAGE OF RANTOUL,  
CHAMPAIGN COUNTY, ILLINOIS

JOHN VAN DER VELDE

By: \_\_\_\_\_  
Charles R. Smith  
Village President

\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Michael P. Graham  
Village Clerk

STATE OF ILLINOIS            )  
  )   SS.  
COUNTY OF CHAMPAIGN    )

I, the undersigned, a notary in and for said County and State aforesaid, DO HEREBY CERTIFY, that **CHARLES R. SMITH**, personally known to me to be the President of the Board of Trustees of the Village of Rantoul, Illinois, and **MICHAEL P. GRAHAM**, personally known to me to be the Village Clerk of the Village of Rantoul, Illinois, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such President and Village Clerk, respectively, they signed and delivered the said instrument of writing as President and as Village Clerk of said Village of Rantoul, and caused the seal of said Village to be affixed thereto, pursuant to the authority given by the Board of Trustees of said Village, as their free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

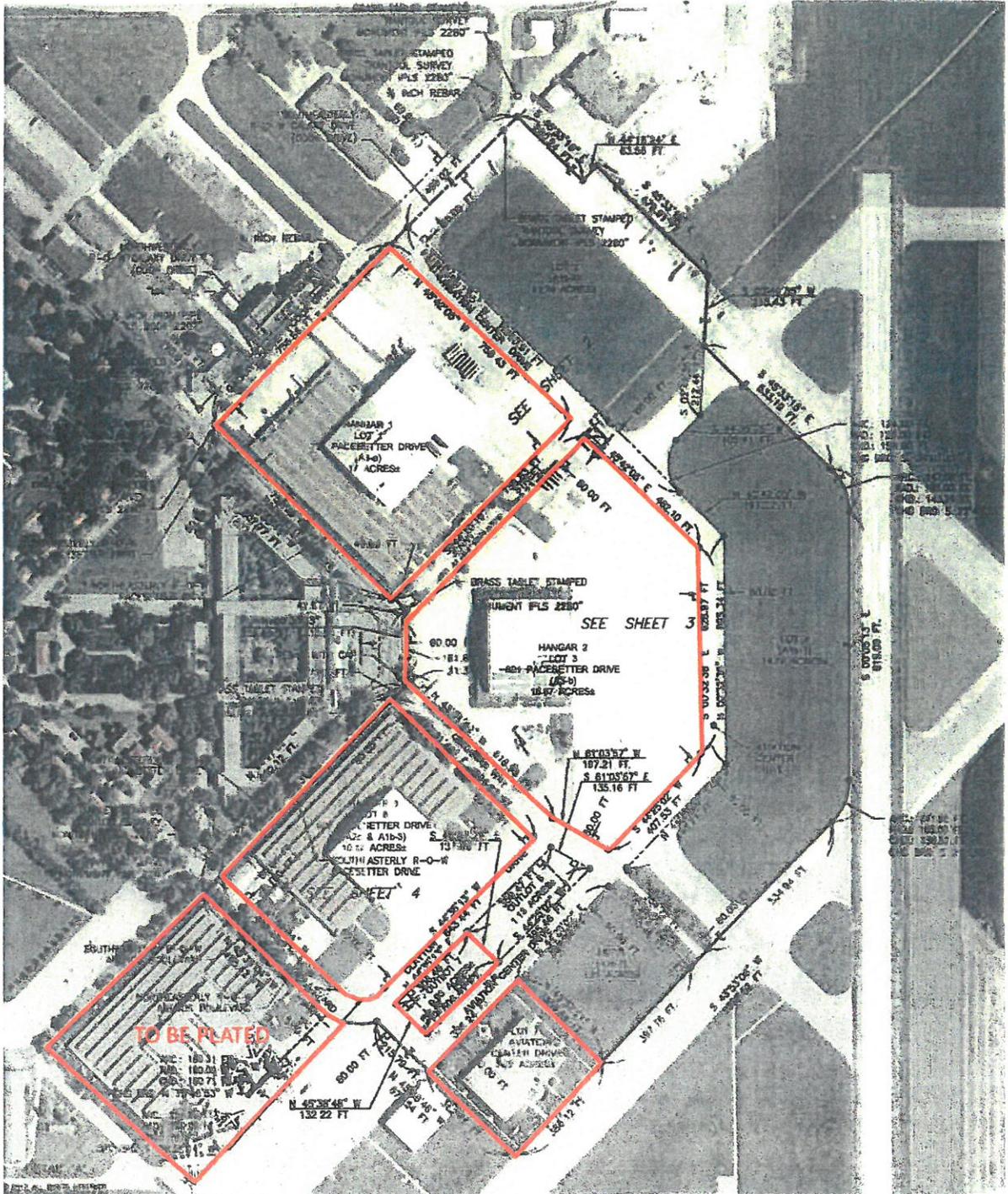
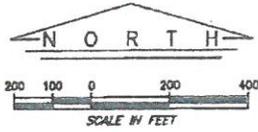
GIVEN under my hand and Notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_



Exhibit 1

Outline Depicting the Boundaries and Location of the Premises



**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

<b>ITEM:</b> <b>Illinois Park and Recreational Facility Construction Grant Program</b>	<b>DEPARTMENT:</b> RECREATION (Forum Fitness Center)
<b>AGENDA SECTION:</b>	<b>AMOUNT:</b> Not to Exceed \$250,000
<b>ATTACHMENTS:</b> <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	<b>DATE:</b> October 29, 2018
<p><b>SUMMARY HIGHLIGHTS:</b> We have received notice from the IDNR that they intend to re-evaluate the 2014 PARC Grant for the Forum Fitness Center Renovation/Expansion. The supporting document from the IDNR within the board packet goes into more detail. The Notice of Funding Opportunity is expected to be announced on/about the first of November. To submit documentation in a timely manner, direction from the board will be needed to be able to send in a revised project scope which includes:</p> <ol style="list-style-type: none"> <li>1. PARC-3 Resolution of Authorization</li> <li>2. PARC-4 Project Budget</li> <li>3. Project schedule</li> <li>4. PARC-5 Project Narrative</li> </ol> <p>Notes: Discussion on PARC-3 Resolution of Authorization</p> <ul style="list-style-type: none"> <li>• This PARC-3 Resolution of Authorization item is a supporting document and must be approved by the board and submitted along with a new project schedule, project narrative (PARC-5) and project budget/change in scope of work (PARC-4).</li> <li>• Verifies the Village of Rantoul has 100% of funds necessary</li> <li>• The Village must pay for all aspects of the project. The grant states reimbursement will occur 30-45 days after we submit reimbursement paperwork</li> <li>• TIF Funds</li> </ul>	

IDNR Grant Amount Request:

- \$750,000

Village Portion:

- 2014: Original grant request was \$1,000,000 with Village portion being \$250,000
- 2018: Minimum 10% of total grant awarded = \$75,000
- 2018: Request a not to exceed amount of \$250,000 to coincide with original project

Discussion Item:

- Adjusting the scope of work to coincide with Board approved Village portion

2014 List of Improvements:

- Construction of 3,000 square foot group fitness addition, completely finished and equipped
- Installation of eight (8) 36" X 78" windows
- Installation of three (3) sets of double doors with tempered glass
- Expansion of cardio and weight room into racquetball courts on other side of wall
- Installation of drop ceilings in two current racquetball courts
- Installation of flooring from hardwood to rubber/carpet
- Installation of new electrical in expanded cardio room
- Purchase/installation of new HVAC (Air Conditioning) to cover men's and women's locker rooms as well as gymnasium

2018 Additional Items:

- Replace lights in the gym
- New lockers in both women's and men's locker rooms
- Renovate both men's and women's steam rooms

**RECOMMENDED ACTION:** Requesting approval to move forward with re-submitting PARC Grant when the Notice of Funding Opportunity is publicized along with PARC-3 Resolution of Authorization.

**DEPARTMENT HEAD APPROVAL:**

  
Luce A. Humphrey

**VILLAGE ADMINISTRATOR:**

PARC-3 RESOLUTION OF AUTHORIZATION

1. Project Sponsor: Village of Rantoul  
2. Project Title: Forum Fitness Center *Renovation + Expansion*

The Village of Rantoul hereby certifies and acknowledges that it has 100% of the funds  
(local project sponsor)

necessary to complete the pending PARC project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois DNR indoor or outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

ALL Projects

It is understood that the project should be completed within the timeframe established in the project agreement and the Final Billing reimbursement request must be submitted within one year of the expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements, and relieves DNR from further payment obligations on the grant.

The Village of Rantoul further acknowledges and certifies that it will comply with  
(local project sponsor)

all terms, conditions and regulations of 1) the Park and Recreational Facility Construction Grant Program (PARC) (17 IL Adm. Code 3070) 2) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable, 3) the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.), 4) Title VI of the Civil Rights Act of 1964, (P.L. 83-352), 5) the Age Discrimination Act of 1975 (P.L. 94-135), 6) the Civil Rights Restoration Act of 1988, (P.L. 100-259) and 7) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with PARC assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public indoor or outdoor recreation purposes in accordance with the PARC programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR.

BE IT FURTHER PROVIDED that the Village of Rantoul certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the Village of Rantoul at a legal meeting held on the 13<sup>th</sup> day of November, 2018.  
(local project sponsor)

\_\_\_\_\_  
(Authorized Signature and Title)

ATTESTED BY:

\_\_\_\_\_  
(Name and Title)



## Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
www.dnr.illinois.gov

Bruce Rauner, Governor  
Wayne A. Rosenthal, Director

NOFO: Nov. 1, 2018  
- open 30 days  
- Resolution of Auth  
- 75K - 250K?

October 17, 2018

Mr. Charles Smith, Mayor  
Village of Rantoul  
333 S. Tanner  
Rantoul, IL 61866

RE: PARC 14-064  
FORUM FITNESS CTR RENOVATION/EXPANSION  
AMOUNT: \$750,000.00

Dear Mayor Smith:

This letter is to provide an update to your organization on the status of your Park and Recreational Facility Construction (PARC) project which you applied for in the FY2014 timeframe. Since your grant application was never officially awarded, the Illinois Department of Natural Resources (IDNR) wishes to inform you that the recently passed Public Act 99-0524 provides a \$35 million appropriation for PARC grants of which only approximately \$10.8M is available to open a new PARC grant round. It is the intent of the Department to re-evaluate all projects that were announced as awarded by the prior administration. Your project has previously been assigned the above referenced project number and the amount reserved for this grant may not exceed the amount you originally applied for at \$750,000.00.

If you choose to have for the IDNR to re-evaluate your application, you will need to be fully Grants Accountability and Transparency Act (GATA) compliant. Since you initially applied for the grant in 2014, many things have changed in our grant processing rules. GATA has become law and we must now follow those rules to enact your grant agreement. Included in this packet is a three-page reference pamphlet to assist you in the registration process.

The IDNR (Agency) will post a Notice of Funding Opportunity (NOFO) in the Catalog of State Financial Assistance (CSFA). Once this NOFO is posted (usually for a minimum of 30 days), you may apply for PARC funds to move forward with your project. This NOFO is considered a "targeted NOFO" in that only entities who previously applied with the Agency for the PARC FY14 and were previously announced will be able to apply for this grant opportunity.

We do ask that you let the Agency know if you still intend to move forward on your previously applied-for project. If so, will the scope of project change or be modified down to a smaller scale. If you choose to not move forward with the project, please advise the Agency and no penalty shall be imposed.

If you choose to move forward with the project, you will need to send in a revised project scope including:

1. What will be completed and a new project schedule,
2. A new project narrative (PARC-5) will be required if the scale of the project is being reduced or modified in any way and,
3. A new project budget (PARC-4) will be required if your scope is changing.

If you choose to move forward and once your grant administrator has received your GATA compliant application, the projects will be re-evaluated and if awarded you will receive notice to accept a Notice of State Award through the GATA system. After that is accepted, a Project Agreement (new GATA format) which outlines the approved grant funding, project components, and program compliance responsibilities would be produced for your organization's



## Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
www.dnr.illinois.gov

Bruce Rauner, Governor

Wayne A. Rosenthal, Director

signature and the Agency's full execution. Once the agreement has been signed by IDNR, a copy will be returned to you for your files. Please include with the Project Agreement, a development schedule (Gantt Chart) that includes an estimated date, or dates, for the reimbursement request(s).

If awarded you will receive a copy of the PARC "Implementation and Billing Requirements" packet. PLEASE READ THIS PACKET CAREFULLY. Responsibility for proper project execution of the PARC program rests solely with the project sponsor. Particular attention should be given to requirements for status reports, competitive bidding, change orders and their approval criteria, project permits/sign-offs and project accessibility. Failure to comply with the terms of the Park and Recreational Facility Construction (PARC) program as outlined in this packet and/or the Project Agreement can jeopardize grant funding. IDNR's oversight of project implementation is limited to a request basis only. Per the language of the grant agreement, the deadline for completion of the grant remains as specified on the first page of the grant agreement, unless an extension of this deadline is/was specifically requested by the grantee.

Please contact Steve Baggerly at (217) 785-3884 or [steve.baggerly@illinois.gov](mailto:steve.baggerly@illinois.gov) for assistance and/or you have any questions.

Once again, congratulations on being notified of this opportunity. Should you choose to apply, and your project is selected and funded, we look forward to working with you in the successful completion of this worthwhile project.

Sincerely,

A handwritten signature in black ink, appearing to read "Wayne A. Rosenthal". The signature is stylized and cursive.

Wayne A. Rosenthal  
Director  
Illinois Department of Natural Resources.

WAR/sb

Enclosure: Reference Pamphlet

cc: Steve Baggerly  
File



## Illinois Department of Natural Resources

### ***Important Information when Applying for Grants***

The State started implementation of new grant processes as required by Federal Uniform Grant Guidance (2 CFR 200) and the Grant Accountability and Transparency Act (GATA) (30 ILCS 708) in FY 2017.

The Illinois Department of Natural Resources (IDNR) has been working to implement required grant changes. As we will continue to strengthen our compliance with grant requirements through the knowledge and experience we have gained and additional automated grant processes from GATA, your assistance in meeting the Uniform Guidance and GATA requirements is essential and very much appreciated by all Grant Administration staff.

#### **For NEW Grantees:**

The Grant Pre-Award process requires potential grantees to complete the following:

1. Authentication
2. Grantee Registration
3. Grantee Pre-qualification
4. Fiscal and Administrative Risk Assessment (ICQ)
5. Programmatic Risk Assessment

Here is a link to a webpage that provides a short description of each of these processes:

<https://www.illinois.gov/sites/GATA/Grantee/Pages/default.aspx>

And here are the pertinent links to allow an entity to perform the required registration activities to be Prequalified:

- Have a valid DUNS number - <https://www.dandb.com/free-duns-number/>
- Have an active SAM.gov account - [https://www.sam.gov/portal/SAM/?portal:componentId=bf811b41-4c99-4a94-9c01-2c0e211235da&interactionstate=JBPN5\\_r00ABXcwABBfanNmQnJpZGdIVmIld0IkAAAAAQAPL2pzZi9iYW5uZXluanNwAAdfX0VPRI9f&portal:type=action#1](https://www.sam.gov/portal/SAM/?portal:componentId=bf811b41-4c99-4a94-9c01-2c0e211235da&interactionstate=JBPN5_r00ABXcwABBfanNmQnJpZGdIVmIld0IkAAAAAQAPL2pzZi9iYW5uZXluanNwAAdfX0VPRI9f&portal:type=action#1)
- Not be on the Federal Excluded Parties List - determined from SAM.gov
- Be in Good Standing with the Illinois Secretary of State, as applicable:
  - All Not-for-Profits and commercial entities doing business within the State of Illinois are required to register with the Illinois Secretary of State (SOS). A registered entity will receive a file number from the SOS. This SOS file number must be entered into the GATA system, so the SOS registration can be verified. [http://www.cyberdriveillinois.com/departments/business\\_services/business\\_not-for-profit/home.html](http://www.cyberdriveillinois.com/departments/business_services/business_not-for-profit/home.html)
  - Units of Local Government are not required to register with the Secretary of State. This distinction is determined through the local unit's selection of "Government" as entity type, that is done as part of GATA registration.
- Not be on the Illinois Stop Payment list – See GATA website under Grantee Compliance Enforcement System - GATA system verified
- Not be on the Illinois Department of Healthcare and Family Services Provider Sanctions list - GATA system verified

## FEDERAL & STATE GRANT RESOURCES:

Uniform Grant Guidance

2 CFR 200: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

Federal Grant Resources: COFAR ([Federal] Council on Financial Assistance Reform)

<https://cfo.gov/cofar/training/>

<https://cfo.gov/cofar/cofar-resources/>

<https://cfo.gov/wp-content/uploads/2015/09/9.9.15-Frequently-Asked-Questions.pdf>

Frequently Asked Questions for D-U-N-S Number and SAM Registration

<http://fedgov.dnb.com/webform/displayFAQPage.do>

Grant Accountability and Transparency Act (30 ILCS 708):

<http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=3559&ChapterID=7>

GATA Home Page: <https://www.illinois.gov/sites/gata/Pages/default.aspx>

The resource library tab on the GATA Home Page includes numerous webinars on various GATA topics.

BOARD OF TRUSTEES  
VILLAGE OF RANTOUL

*Referencel*

AGENDA ITEM

PAGE 1 OF 2

<b>ITEM:</b> <b>Illinois Park and Recreational Facility Construction Grant Program</b>	<b>DEPARTMENT:</b> RECREATION (Forum Fitness Center)
<b>AGENDA SECTION:</b>	<b>AMOUNT:</b> \$250,000.00
<b>ATTACHMENTS:</b> ( ) ORDINANCE ( ) RESOLUTION ( X ) OTHER (See Summary Highlights) ( X ) SUPPORTING DOCUMENTS	<b>DATE:</b> August 28, 2014
<p><b>SUMMARY HIGHLIGHTS:</b> The PARC grant program (thru IDNR) provides grants to park districts and other eligible local governments for bondable, bricks and mortar projects that include site preparation and improvements for indoor and outdoor recreation facilities, reconstruction, improvements and expansion to existing facilities, and new construction.</p> <p>Grant Amount Request:</p> <ul style="list-style-type: none"><li>• \$1,000,000.00</li></ul> <p>Verified Cost to Village has changed:</p> <ul style="list-style-type: none"><li>• 25% of total grant awarded</li></ul> <p>Notes: Discussion on PARC-3 Resolution of Authorization</p> <p>A document must be submitted to the IDNR signed by the Mayor with the following text: The Village of Rantoul has been notified of a reduced 2014 PARC grant award and agrees to accept the reduced grant amount of \$750,000. The Village will provide a total of \$250,000.00 to ensure the completion of the proposed \$1,000,000.00 project as presented in the original 2014 PARC application. The Village is aware that other state or federal funds cannot be used as match for the proposed project.</p> <ul style="list-style-type: none"><li>• The Village must pay for all aspects of the project. The grant states reimbursement will occur 30-45 days after we submit reimbursement paperwork</li><li>• TIF Funds</li></ul>	

*Reference*

List of Improvements:

- Construction of 3,000 square foot group fitness addition, completely finished and equipped
- Installation of eight (8) 36" X 78" windows
- Installation of three (3) sets of double doors with tempered glass
- Expansion of cardio and weight room into racquetball courts on other side of wall
- Installation of drop ceilings in two current racquetball courts
- Installation of flooring from hardwood to rubber/carpet
- Installation of new electrical in expanded cardio room
- Purchase/installation of new HVAC (Air Conditioning) to cover men's and women's locker rooms as well as gymnasium

**RECOMMENDED ACTION: Requesting approval for the Mayor to sign a document stating:**

The Village of Rantoul has been notified of a reduced 2014 PARC grant award and agrees to accept the reduced grant amount of \$750,000. The Village will provide a total of \$250,000.00 to ensure the completion of the proposed \$1,000,000.00 project as presented in the original 2014 PARC application. The Village is aware that other state or federal funds cannot be used as match for the proposed project.

**DEPARTMENT HEAD APPROVAL:**

**VILLAGE ADMINISTRATOR:**



## Village of Rantoul

September 2014  
Reference

333 S. Tanner Street  
P.O. Box 38  
Rantoul, IL 61866  
Phone 217.893.1661  
Fax 217.892.5501

**To Whom It May Concern:**

**The Village of Rantoul has been notified of a reduced 2014 PARC grant award amount of \$750,000.00. The Village will provide the remaining funds to ensure completion of the proposed project as presented in the original 2014 PARC application (PARC-4/Development Data, attached) projected to cost \$1,000,000.00. The Village is aware that the IDNR will provide no more than 75% of total eligible project costs with maximum grant reimbursement of \$750,000.00 and understands that other state or federal funds cannot be used as a match for the project.**

*Charles Smith*

Signed  
Mayor, Village of Rantoul

*Charles Smith*

Printed  
Mayor, Village of Rantoul

September 2014  
Reference

STATE OF ILLINOIS / DEPT OF NATURAL RESOURCES  
PARC PROJECT APPLICATION

PARC-4/DEVELOPMENT DATA

Project Sponsor: Village of Rantoul

Project Title: Forum Fitness Center Renovation and Expansion

DEVELOPMENT ITEM	UNIT AMOUNT	ESTIMATED COSTS
Convert 3,000 sq ft group fitness addition completely finished and carpeted	1	\$660,000.00
Install 36"x78" windows	8	\$8,800.00
Install double doors with tempered glass	3	\$9,600.00
Demo walls in cardio room and weight room to expand square footage	1	\$9,200.00
Install drop ceilings in 2 current racquetball courts	1	\$24,000.00
Install new flooring in weight/cardio rooms	1	\$6,000.00
Install new electrical in cardio room	1	\$12,500.00
Install new HVAC in locker rooms, cardio, weight rooms	1	\$56,400.00
Coordinate utilities relocated	1	\$45,000.00
Install AC in large gym	1	\$47,000.00
Fitness equipment (aerobics, weight, cardio to fill new space)		\$42,500.00
CPA Report Costs (REQUIRED)	1	\$1,000.00
A/E Design Fees	1	\$75,000.00
(✓) Potential Archaeological Survey	1	\$3,000.00
<b>TOTAL ESTIMATED COST:</b>		<b>\$1,000,000.00</b>

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

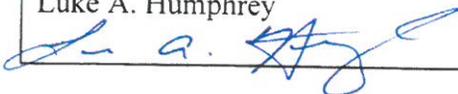
Provide a quarterly expenditure schedule for the grant funds to the best of your knowledge or ability. Use quarterly time increments. Example: Year 1, Quarter 1 = \$10K (engineering fees). The project sponsor is not bound to this schedule and revisions can be made during the course of the project as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

See Attachment PARC-4

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

<b>ITEM:</b> <b>2019 OSLAD GRANT</b> <b>Rudzinski Park Redevelopment</b>	<b>DEPARTMENT: RECREATION</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT: \$40,000</b>
<b>ATTACHMENTS:</b> <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	<b>DATE: October 30, 2018</b>
<p><b>SUMMARY HIGHLIGHTS:</b> OSLAD (Open Space Lands Acquisition and Development) is an annual grant program offered through the IDNR (Illinois Department of Natural Resources). The OSLAD program is a grant program that provides up to 50% (90% for distressed communities) funding assistance to acquire and/or develop public outdoor recreation areas. The initial application for the Rudzinski Park Redevelopment has been submitted. Within your board packet is Form OS/DOC-4 which lists the proposed development project components. In short, the goal of the project is to develop the open space land on the west side of Baerman Dr. at Rudzinski Park. This includes a new playground, playground swing set, rubber safety surfacing, parking lot, shade structures, site furnishings and Outdoor Circuit Training Equipment.</p> <p>To complete the application and to be fully considered a Resolution of Authorization (Form OS/DOC-3) must be completed and signed indicating the Village of Rantoul has the funding to complete the proposed project.</p> <p>Total Grant Amount Request: \$400,000          IDNR Grant Amount: \$360,000          Village Portion: \$40,000</p> <p>The Rudzinski Park playground has been identified as the next neighborhood playground that is in need of replacement. If the Village is awarded the grant, we will not only be able to replace the playground but we will be able to construct a much needed off street parking lot and a unique circuit training area for citizens of all ages. The Village has made efforts in the past couple of years to update the park area by dredging the lake and installing a shared use path. With your approval we will be able to complete the application and hopefully be awarded the grant which will be a nice boost for the neighborhood.</p>	
<p><b>RECOMMENDED ACTION:</b> Staff recommends that the board approve the Resolution of Authorization to complete the application.</p>	
<b>DEPARTMENT HEAD APPROVAL:</b> Luke A. Humphrey 	<b>VILLAGE ADMINISTRATOR:</b>

OSLAD Grant Program  
Resolution of Authorization

Form OS/DOC-3

Applicant (Sponsor) Legal Name: Village of Rantoul  
Project Title: Rudzinski Park Redevelopment

The Village of Rantoul (Sponsor) hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending OSLAD project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition and Development Projects

It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

The Village of Rantoul (Sponsor) further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025); 2) the Illinois Grant Funds Recovery Act (30 ILCS 705); 3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable; 4) the Illinois Human Rights Act (775 ILCS 5/1-101 et.seq.); 5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352); 6) the Age Discrimination Act of 1975 (P.L. 94-135); 7) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and 8) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

BE IT FURTHER PROVIDED that the Village of Rantoul (Sponsor) certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the Village of Rantoul (Sponsor) on the 13<sup>th</sup> day of November (month), 2018 (year)

Attested by: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name (printed / typed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

OSLAD Grant Program  
Development Cost Estimate Data

Form OS/DOC-4

1. Applicant (Sponsor) Legal Name: Village of Rantoul  
 2. Project Title: Rudzinski Park Redevelopment  
 3. Acquisition \_\_\_\_\_ Development X

Note: Acquisitions Projects – complete items #4 and #6 below as they pertain to future development.

4. DEVELOPMENT PROJECT COMPONENT	5. UNIT AMT.	6. ESTIMATED COSTS
Playground Equipment	1	\$75,000
Playground Swing Set	1	\$10,000
Playground Surfacing & Installation	1	\$70,000
Playground & Swing Set Installation	1	\$27,000
Parking Lot	1	\$75,000
Shade Structures	2	\$10,000
Site Furnishings(Benches, Trash Cans)	8	\$18,000
Sidewalk/Curbs	1	\$17,000
Outdoor Circuit Training Equipment	11	\$44,000
CPA Report Cost		\$1,000
A/E Design Fees (<15.25% of construction cost)		\$50,000
Potential Archaeological Survey *		\$3,000
<b>TOTAL ESTIMATED COST:</b>		<b>\$400,000</b>

NOTE: Donated labor and material are not eligible for reimbursement.

(\*) Projects approved for OSLAD funding may require the completion of an archaeological reconnaissance survey on the project site. Estimated cost for such a survey may be included in the project budget. The requirement of a survey will not be an allowable reason to extend any project ending date.

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