



**Rantoul Village Board of Trustees**  
**Regular Study Session**  
**August 4, 2009**

*Order of Business*

*Board Packet Page(s)*

- 1. Call to Order – Mayor Williams**  
Roll Call
- 2. Public Participation**  
*Citizens wishing to address the Village Board with respect to any pending item of business listed upon the agenda or any matter not appearing on the agenda are asked to complete a public participation form and submit it to the Village Clerk prior to the meeting. Public comments will be limited to three minutes for each speaker.*
- 3. Items from the Mayor**
  - A) Fire & Police Commission Appointment 1
- 4. Items from Trustees**
- 5. Items from the Village Clerk**
  - A) Presentation of any Addendum Items for the Agenda
- 6. Items from the Administrator**
- 7. Monthly Department Reports**
- 8. Items for the Consent Agenda**  
*Items placed upon the Consent Agenda for the Regular Board Meeting are considered by the Board of Trustees to be routine and non-controversial in nature, and are to be enacted by a single motion and subsequent roll call vote.*
  - A) Approval of Minutes, Regular Study Session, July 7, 2009
  - B) Approval of Minutes, Regular Board Meeting, July 14, 2009
  - C) Approval of Bills & Monthly Financial Reports
- 9. Items from Aviation**
  - A) Agreement to Provide Event Facilities – “Half Century of Progress” 2-11

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*Order of Business*

*Board Packet Page(s)*

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**10. Items from Public Works**

- |  |       |
|--|-------|
| A) Illinois Drive Roadway Improvements   | 12-16 |
| B) IPEA Natural Gas Purchasing Agreement | 17-26 |
| C) Veterans Parkway Fence Installation   | 27-30 |

**11. Items from Counsel**

**12. Adjournment**

**Next Meeting Date:**  
**Regular Monthly Meeting – August 11, 2009**

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*The Rantoul Village Board of Trustees meets in Study Session on the first Tuesday of each month at 6:15pm and in Regular Session on the second Tuesday of each month at 6:15pm. Unless otherwise noted, all proceedings are held in the Louis B. Schelling Memorial Board Room of the Rantoul Municipal Building, 333 S. Tanner Street, Rantoul, Illinois.*

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**Statement Regarding 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 with hearing difficulties may obtain auxiliary hearing aids available at each meeting upon request. Persons requiring additional assistance regarding accessibility issues should contact the Village Administrator's office at (217) 892-6802. TTY users should call the Illinois Relay Center at 1-800-526-0844.*


*Citizens may visit our website at [www.village.rantoul.il.us](http://www.village.rantoul.il.us) to view live and archived video of all Village Board meetings. Citizens may also download complete Board packets containing information on all ordinances, resolutions and departmental requests under consideration by the Village Board each month.*

BOARD OF TRUSTEES  
VILLAGE OF RANTOUL

AGENDA ITEM

PAGE

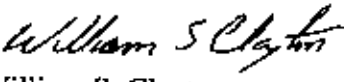
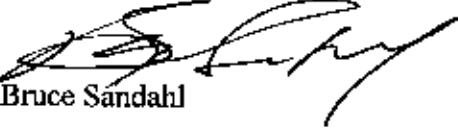
OF

ITEM: Fire & Police Commission	DEPARTMENT: Mayor
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: July 24, 2009
SUMMARY HIGHLIGHTS:  Doug Mayor has submitted his resignation from the Fire and Police Commission. I have asked Ron Luna to serve on this Commission and he has accepted. His term will expire in 2010.	
RECOMMENDED ACTION: Affirm appointment	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR 
AGENDA PAGE NUMBER:	

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

<b>ITEM:</b> Agreement to Provide Event Facilities	<b>DEPARTMENT:</b> Airport
<b>AGENDA SECTION:</b>	<b>AMOUNT:</b>
<b>ATTACHMENTS:</b> <input type="checkbox"/> <b>ORDINANCE</b> <input checked="" type="checkbox"/> <b>RESOLUTION</b> <input type="checkbox"/> <b>OTHER (See Summary Highlights)</b> <input type="checkbox"/> <b>SUPPORTING DOCUMENTS</b>	<b>DATE:</b> August 11, 2009
<b>SUMMARY HIGHLIGHTS:</b>  <p>On August 27 – 28 – 29 and 30, 2009, I &amp; I Antique Tractor &amp; Gas Engine Club is scheduled to host, at the Rantoul National Aviation Center Airport, the “Half Century of Progress IV” event. This four day event occurs every odd year. The 2005 and 2007 Progress events were very successful. This year the event is featuring the world’s largest tractor in action – BIG BUD 747.</p> <p>To date all the motel facilities in Rantoul are reserved full in support of this event. This event is the prelude to the Farm Progress Show in Decatur. It is a popular event that brings thousands of visitors from around the U.S. to Rantoul. The 2009 Agreement is similar to the 2005 and the 2007 Agreements – allowing I &amp; I to used the airport ground to support the event.</p>	
<b>RECOMMENDED ACTION:</b>  <p>Approve RESOLUTION to adopt the contract Agreement by and between the Village and I &amp; I.</p>	
<b>DEPARTMENT HEAD APPROVAL:</b>   William S. Clayton	<b>VILLAGE ADMINISTRATOR:</b>   Bruce Sandahl

RESOLUTION NO. 8-11-\_\_\_\_\_

**A RESOLUTION  
APPROVING THE EXECUTION OF AN AGREEMENT TO PROVIDE EVENT  
FACILITIES TO I & I ANTIQUE TRACTOR & GAS ENGINE CLUB WHO ARE  
HOSTING THE "HALF CENTURY OF PROGRESS IV" EVENT, SCHEDULED FROM  
AUGUST 27, 2009 THROUGH AUGUST 30, 2009 AT THE RANTOUL AIRPORT**

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the "Corporate Authorities") of the Village of Rantoul, Champaign County, Illinois (the "Village") at which this Resolution is adopted the form of a certain Agreement to Provide Event Facilities, dated as of 11 August, 2009 (the "Agreement") by and between the Village and I&I Antique Tractor and Gas Engine Club, an Illinois not-for-profit corporation (the "Promoter"), in connection with an Event known as the "Half Century of Progress IV" from August 27, 2009 to and including August 30, 2009.

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

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

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

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

PASSED this 11th day of August, 2009.

\_\_\_\_\_  
Village Clerk

APPROVED this 11th day of August, 2009.

\_\_\_\_\_  
Village President

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**AGREEMENT TO PROVIDE EVENT FACILITIES**

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

**AND**

**I & I ANTIQUE TRACTOR AND GAS ENGINE CLUB**

**DATED AS OF August 11, 2009**

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## AGREEMENT TO PROVIDE EVENT FACILITIES

**THIS AGREEMENT TO PROVIDE EVENT FACILITIES**, including any Exhibit attached hereto (this "**Agreement**"), is made and entered into as of the 1st day of July, 2005 (the "**Effective Date**"), but actually executed by each of the parties on the dates set forth beneath the signatures of each of their duly authorized officers below, by and between the VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, an Illinois municipal corporation (the "**Village**") and I & I ANTIQUE TRACTOR AND GAS ENGINE CLUB, an Illinois not-for-profit corporation ("**Promoter**").

### WITNESSETH:

**WHEREAS**, the Village is the owner of, or exercises control over, the Rantoul National Aviation Center, located in Champaign County, Illinois (herein referred to as the "**Aviation Center**"), including such part of the land thereof shown by yellow connected dots with a legend of "Chain Link Fence" on Exhibit A attached hereto and made a part hereof (herein referred to collectively as the "**Event Area**"); and

**WHEREAS**, a part of the Event Area is subject to a certain Illinois Cash Farm Lease (the "**Lease**"), by and between the Village and Promoter, and this Agreement supplements the Lease to the extent applicable thereto; and

**WHEREAS**, the Promoter desires to host and conduct an event to be known as the "**Half Century of Progress II**" to show and demonstrate collection of antique farm equipment during the period from August 27, 2009 to and including August 30, 2009 (the "**Event**"); and

**WHEREAS**, subject to the Lease, the Village desires to make the Event Area available for the Promoter's use in hosting and conducting the Event and the Promoter desires to make such use of the Event Area as provided by the Village for the Event upon such terms, conditions and restrictions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual agreements, covenants, representations and undertakings herein contained, the Village and the Promoter hereby mutually agree, covenant, represent and undertake as follows:

**Section 1. Use of Event Area.** The Village hereby agrees to provide for the Promoter's use in hosting and conducting the Event and the Promoter agrees to accept for such use the Event Area upon such terms, conditions and restrictions as are more specifically set forth in this Agreement. Such use of the Event Area to be provided by the Village under this Agreement shall be a period commencing at 12:00 p.m. on August 24, 2009 and terminating at 12:00 p.m. on August 31, 2009 (the "**Term**"). All references herein to locations or facilities within the Event Area shall be as designated on Exhibit A.

**Section 2. Terms, Conditions and Restrictions.**

(a) The Promoter covenants and agrees that in the use and occupation of the Event Area and in conducting the Event therein, the Promoter 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. The Promoter further covenants not to use any part of the Event Area for any dangerous, noxious or offensive trade or business and to not cause or maintain any nuisance in, at, or on the Event Area. The Promoter shall be solely responsible for obtaining at the Promoter's sole cost and expense any and all licenses and permits required for the Promoter's use and occupancy of the Event Area, including the Event. The Village agrees that it shall not impose any such license or permit requirements upon the Promoter or any vendor at the Event which do not apply generally to others using the Aviation Center and that it will cooperate with the Promoter in obtaining any required licenses and permits. In the event of any default by the Promoter under the provisions of this subsection (a), the Village shall have the right to suspend the rights of the Promoter under this Agreement by giving notice of such suspension to the Promoter specifying the nature of the default and a reasonable time upon which such suspension shall become effective unless corrective or remedial actions are taken by the Promoter and diligently pursued to come into compliance. Upon taking and completing any such corrective or remedial actions as may be required under the circumstances, the Promoter shall no longer be deemed to be in default under the provisions of this subsection (a), and any suspension, if then in effect, shall be terminated.

(b) The Promoter, for itself, its agents, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Event Area; (2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or nation original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Event Area; and (3) the Promoter shall use the Event Area in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1963, and as said regulations may be amended.

(c) For and during the Term, the Promoter will undertake each of the following obligations:

1. the Promoter will at its sole expense keep the Event Area free and clear of refuse and debris and shall provide adequate collection, daily pick up and disposal of refuse and debris in all areas of the Event Area, including, but not limited to, spectator areas, participant areas and restricted access areas;

2. the Promoter agrees that it will at all times during its occupancy and use of the Event Area maintain liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence with reputable companies registered with and licensed by the Illinois Department of Insurance, which insurance shall include the Village and its Fixed Base Operator and the Chanute Air Museum as additional named insureds, for any and all claims for damages arising on or resulting as a consequence of the Promoter's occupancy or use of the Event Area pursuant to this Agreement. The Promoter may be denied access to the Event Area property until such time as it furnishes the Village a valid certificate of current insurance coverage in the amounts set forth above; and

3. to the extent not covered by insurance, the Promoter shall defend, indemnify and hold harmless the Village, its Fixed Base Operator, agents and employees, against all liabilities, losses, claims, demands, costs, expenses and judgments arising, or alleged to arise, from or in connection with loss or damage to personal property or injury to or death of any person arising from or in connection with the Promoter's conduct of activities pursuant to this Agreement.

4. to coordinate, as required, with A T & T Wireless in connection with traffic control and parking in and around the building leased to A T & T Wireless.

5. to provide portable lights providing sufficient illumination for visibility within such areas of the Event Area where pedestrian traffic is high at all times when such illumination is needed.

6. to provide sufficient portable toilet facilities to accommodate up to 50,000 attendees of the Event.

7. to provide and install snow fence prior to the commencement of the Term in locations necessary to prevent encroachment into that part of the Restricted Area in which airport operations are conducted.

8. to provide sufficient staffing to direct and control traffic entering the Event parking areas in such numbers as may be necessary to accommodate all vehicles of those attending the Event.

9. to provide staff training by the Airport Manager in such numbers as may be necessary to provide continuous monitoring and control access across at the Controlled Pedestrian Crossing at FLightline during the Term of the Event.

10. to reimburse the Village upon demand for any extensions or modifications to any electric or water utility facilities made by the Village at the request of the Promoter in connection with the Event.

(d) In express recognition of the fact that the Event Area includes an operational airport and related facilities, the Promoter agrees to comply with all such reasonable directives of the Aviation Specialist of the Village in order to coordinate all such aviation related safety and operational items as may be required in connection with the Event.

**Section 3. Related Facilities, Services, and Funding to be Provided by the Village.**

(a) In addition to the Event Area, the Village shall make available and the Promoter shall have access to and the use of the following Aviation Center facilities:

1. Hangar 2, in as is condition
2. Designated parts of Grissom Hall and/or the Rantoul Business Center

(b) The Village shall provide and shall have sole authority and responsibility for the provision of security, public safety, crowd control and law enforcement activities during the Event.

In addition, the Village shall provide such fire protection services which it, in its sole discretion after consultation with the Promoter, to be reasonably adequate under the circumstances.

(c) The Village shall cut turf areas used for parking and other activities of the Event immediately prior to the Event.

(d) The Promoter with Village assistance shall install fencing along the perimeter of the Event Area as shown on Exhibit A to complete closure of the Event Area.

(e) The Village shall use its best efforts to assist the Promoter in securing grants and other funding to promote the Event or to make improvements to the Event Area and related facilities.

**Section 4. Independent Contractor.** The relationship of the Promoter to the Village hereunder shall be that of an independent contractor. Nothing in this Agreement is intended or shall be construed to constitute the Promoter, its directors, officers, employees, agents or subcontractors, as an employee, agent or partner of the Village, nor shall the Promoter, its directors, officers, employees, agents or subcontractors have any authority to bind the Village in any respect. The Village shall not be liable for any negligent or willful act or omission of the Promoter, its directors, officers, employees, agents or subcontractors.

**Section 5. Default, Costs, Expenses and Attorneys' Fees.** In the event either the Village or the Promoter fails to perform any of the material obligations imposed upon them respectively under this Agreement, the party not so in default shall have the right, in addition to any other right specified in this Agreement, to any other lawful remedy as provided by law. Should it become necessary for either the Village or the Promoter to employ an attorney to enforce any of the material obligations imposed upon or undertaken by the other under this Agreement, the party not so in default shall be entitled to collect any and all reasonable costs and expenses of any such enforcement action, including reasonable attorneys' fees.

**Section 6. 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 (i) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, (ii) personally delivered, (iii) sent by a nationally recognized overnight courier, delivery charge prepaid or (iv) transmitted by telephone facsimile, telephonically confirmed as actually received, in each case, to the Village and the Promoter at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

if to the Village: Village of Rantoul  
Municipal Building  
333 South Tanner Street  
Rantoul, IL 61866  
Attn: Administrative Officer  
Tel: (217) 893-1661 Ext. 201  
Fax: (217) 892-4794

if to the Promoter: I & I Tractor and Gas Engine Club  
P.O. Box 65  
Penfield, IL 61862  
Attn: John Fredrickson  
Tel: (219) 863-1270  
Fax: (219) 474-5440

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 7. Illinois Law; Venue.** This Agreement shall be deemed to be a contract and an agreement made under and shall be construed in accordance with and governed by 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 Agreement, the venue for any such action or proceeding shall be in Champaign County, Illinois.

**Section 8. Written Modification.** Neither this Agreement, nor any provisions hereof, may be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both the Village and the Promoter.

**Section 9. Waiver.** No delay or failure on the part of either party hereto in exercising any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege, or the exercise of any other right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against either party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

**Section 10. Assignment.** The Promoter shall not assign this Agreement nor assign or transfer any interest in this Agreement without the prior written consent of the Village.

**Section 11. Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

**Section 12. Headings.** The headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

**Section 13. Pronouns.** All pronouns and any variations thereof contained in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or entity may require.

**Section 14. Severability.** The invalidity or unenforceability of any one or more phrases, sentences, clauses, sections or other divisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part hereof.

**Section 15. Limitation on Benefits.** The covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto and their respective successors and permitted assigns.

**Section 17. Entire Agreement.** This Agreement supersedes all prior oral or written agreements, commitments or understandings with respect to the subject matter hereof. Each party represents, warrants, covenants and agrees with the other party that no representation, warranty, covenant or agreement shall be binding on either party unless expressed in writing, including by written modification pursuant to Section 9 hereof.

**IN WITNESS WHEREOF**, each of the parties hereto have caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

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

**I & I ANTIQUE TRACTOR AND GAS  
ENGINE CLUB**

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

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

(SEAL)

ATTEST:

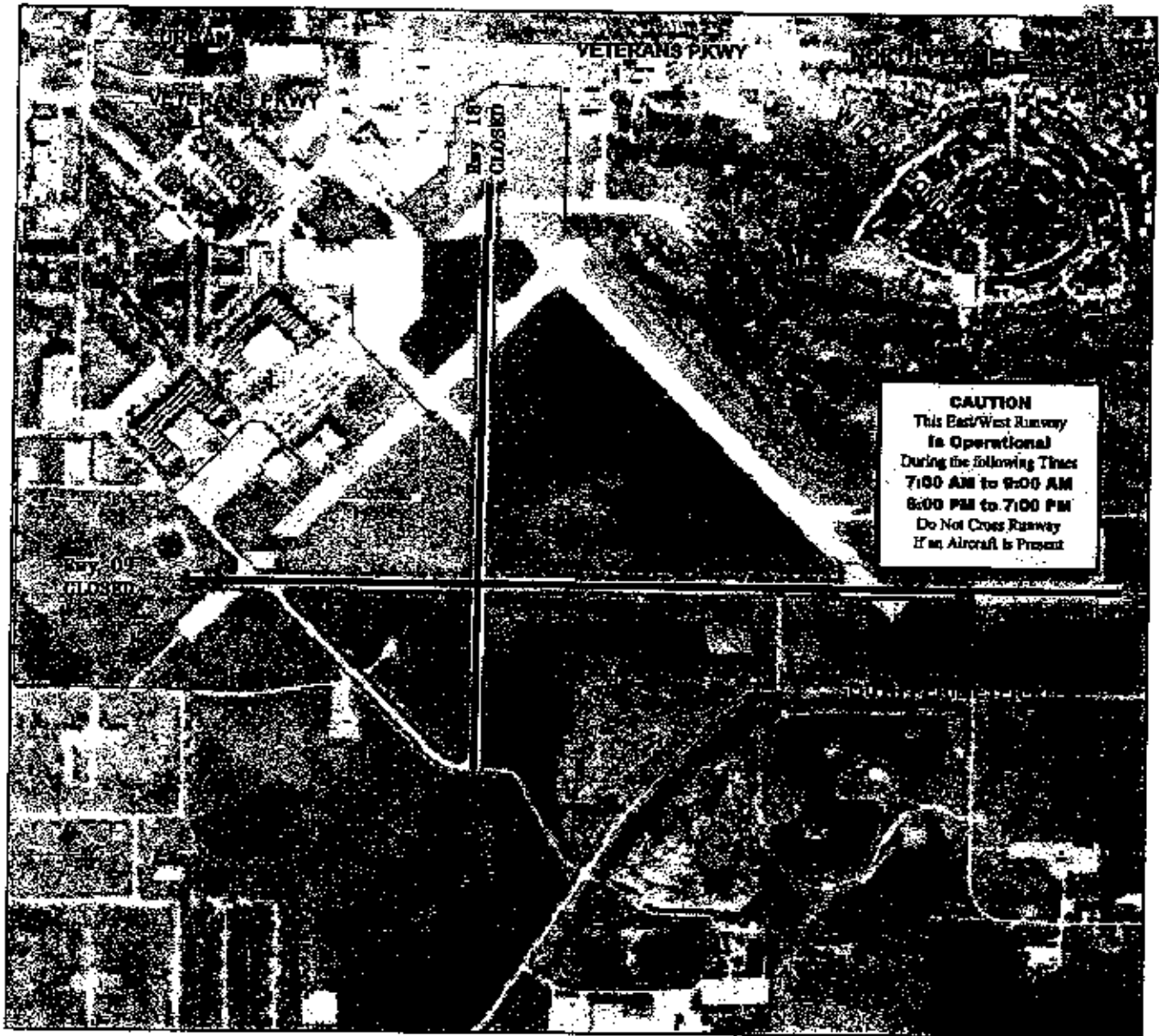
ATTEST:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Secretary

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

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



1,000 500 0 1,000 Feet

**Legend**  
 — Runway Centerline  
 - - - Fences





**Exhibit A**  
**Rantoul National  
 Aviation Center**

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE \_\_\_\_ OF \_\_\_\_

<b>ITEM: Illinois Drive Roadway Improvements</b>	<b>DEPARTMENT: Public Works</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT: \$200,000 Budget</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: July 17, 2009</b>
<b>SUMMARY HIGHLIGHTS:</b>  <p>This Agenda item provides for roadway and drainage improvements in the Illinois Drive area. The base component of the project provides for the milling and re-surfacing of Illinois Drive from Clark Street to Pinecrest Drive. Included is the installation of 464' of storm sewer that will be address drainage issues at the intersection of Illinois Drive and Briarcliff. If sufficient funds are available, an additive alternate was prepared to address the pavement unraveling along Englewood from Illinois Drive to Bcl Place.</p> <p>This project has been advertised and bids are due to be received and opened on July 30, 2009 at 2:30 pm. A formal Bid Tabulation will then be prepared. The bid results and a formal recommendation will be forwarded to the Board for consideration at the August 4, 2009 Study Session. The contract provides that the work will be completed by November 15, 2009.</p> <p>These improvements are financed using the bond funds that were not used during the WWTP improvements. A formal reallocation of those bond proceeds occurred during the April Board meeting and requires that they be expended by the end of the 2009 calendar year.</p>	
<b>RECOMMENDED ACTION:</b> Authorize the award of a contract for the Illinois Drive roadway improvements to the lowest responsible bidder submitting a responsive bid.	
<b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E. 	<b>VILLAGE ADMINISTRATOR:</b> 
<b>AGENDA PAGE NUMBER:</b>	

**RETURN WITH BID**

Route	<u>Illinois Drive</u>
County	<u>Champaign</u>
Local Agency	<u>Village of Rantoul</u>
Section	<u>BF-00001-00-09</u>

**Time and Place of Opening of Bids**

Sealed proposals for the improvement described below will be received at the office of the Purchasing Director  
333 S. Tanner, Rantoul Illinois 61866  
(address)  
 until 2:30 o'clock P M., July 30, 2009 Proposals will be opened and read publicly  
(date)  
 at 2:30 o'clock P M., July 30, 2009 at the office of the Purchasing Director  
(date)  
333 S. Tanner, Rantoul Illinois 61866  
(address)

**Description of Work**

Name Illinois Drive Length 3199 feet ( 0.83 miles)  
 Location Illinois Drive . Pinecrest and Englewood  
 Proposed Improvement Milling and Bituminous Overlay and other items necessary to complete the project.

**Bidders Instructions**

1. Plans and proposal forms will be available in the office of the Purchasing Director  
located at 333 S. Tanner, Rantoul Illinois 61866
2. If prequalification is required , the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One copy shall be filed with the Awarding Authority and 2 copies with the IDOT District Office.
3. All proposals must be accompanied by a proposal guaranty as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
4. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
5. Bidders need not return the entire contract proposal when bids are submitted unless otherwise required. Portions of the proposal that must be returned include the following:
 


a. BLR 12210 - Contract Cover	d. BLR 12222 - Contract Schedule of Prices
b. BLR 12220 - Notice to Bidders	e. BLR 12223- Signatures
c. BLR 12221 - Contract Proposal	f. BLR 12230 - Proposal Bid Bond (if applicable)
6. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.



**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

AGENDA ITEM

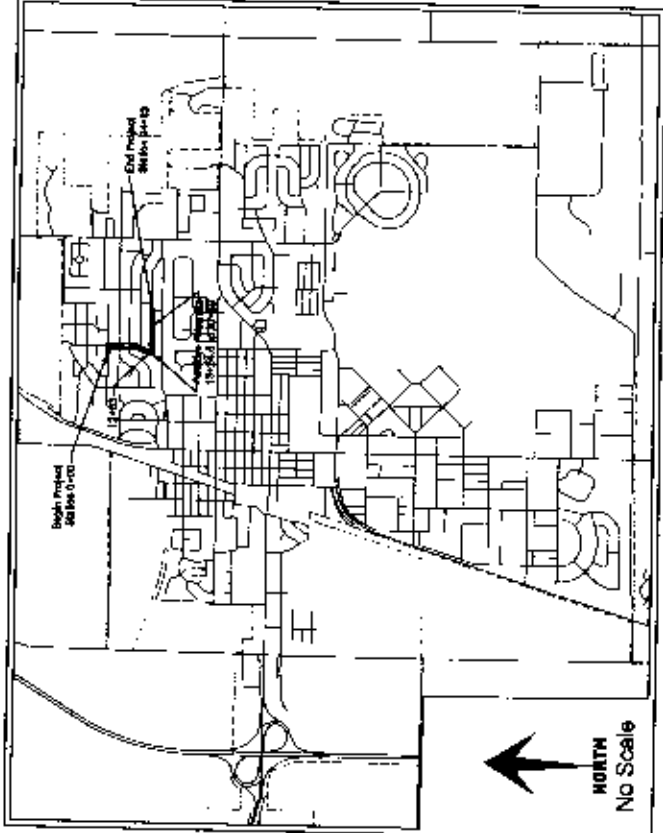
PAGE \_\_\_\_ OF \_\_\_\_

ITEM: Reallocation of Wastewater and Storm Water Bond Funds	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: \$500,000.00 Wastewater & \$190,000 Storm Water
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: March 26, 2009
<p><b>SUMMARY HIGHLIGHTS:</b></p> <p>The Public Works Staff and the Comptroller recommend the Village Board approve the reallocation of the currently unobligated wastewater bond funds for use on non-wastewater related infrastructure projects. Currently, there is approximately \$475,000.00 of unobligated wastewater bond funds remaining that will not be used in the WWTP improvements. This balance exists due to the actual construction projects exceeding original bond estimates on some of the projects and the cancellation or deferral of other projects, such as the Ludlow Sanitary Sewer Extension.</p> <p>The covenants of the bond require the funds to be expended by the end of the 2009 calendar year. At this time, there are no wastewater related projects that can be completed within this timeframe and within this budget.</p> <p>It is proposed that a reallocation would be used as follows:</p> <ul style="list-style-type: none"> <li>• \$200,000 for the Illinois Drive area street improvement. This area had been previously identified in the proposed 2009-2010 budget as an optional street resurfacing project.</li> <li>• \$225,000 for the construction of block wall / security fence along the Veteran's Parkway Public Works Complex and Store Yard providing the necessary physical security improvement for the electric store yard, materials and equipment which meets the current Village design standards.</li> <li>• \$75,000 for miscellaneous building demolitions.</li> </ul>	
<p><b>RECOMMENDED ACTION:</b> Approve the reallocation of bond proceeds in order to meet requirements of the bond covenants and authorize staff to begin the process for the recommended projects.</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>	

VILLAGE OF RANTOUL  
 DEPARTMENT OF PUBLIC WORKS  
**PLANS FOR ILLINOIS DR., PINECREST DR.  
 AND ENGLEWOOD DR.  
 RESURFACING PROJECT**  
 VILLAGE OF RANTOUL: BF-0001-00-09

Village Officials:

Village President	Neal Williams
Village Administrator	Bruce Sandahl
Village Clerk	Jeremy Rashe
Village Trustees	Joe Boller Marjorie Carter Charlee Smith Jim Stubblefield Anthony Brown J. Roger Jones
Public Works Director	G. Gregory Hazel, P.E.
Assistant Public Works Director	Peter Passarelli



Net Length of Resurfacing 1677 Feet  
 Additive Alternate 734.5 Feet



Dated: June 30, 2009  
*G. Gregory Hazel*  
 G. Gregory Hazel, P.E.  
 Public Works Director  
 Illinois Registered Professional Engineer Number 062-049144  
 License expires: November 30, 2009

SIGNATURE BLOCK

APPROVED July 8 20 09  
*G. Gregory Hazel*  
 DIRECTOR OF PUBLIC WORKS



Index of Sheets:  
 Sheet Description

- 2-3 Typical Sections, Detail List of Standards, and Summary of Quantities
- 4-7 Paving, Storm Sewer, Striping and Removal Plan

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE \_\_\_\_ OF \_\_\_\_

<b>ITEM: IPEA / Village of Rantoul Natural Gas Purchasing Agreement</b>	<b>DEPARTMENT: Public Works</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: July 23, 2009</b>
<p><b>SUMMARY HIGHLIGHTS:</b></p> <p>This Agenda item provides for an extension of the agreement between the Village of Rantoul and the Illinois Public Energy Agency (IPEA) for the purchase of natural gas. The current agreement is set to expire on March 31, 2010, but approval would allow this relationship and purchasing agreement to be extended through March 31, 2015.</p> <p>There are no substantial changes in the terms, conditions, or fee structure. The contract continues to include a trigger for an IPEA prepay arrangement should it present itself prior to March 31, 2012, at which time the contract would be extended 20 years to match the length of the expected pre-pay agreement.</p> <p>The Agency has asked that the members give consideration to this agreement and that it be returned to the IPEA by mid-September.</p> <p>The IPEA is a municipal joint action agency comprised of 17 communities and cooperatives working together in the purchasing of natural gas and other natural gas issues. IPEA is the largest purchasing joint agency in Illinois with volumes at approximately 5.9 million Dekatherms.</p>	
<p><b>RECOMMENDED ACTION:</b> Authorize the approval of the contract extension between the Village of Rantoul and the Illinois Public Energy Agency (IPEA).</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>	

ORDINANCE \_\_\_\_\_

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

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

WHEREAS, the Village of Rantoul, Illinois is a Member of IPEA and presently purchases the natural gas for its natural gas system from IPEA pursuant to a Natural Gas All-Requirements Sales Agreement, dated January 9, 2007, which has a term through March 31, 2010; and

WHEREAS, the Village has also entered into an IPEA Sales Contract with IPEA pursuant to which the Village has agreed to purchase and IPEA has agreed to provide and sell, subject to certain limitations, all of the natural gas requirements of the Village’s natural gas distribution system for a term of twenty (20) years, subject to the successful negotiation by IPEA of a contract to acquire long-term supplies of natural gas at a certain discount to the index under a prepay arrangement involving tax-exempt bonds; and

WHEREAS, due to market conditions beyond the control of the parties, it has not yet been possible to accomplish the acquisition of long-term prepaid natural gas supplies at the discount required in the IPEA Sales Contract but the parties remain committed to pursuing all opportunities for a prepay discount gas deal in the future; and

WHEREAS, to continue to be prepared to take advantage of possible discount priced natural gas, it is necessary to amend the IPEA Sales Contract to extend the time within which the conditions for effectiveness of the IPEA Sales Contract may be fulfilled; and

WHEREAS, the Board of Trustees of the Village of Rantoul has determined that it is necessary, desirable and in the best interest of the Village to authorize the execution and delivery of the Natural Gas All-Requirements Sales Agreement attached hereto and incorporated herein, which has a term commencing on April 1, 2010 and extending through March 31, 2015, and which includes provisions for the extension of the trigger date under the Village’s IPEA Sales Contract to March 31, 2012.

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

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

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

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

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

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

PASSED, APPROVED AND ADOPTED by the Board of Trustees of the Village of Rantoul, Champaign County, Illinois, as required by law and approved by the President this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
PRESIDENT

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

(MUNICIPAL SEAL)

# ILLINOIS PUBLIC ENERGY AGENCY

## NATURAL GAS ALL-REQUIREMENTS SALES AGREEMENT

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 2009 by and between the Illinois Public Energy Agency, a municipal gas agency organized and existing pursuant to the Illinois Joint Municipal Natural Gas Act ("IPEA"), and Village of Rantoul, a Municipal Corporation ("MEMBER/PURCHASER"), who agree as follows:

### 1. PURCHASE AND SALE

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

- 1.7. A forecast of MEMBER/PURCHASER's monthly gas requirements for each month of the calendar year is set forth in Schedule A.
- 1.8. IPEA will make arrangements with its natural gas supplier to offer the opportunity to participate in hedging activities, such as locking in fixed price volumes.
- 1.9. MEMBER/PURCHASER acknowledges that IPEA's underlying supplier may require it to execute an agreement, addendum and/or guaranty, and MEMBER/PURCHASER hereby agrees to execute such documents if and to the extent that the terms thereof are commercially reasonable at the time based on industry practice and the state of the natural gas market.

## 2. TERM OF AGREEMENT

- 2.1. The initial term of this Agreement shall run from April 1, 2010 through March 31, 2015. The Agreement shall automatically continue in force thereafter for consecutive one year terms from year to year until terminated by either party giving to the other not less than 90 days' prior written notice of its desire to terminate at the end of the initial term or any subsequent term. In the event IPEA has entered into a commitment with its underlying natural gas supplier or another third-party supplier for the supply of natural gas which extends beyond the then current term of this Agreement, MEMBER/PURCHASER shall remain responsible for costs incurred by IPEA with respect thereto to the extent that such commitment was undertaken specifically for MEMBER/PURCHASER'S benefit and cannot be terminated or reasonably mitigated by IPEA; provided, however, that IPEA shall not enter into any such commitments without MEMBER/PURCHASER'S prior knowledge and consent.
- 2.2. IPEA and MEMBER acknowledge that there is another contract between them, referred to as the IPEA Sales Contract, as amended, for a longer term that will supersede this Agreement if the contingency therein is satisfied. The IPEA Sales Contract is contingent on IPEA being able to enter in to a contract for long-term supplies of natural gas at or better than a certain discount to the index under a prepay arrangement involving tax-exempt bonds.
- 2.3. Section 2.1 of the IPEA Sales Contract, which was previously amended by the First and Second Amendments thereto, is deleted in its entirety and replaced with the following:

*Term.* This Contract shall have a term from the Effective Date and for a twenty (20) year period thereafter. This Contract shall become effective on the date that the last of all the following events occur: (i) that a Gas Sale Contract (GSC) between IPEA and APEA, or another qualified supplier, is executed by duly authorized representatives of both parties but no later than March 31, 2012; (ii) the Gas Sale Contract between IPEA and APEA becomes effective and the GSC provides a Discount to IPEA for the Prepaid Gas of at least \$0.50 per MMBtu below the Index Price; and (iii) the first Day

the Prepaid Gas is delivered to IPEA at Buyer's Delivery Point (the "*Effective Date*").

Until the date IPEA obtains delivery of Prepaid Gas at the Delivery Point to sell and deliver to Buyer under this Contract, IPEA shall continue to provide Gas to Buyer and Buyer shall continue to take such Gas pursuant to the terms of the Natural Gas All-Requirements Sales Agreement between IPEA and Buyer. Simultaneously with the delivery of Prepaid Gas to Buyer under this Contract, the Natural Gas All-Requirements Sales Agreement between the Buyer and IPEA shall terminate and be superseded by this Contract, but the Buyer's Second Member Addendum to the IPEA Supplier Agreement shall remain in effect according to its terms."

### 3. CHARGES FOR NATURAL GAS

- 3.1. MEMBER/PURCHASER shall pay to IPEA an administrative fee of four (4) cents per dekatherm for all natural gas purchased for the account of MEMBER/PURCHASER plus the costs billed to IPEA for or in connection with such natural gas (which costs may include fixed price purchases made for MEMBER/PURCHASER, and any charges incurred at MEMBER/PURCHASER'S behest in connection with a provider of gas purchasing strategies and related service), plus all costs of transportation (including any storage, scheduling, balancing or other transportation related charges) billed to and paid or to be paid by IPEA. The IPEA'S administrative fee shall be reviewed annually by IPEA and may be modified if determined necessary and appropriate by its Board of Directors. MEMBER/PURCHASER may contest the costs billed to IPEA to the extent that such cost resulted from the gross negligence of IPEA in purchasing gas for MEMBER/PURCHASER on matters solely within IPEA'S control.

### 4. DELIVERIES

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

### 5. BILLINGS AND PAYMENTS

- 5.1. MEMBER/PURCHASER will be required to accept and to pay to IPEA for the natural gas delivered to MEMBER/PURCHASER.
- 5.2. IPEA shall furnish an invoice to MEMBER/PURCHASER on or before the 12<sup>th</sup> day each month stating the total charges for gas sold (including other charges from IPEA'S supplier) during the preceding calendar month. MEMBER/PURCHASER shall make payment to IPEA within seven (7) days of the date of IPEA'S billing. Payment received by IPEA after seven (7) days of the date of IPEA'S billing will be deemed late, entitling IPEA to interest.

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

## 6. TITLE TO NATURAL GAS

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

## 7. FORCE MAJEURE

- 7.1 The term "*Force Majeure*" shall mean but is not limited to, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, acts of terrorism, wars, blockades, insurrections, riots, epidemics, landslides, tornados, hurricanes, lightning, earthquakes, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage of, or accident to, machinery or lines of pipe, partial or entire failure of wells, curtailment of interruptible or firm transportation and any other like causes not within the control of the party claiming suspension. Any binding order of a court, including a bankruptcy court, which compels Member/Purchaser to honor the

terms and conditions of any other contract or agreement for gas supply in lieu of or in addition to this Agreement does not constitute "*Force Majeure*" under this Agreement regardless of the economic feasibility of this Agreement.

- 7.2 In the event either party is rendered unable, wholly or in part, by *Force Majeure* to carry out its obligations under this Agreement, it is agreed that the obligations of such party, other than the obligation to make payments when due, so far as they are affected by such *Force Majeure*, shall be suspended during the continuation of any inability so caused but for no longer period; and such cause shall as far as possible be remedied with all reasonable dispatch, provided, however, that no party shall be required against its will to adjust any labor dispute. It is agreed that the party claiming *Force Majeure* shall give notice by telephone as soon as possible, with full particulars of such *Force Majeure* event to be delivered in writing within twenty-four (24) hours after initial notice, telecopied to the other party. Notice of *Force Majeure* must be sent reasonably promptly, without regard to standard business hours to each of the representatives for MEMBER/PURCHASER or IPEA.

## 8. MISCELLANEOUS

- 8.1. This Agreement shall be binding upon and shall inure to the benefit of (and be enforceable by) the respective heirs, representatives, successors, and assigns of MEMBER/PURCHASER and IPEA. This Agreement and its schedules constitute the entire understanding of Member/Purchaser and IPEA with respect to the subject matter hereof and supersede, replace, and cancel any and all previous or similar Agreements between the parties hereto covering the same time periods.
- 8.2. This is expressly made subject to all present and future valid rules, order or regulations of duly constituted governmental authorities having jurisdiction over the subject matter hereof.
- 8.3. The failure by either party hereto to act in the event of default shall not constitute a waiver of the right to so act unless otherwise provided herein.
- 8.4. This Agreement shall be governed by the laws of the State of Illinois and venue for the purpose of resolving all disputes hereunder or related hereto shall be Sangamon County, Illinois.
- 8.5. This Agreement shall constitute the entire agreement between the parties with regard to the subject matter herein. No modifications of the terms and provisions of this Agreement shall be or become effective except by the execution of a supplementary written agreement.
- 8.6. If any action or suit is brought with respect to this Agreement the prevailing party shall be entitled to attorney's fees and costs from the other.

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

ILLINOIS PUBLIC ENERGY AGENCY

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_

VILLAGE OF RANTOUL

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_

SCHEDULE A

ILLINOIS PUBLIC ENERGY AGENCY

MEMBER/PURCHASER: Village of Rantoul, Illinois

- 1. Applicability. These service specifications are applicable to the Natural Gas All-Requirements Sales Agreement dated as of \_\_\_\_\_, 2009 covering the supply and delivery of natural gas by the Illinois Public Energy Agency ("IPEA") to the MEMBER/PURCHASER set forth above.
- 2. Pipeline/Transportation and Storage Contract(s). MEMBER/PURCHASER controls the rights to the transportation capacity between the Receipt Point and its distribution system and storage capacity by virtue of one or more contracts with one or more pipeline companies and/or has arrangements in place to move gas across the distribution system of another natural gas utility with which its system is interconnected as follows:

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

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

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

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

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



- 4. Maximum Daily Quantity ("MDQ"). MEMBER/PURCHASER's MDQ is set from time to time by NICOR. At present, the MDQ is 2,699 Dth/day. MEMBER/PURCHASER shall notify IPEA of any changes to the MDQ by NICOR. The MDQ represents MEMBER/PURCHASER's anticipated maximum daily natural gas use requirements at the time of preparation of this Schedule.

- 5. Forecast by Month. The following reflects the forecasted calendar year annual volumes in Dth/month for MEMBER/PURCHASER:

Jan	42,375	Jul	6,075
Feb	47,375	Aug	6,250
Mar	40,575	Sep	7,100
Apr	32,050	Oct	6,500
May	14,700	Nov	13,400
Jun	7,925	Dec	25,675

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM PAGE OF**

<b>ITEM: Veterans Parkway Fence Installation</b>	<b>DEPARTMENT: Public Works</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: July 24, 2009</b>
<p><b>SUMMARY HIGHLIGHTS:</b></p> <p>This Agenda Item provides for the installation of new fencing along Veterans Parkway at the Public Works facility. The base component of the project provides for the installation of 743' of block fencing that is compatible to the existing fence east of this location and is compliant with the Village's new design standards. The fence will extend from the existing airport fence to the east side of building 728 (located at the southeast corner of Veterans Parkway and Cook) and then extend a short distance to the south. An additive alternate component (260') has been developed to further extend the project to the current southwest entrance of the property.</p> <p>This project will enhance the security of the Village's property, facilities, materials, equipment and personnel.</p> <p>The project is currently being advertised and bids are due to be received and opened on August 10, 2009 at 3:00pm. The bid results and a formal recommendation will be forwarded to the Board for consideration at the August 11, 2009 Board Meeting. The contract provides that the work will be completed by December 15, 2009.</p> <p>This improvement is financed using the bond funds that were not used during the WWTP improvements. A formal reallocation of those bond proceeds occurred during the April Board meeting and requires that they be expended by the end of the 2009 calendar year.</p>	
<p><b>RECOMMENDED ACTION:</b> Authorize the award of a contract for the Veterans Parkway fencing installation to the lowest responsible bidder submitting a responsive bid.</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>	



**RETURN WITH BID**

Route	<u>Veteran's Pkwy Wall</u>
County	<u>Champaign</u>
Local Agency	<u>Village of Rantoul</u>
Section	<u>BF-00002-00-09</u>

**Time and Place of Opening of Bids**

Sealed proposals for the improvement described below will be received at the office of the Comptroller  
333 S. Tanner, Rantoul Illinois 61866  
 until 3:00 o'clock P M., August 10, 2009 Proposals will be opened and read publicly  
(address) (date)  
 at 3:00 o'clock P M., August 10, 2009 at the office of the Purchasing Director  
(date)  
333 S. Tanner, Rantoul Illinois 61866  
(address)

**Description of Work**

Name Veteran's Parkway - Block Wall Length 743 feet ( 0.14 miles)  
 Location Veteran's Parkway  
 Proposed Improvement Installation of security barrier along portion of Veteran's Parkway  
and other work necessary to complete the improvement

**Bidders Instructions**

1. Plans and proposal forms will be available in the office of the Public Works Director  
located at 200 W Grove, Rantoul Illinois 61866
2. If prequalification is required, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One copy shall be filed with the Awarding Authority and 2 copies with the IDOT District Office.
3. All proposals must be accompanied by a proposal guaranty as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
4. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
5. Bidders need not return the entire contract proposal when bids are submitted unless otherwise required. Portions of the proposal that must be returned include the following:
 

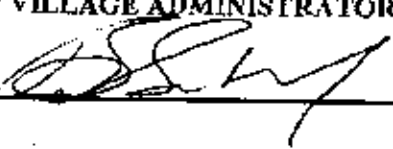
a. BLR 12210 - Contract Cover	d. BLR 12222 - Contract Schedule of Prices
b. BLR 12220 - Notice to Bidders	e. BLR 12223- Signatures
c. BLR 12221 - Contract Proposal	f. BLR 12230 - Proposal Bid Bond (if applicable)
6. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.



**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE \_\_\_\_ OF \_\_\_\_

ITEM: Reallocation of Wastewater and Storm Water Bond Funds	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: \$500,000.00 Wastewater & \$190,000 Storm Water
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: March 26, 2009
<p><b>SUMMARY HIGHLIGHTS:</b></p> <p>The Public Works Staff and the Comptroller recommend the Village Board approve the reallocation of the currently unobligated wastewater bond funds for use on non-wastewater related infrastructure projects. Currently, there is approximately \$475,000.00 of unobligated wastewater bond funds remaining that will not be used in the WWTP improvements. This balance exists due to the actual construction projects exceeding original bond estimates on some of the projects and the cancellation or deferral of other projects, such as the Ludlow Sanitary Sewer Extension.</p> <p>The covenants of the bond require the funds to be expended by the end of the 2009 calendar year. At this time, there are no wastewater related projects that can be completed within this timeframe and within this budget.</p> <p>It is proposed that a reallocation would be used as follows:</p> <ul style="list-style-type: none"> <li>• \$200,000 for the Illinois Drive area street improvement. This area had been previously identified in the proposed 2009-2010 budget as an optional street resurfacing project.</li> <li>• \$225,000 for the construction of block wall / security fence along the Veteran's Parkway Public Works Complex and Store Yard providing the necessary physical security improvement for the electric store yard, materials and equipment which meets the current Village designs standards.</li> <li>• \$75,000 for miscellaneous building demolitions.</li> </ul>	
<p><b>RECOMMENDED ACTION:</b> Approve the reallocation of bond proceeds in order to meet requirements of the bond covenants and authorize staff to begin the process for the recommended projects.</p>	
<p><b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E.</p>	<p><b>VILLAGE ADMINISTRATOR:</b> </p>
<p>AGENDA PAGE NUMBER:</p>	