MAHOMET
ILLINOIS

BOARD OF TRUSTEES
STUDY SESSION
November 10, 2026
6:00 PM
503 E. MAIN STREET
MAHOMET, IL 61853

AGENDA

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **PUBLIC COMMENT:** The Board welcomes your input on any matter not on the agenda during the public comment portion of the meeting. If you wish to participate in the public comment portion of the meeting, you must attend in person at the Village Administration Building, sign the attendance/oath sheet, and state your legal name for the public record. Public comments are accepted for a maximum of 30 minutes at each meeting. There is a five (5) minute time limit for your remarks. The Presiding Officer reserves the right to shorten the five-minute limit for any reason to progress through the agenda, or if there are several individuals wishing to speak. Please be aware that the Public Body is not required to respond to your remarks during their meeting. For any actionable item on the agenda, public comment is accepted but limited for a maximum of 30 minutes per actionable item after a motion to approve is made and seconded.

5. **ORDINANCES, RESOLUTIONS AND OTHER ACTION ITEMS:**

   A. **ADMINISTRATION:**

      1. Discussion – School Impact Fees

      2. Discussion – Review of Ordinance Options Regarding Prohibition of Nondisclosure Agreements

   B. **POLICE:**

      1. A Resolution to Approve a Memorandum of Understanding Regarding the Rantoul Police Department Range by and Between the Village of Mahomet and Its Police Department and The Village of Rantoul and Its Police Department

6. **ADMINISTRATORS REPORT:**

   A. **Departmental Reports:**

      1. Transportation

      2. Water/Wastewater

      3. Engineering

7. MAYOR'S REPORT:

A. November 2026 Board Meeting Calendar

1. November 17, 2026, Study Session 6:00 PM

2. November 24, 2026, Board of Trustees Meeting 6:00 PM

8. NEW BUSINESS:

Discussion of any items that the Trustees may have for new business not listed on the agenda. No formal action will be taken on these items during this proceeding.

9. ADJOURNMENT:

MEMORANDUM

To: Village President and Board of Trustees of the Village of Mahomet

From: Bill Schriver

cc: Village Staff

Date: November 5, 2026

Re: School Impact Fees

This memorandum proposes that the Village adopt a school impact fee on new residential units (both houses and apartments), collected with each residential building permit, in amounts based on a study to be commissioned by Mahomet-Seymour Community Unit School District No. 3 (the "**District**"). It recommends doing so in two steps.

- First, after a public hearing at the Plan and Zoning Commission ("**PZC**"), the Board would adopt the framework (a new Section 154.066 of the subdivision ordinance). The Board and the District would then negotiate an intergovernmental agreement ("**IGA**").
- Second, once the District's study is complete, the Board would decide by separate ordinance, after a second PZC public hearing, whether to adopt fees and in what amounts. No fee would be due until after that second step.

An impact fee addresses the cost of future growth. It does not address the overcrowding the District already has, nor will it end the need for future school referenda. It would make future referenda smaller, however.

Exhibits: (1) The District's Role; (2) Draft School Impact Fee Ordinance

1. Background

Our school district is out of space. New homes bring students right away, but they contribute toward the cost of new classrooms only through their property taxes, which arrive over many years and cover a small share of what those students require. The balance of the cost falls on taxpayers across the District.

The District reports that its junior high school, built in 1961 for 615 students, now serves more than 800, with portable classrooms on site. Lincoln Trail, which serves grades 3 through 5, has 790 students in a building designed for 722.[1] District

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[1] IPM Newsroom, Mahomet-Seymour school district seeks public approval for $84 million construction project (August 2026); News-Gazette, Mahomet-Seymour officials say they can build new junior high without raising tax rate (2026).

enrollment rose from 3,325 in the 2021–22 school year to 3,441 in 2024–25, and was 3,372 in 2025–26.[2]

The Village added 312 dwelling units from 2021 through 2025.[3] The children in those homes attend the same District schools, which have one building for each grade band.

Voters rejected school facilities referenda twice in 2022 and again in 2024.[4] On November 3, voters approved $84 million in bonds for a new junior high, structured to avoid an increase in the District's tax rate.[5] The new junior high will relieve overcrowding in grades 6 through 8 and leave room for some growth at those grade levels. The study would determine how much more capacity new homes would require, taking the new building into account.

2. Authority and our current Code

As a non-home-rule municipality, the Village may impose school impact fees only as state law allows. Section 11-12-5 of the Illinois Municipal Code allows subdivision ordinances to set reasonable requirements for school grounds, and defines "school grounds" for this purpose to include land, site improvements and school buildings that are specifically and uniquely attributable to the development.[6] Public Act 104-0162, effective August 15, 2025, adds that fees may cover the cost of a new school building if the school district certifies the necessity and the costs.[7]

This is not novel. Naperville has required school land-cash contributions since 1972, and many other Illinois communities have followed. Non-home-rule villages including Long Grove, Winfield, Gilberts, Lemont and Coal City charge school contributions on new homes, and Long Grove and Winfield collect them with each

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[2] Illinois State Board of Education, Illinois Report Card, Mahomet-Seymour CUSD 3, Enrollment. Report card years 2022 through 2026 correspond to the 2021–22 through 2025–26 school years. Nearly all of the 2025–26 decline was in kindergarten through grade 2, which fell by 64 students, while enrollment in grades 3 through 12 was essentially unchanged. The District has historically gained students between kindergarten and first grade as families move in, and that gain fell to zero in 2025–26 as home construction slowed. When construction recovers, enrollment in the lower grades likely will as well.

[3] Village of Mahomet building permit data, 2021–2025. This is somewhat below the long-term trend, because construction has slowed with higher interest rates.

[4] News-Gazette, Mahomet-Seymour mulls alternative plans, portable classrooms (November 2024). The 2024 question, for $112.8 million, was the third facilities referendum since 2022.

[5] Results unofficial as of publication. See IPM Newsroom, Will Champaign and Mahomet be able to build new middle schools? Here's what the preliminary results say (November 2026).

[6] 65 ILCS 5/11-12-5. The building language exists because a 2002 appellate decision struck down a village's school building fee when the statute still referred only to land. See Thompson v. Village of Newark, 329 Ill. App. 3d 536 (2d Dist. 2002).

[7] Public Act 104-0162. Before its passage, this Act was House Bill 22.

building permit, as this proposal would.[8] Long Grove's school impact fee chapter, adopted in 2003 and in force since, is the primary base for the draft ordinance in Exhibit 2.

Nothing in our current Code requires new development to contribute toward school sites or buildings. Section 154.002 encourages the provision of school sites but does not require it.

3. Proposed structure

The District would engage a consultant to do the analysis and would be responsible for the numbers. The Board would decide whether to adopt a fee and would collect the fee on behalf of the District.

What the District would do. Commission a study by a qualified consultant estimating how many students new homes of each type and size generate, what it costs to house them, and what credits are owed (for example, for land dedicated or for future property tax payments toward the District's bonds).[9] The Board of Education would accept the study, certify the necessity and cost of any school buildings as Section 11-12-5, as amended by Public Act 104-0162, requires, and ask the Village to adopt a fee schedule. Under the IGA, described below, the District would also stand behind the fee. Exhibit 1 describes the District's role in more detail.

What the Village would do.

1. Hold a PZC public hearing on a new Section 154.066, as Section 154.120 requires for amendments to the subdivision ordinance, and adopt it without fee amounts.
2. Approve the IGA described below, before the District commissions the study.
3. Once the District delivers the study and its certification, hold a second PZC public hearing and adopt a fee schedule by separate ordinance, at or below the amounts the study supports.
4. After the fee schedule takes effect, collect the fee before issuing each residential building permit, and remit it to the District.

The intergovernmental agreement. The IGA's key terms would include the following: The District would commission the study and deliver it by a set date, and either board could end the agreement if the study is late. The District would defend and indemnify the Village against any challenge to the fee, including court-ordered

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[8] City of Naperville § 7-3-5; Long Grove Title 6, Chapter 9 (Ord. 2003-O-24, as amended); Winfield § 11-6-3; Gilberts § 12-10; Lemont § 17.18.040; Coal City § 37-5.

[9] In *Sheetz v. County of El Dorado*, 601 U.S. 267 (2024), the U.S. Supreme Court held that the constitutional limits on conditions attached to development permits apply to fees adopted by legislation. The study is what would show that the fee is proportional to the impact of the development paying it.

refunds with interest and the Village's attorney fees, so long as the fees the Board adopts do not exceed the lower of what the study supports and what the District requests. The District would respond to any objection a builder files and bear the cost of doing so. Village staff would bring a proposed fee schedule to the Board within 90 days after the District delivers the study and its certification, and the Board would remain free to adopt a lower fee or none. The District could spend the fees anywhere in the District on school capital facilities, including repaying bonds issued for them. It would report annually and refund fees not spent within ten years.

Why adopt the framework first. Adopting the framework now would give builders and landowners notice of a potential fee while the District obtains the study and the Village and the District negotiate the IGA. Annexation agreements approved after the framework takes effect would also include the fee.

Why collect at building permit. The fee would vary with the number of bedrooms, because bedroom count is the best predictor of school-age children. That number is not known when a subdivision is platted, but it is known when a builder applies for a permit. The draft ordinance defines a bedroom to include a den, office or loft that could be used for sleeping (*i.e.*, the room is counted for what it is, not what it is called).

Which homes. As drafted, the fee would apply to new homes and apartments in subdivisions platted after a fee schedule takes effect, and to subdivisions covered by annexation agreements approved after the framework takes effect. It would not apply to vacant lots in existing subdivisions.[10]

What does not change. The Village keeps sole control over whether to adopt a fee and how much. The District cannot change a fee without a Board ordinance. The fee would apply only to new dwelling units, and never to commercial or industrial development. Age-restricted housing, such as the senior housing at Tin Cup Village that the Board approved in June 2026 (Resolution 26-06-04), would be exempt, as would additions to existing homes.

4. Benefits

The central benefit is fairness. New development would pay its proportionate share of the school capacity it requires.

Works with the new bonds. The study would credit owners of new homes for the property taxes they will pay toward the new junior high bonds, so they are not charged twice. The fees would then help repay borrowing for the next capacity need, reducing the share that falls on the levy.

Scale. For comparison, under Mundelein's development agreement for Ivanhoe Village, the developer pays the two school districts $7,352 for each three-bedroom

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[10] Fee revenue would therefore lag adoption, because lots already platted when the initial fee schedule takes effect would be built out first. That lag would exist whenever a fee schedule is adopted, and it is a reason to adopt the framework, negotiate the IGA and complete the study sooner rather than later.

single-family home and $12,708 for each four-bedroom single-family home.[11] Fees at those amounts on about 62 new units a year[12] would produce roughly $0.5 million to $0.8 million a year, enough to repay roughly $6.5 million to $11 million of 25-year bonds at 5%. Because a fee may now include building costs, a study may well support more than the Mundelein amounts (how much more is for the study to determine). These numbers are illustrations, not projections.

5. What the fee will not do

The fee is a tool for future growth, and its limits should be clear from the start.

It does not address past growth. A fee may be charged only for the capacity that new homes require, in proportion to the students they generate. The District's current shortage is the product of growth that has already occurred. Charging future homes for it would be unfair, and the proportionality the law requires would not allow it.

It will not replace referenda. The District will still need voter approval to borrow for future buildings. What the fee changes is the size of the request. Because fee revenue can repay bonds, the share of a future building attributable to new growth would be paid by that growth rather than by the levy on all property. Future referenda would be smaller than they otherwise would be, but they would still be needed. Nothing in this proposal should be read as a reason to vote against a future school referendum.

It does not settle density questions. A fee would fully offset a development's effect on the schools only if it recovered the full cost the study supports. After Public Act 104-0162, that cost may be large, and the Board may adopt something less. The difference is cost that remains with existing taxpayers. Even a fee adopted at the full amount would fall behind over time, because the schedule stays fixed until amended while construction costs rise. Paying the fee therefore should not be treated as answering the PZC's school-impact finding, or as a reason to grant additional density.[13] The fee applies the same way whether the Board approves a rezoning or denies it.

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[11] Village of Mundelein, Mundelein Insider, Message from the Mayor. The amounts are the sums of the payments to Fremont School District 79 and Mundelein High School District 120 ($4,000 + $3,352 and $6,150 + $6,558), negotiated in a development agreement, not set by ordinance. The districts had sought substantially more; see Daily Herald, Legislation prompted by Mundelein impact fee fight awaits Gov. Pritzker's signature (July 11, 2025).

[12] 312 units over the five years 2021 through 2025 is about 62 units a year.

[13] Timing is a second reason. Students arrive when a home is occupied, but new school space arrives only after the District has accumulated fees, borrowed and built, which takes years even when fees are used to repay bonds issued in advance. In a district where six grade levels, in the junior high and Lincoln Trail Elementary, are already over capacity, students from homes approved today would attend crowded buildings in the meantime, whatever fee was paid. See note 1.

6. Why now

Residents may ask why the Village has not adopted a school impact fee before now. The short answer is that, until recently, a fee within the Village's clear authority to do so would have raised very little.

For most of that time, a non-home-rule village could charge new development only for the cost of school land. In 2002 an appellate court struck down a village's fee for school buildings because the statute then referred only to land.[14] The General Assembly responded in 2003, but practitioners read that change as allowing fees measured by land to be *spent* on buildings, not as allowing the fee itself to be measured by building costs.[15]

The question came to a head in 2025 in Mundelein, where the school districts serving a large new development sought far more than the developer had agreed to pay, and the Village took the position that state law did not allow it to require developers to pay school construction costs.[16] The General Assembly settled the question in Public Act 104-0162, which allows a fee to include the cost of a new school building that the school district certifies as necessary.[17]

A fee limited to land would not have been worth much here. Land is a small part of the cost of a school, and the District already owns sites, including the 38 acres on South Mahomet Road where the new junior high will be built.[18] The cost of a school is in the building, and only recently has it been made clear that a fee may capture that cost.

7. Conclusion

The District cannot adopt an impact fee on its own, and the Village cannot justify one without the District's study. The proposal works only if both boards take it up together. With the junior high funded, the remaining question is the growth still to come, and that conversation should start now. Accordingly, I ask the Board to direct staff and the Village Attorney to evaluate this proposed framework, and to

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[14] See note 6.

[15] Richard G. Flood and Ruth A. Schlossberg, Impact Fees for Non-Home Rule Municipalities (Zukowski, Rogers, Flood & McArdle, June 2009).

[16] Village of Mundelein, Important Message Updates (2025): "State law and legal precedent prohibit the Village of Mundelein from requiring impact fees to cover construction costs or operational expenses." See also Daily Herald, Legislation prompted by Mundelein impact fee fight awaits Gov. Pritzker's signature (July 11, 2025). Fremont School District 79 and Mundelein High School District 120 sought about $90 million and $22 million for a development of about 3,600 homes; the agreement provides about $6.6 million and $4.3 million.

[17] See note 7.

[18] See note 1; Mahomet-Seymour CUSD 3, Referendum FAQ (38 acres south of the South Mahomet Road extension).

authorize the Village President to invite the Board of Education to discuss a jointly developed school impact fee process.

Exhibit 1 – The District's Role

This exhibit to the memorandum on school impact fees describes what Mahomet-Seymour Community Unit School District No. 3 (the "**District**") would do under the proposal. In short, the District would approve an intergovernmental agreement ("**IGA**"), commission a study and certify its results. The Village would adopt the fee, collect it with each residential building permit and send it to the District.

1. What the District would do

The District would own the analysis. The fee would be based on a study, and state law requires the District to certify any building costs.

1. **Negotiate and approve an IGA.** Before the study exists, the District would agree to the terms described in the memorandum, chiefly a date for delivering the study, how fees are remitted, spent, reported and refunded, and that the District defends and indemnifies the Village if the fee is challenged and responds to any objection a builder files.
2. **Commission a study.** The district would retain a qualified consultant to prepare a study covering:
   - students generated per new dwelling unit, by unit type (detached, attached, multiple-family) and number of bedrooms, based on published multipliers or District enrollment from recently built homes;
   - capacity of each District building and the cost per added student of land, site improvements and buildings;
   - credits for land dedicated by developers and for future property tax payments toward the District's bonds;
   - a recommended fee schedule, split into a site component and a building component; and
   - a written methodology report the Village Board can adopt as the basis for the fee.
3. **Certify the results.** The Board of Education would adopt a resolution accepting the study and certifying the necessity and cost of any new school building in the building component, as Section 11-12-5, as amended by Public Act 104-0162, requires.[19] The certification could describe the building by grade level, capacity and approximate year needed (for example, elementary capacity for about 600 students by the early 2030s) rather than by site or final design, and is not intended to commit the District to a particular project or referendum. The resolution would also ask the Village to adopt a fee schedule, and may request amounts lower than the study supports. The District would bear the risk of defending the fee, so it should decide how much of the study's figure it is prepared to stand behind.

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[19] 65 ILCS 5/11-12-5, as amended by Public Act 104-0162 (effective August 15, 2025).

4. **Keep it current.** The District would hold fees in a restricted capital account, report annually, refund fees not spent within ten years, and update the study at least every five years.

2. What the District gets and what it takes on

The District would gain a capital revenue stream tied to growth, in exchange for paying for the study and standing behind it.

The District gets	The District takes on
Fees from each new home in newly platted subdivisions the Village approves, for land, site improvements and buildings	The cost of the study and its periodic updates
	Responsibility for certifying building costs
Revenue that can repay bonds for growth-related capacity, reducing the amount future referenda must request	Defense and indemnity of the Village if the fee is challenged, including refunds, so long as the Village Board adopts fees no higher than the lower of what the study supports and what the District requests
	Annual reporting and refunds of unspent fees

Two limits apply. The fees may be spent only on capital facilities, including bond payments, not on operating costs or maintenance. And the Village Board would decide the amount, which may be less than the District requests but not more.

The fee would apply to subdivisions the Village approves, including those within one and a half miles of the Village limits, where the Village's subdivision ordinance applies. The rest of the District lies in unincorporated territory under County jurisdiction, or within the City of Champaign or its planning jurisdiction. The District could ask the County and the City for similar arrangements, and the same study could support them.

3. The study

The study has two parts, a demographic part (how many students new homes generate) and a fee part (what those students cost, net of credits). The District could hire a school demographer and an impact fee specialist, or one firm for both. Its existing financial advisor and bond counsel would supply the debt schedules and assessed value projections that the tax credit requires. The choice of firm is the District's.

Many Illinois ordinances use the student generation tables published by the Illinois School Consulting Service.[20] They are the conventional fallback. A study built on the

[20] See note 15.

District’s own enrollment, matched to the addresses of recently built homes, would be more accurate.

Exhibit 2 – Draft School Impact Fee Ordinance

DISCUSSION DRAFT – SUBJECT TO REVIEW BY COUNSEL. Prepared by Trustee Bill Schriver for discussion with Village staff, the Village Attorney and Mahomet-Seymour Community Unit School District No. 3. Bracketed items are open. This version adopts the framework only. Fees would be set by a separate ordinance, after a public hearing, once the District's study is complete.

ORDINANCE NO. [_____]

AN ORDINANCE AMENDING CHAPTER 154 (SUBDIVISIONS) OF THE CODE OF ORDINANCES OF THE VILLAGE OF MAHOMET, CHAMPAIGN COUNTY, ILLINOIS, TO ESTABLISH A FRAMEWORK FOR SCHOOL IMPACT FEES

Recitals

WHEREAS, the Village of Mahomet (the "Village") is a non-home-rule municipality organized under the Illinois Municipal Code; and

WHEREAS, Section 11-12-5 of the Illinois Municipal Code (65 ILCS 5/11-12-5) authorizes the Village to adopt ordinances establishing reasonable requirements for school grounds in connection with the subdivision and development of land, and defines "school grounds," for purposes of developer donations and impact fees, to include land and site improvements, including school buildings and other infrastructure, necessitated by and specifically and uniquely attributable to the development or subdivision in question; and

WHEREAS, Public Act 104-0162, effective August 15, 2025, further provides that such donations and impact fees may include amounts to pay for the cost of constructing a new school building if the necessity of the new school building is specifically and uniquely attributed to the development or subdivision and the affected school district certifies the necessity and costs; and

WHEREAS, Mahomet-Seymour Community Unit School District No. 3 (the "District") serves all of the Village, and new residential development within the Village generates additional students who require school sites, site improvements and school buildings; and

WHEREAS, the District is expected, under the Intergovernmental Agreement described below, to commission a study (the "Study") estimating the number of students generated by new dwelling units of each type and size and the proportionate cost of the school capital facilities needed to serve them, net of credits for future property tax payments toward the District's bonded debt; and

WHEREAS, the Board of Trustees intends to consider a schedule of school impact fees, by separate ordinance following a public hearing before the Plan and Zoning Commission, after the District delivers the Study and, as to any school building, certifies its necessity and cost pursuant to 65 ILCS 5/11-12-5; and

WHEREAS, the Village and the District intend to enter into an Intergovernmental Agreement pursuant to Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) governing the Study and the collection, remittance, use, reporting and defense of school impact fees; and

WHEREAS, the Plan and Zoning Commission held a public hearing on [date], after notice published as required by Section 154.120 of the Village Code, and has recommended adoption of this Ordinance; and

WHEREAS, the Board of Trustees finds that establishing the framework for school impact fees now gives notice to landowners and builders before land is subdivided and annexation agreements are approved, that fees adopted under this framework will be reasonably related, and roughly proportional, to the need for school capital facilities created by new residential development, and that this Ordinance is in the best interests of the Village and its residents;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Mahomet, Champaign County, Illinois, as follows:

Section 1. New Section 154.066

Chapter 154 of the Code of Ordinances of the Village of Mahomet is amended by adding the following new Section 154.066.[21]

§ 154.066 SCHOOL IMPACT FEES.

(A) Findings and purpose.

1. New residential developments cause and impose increased and excessive demands upon public school facilities that are specifically and uniquely attributable to those new residential developments.
2. Planning projections indicate that new residential development shall continue and shall place ever increasing demands on the District to provide necessary school facilities.
3. To the extent that new residential developments place demands upon school facilities that are specifically and uniquely attributable to such developments, those demands should be satisfied by requiring that the new residential developments creating the demands pay the cost of meeting the demands.
4. The amount of the school impact fees to be required of new residential developments shall reflect the proportionate share of the cost of the additional school facilities needed to support such developments and shall be calculated to ensure that new residential developments pay only that portion of the costs of acquiring needed lands and, to the extent permitted by law,

[21] Section 154.066 is drafted with reference to the school impact fee chapter of the Long Grove Village Code (Title 6, Chapter 9; Ord. 2003-O-24, as amended), as well as the Naperville Municipal Code (§ 7-3-5), the Gilberts Unified Development Ordinance (§ 12-10), Village of Newark Ordinance 2007-5-1 and the Coal City Village Code (§ 37-5).

the needed school buildings and other facilities specifically and uniquely attributable to the new residential developments.

5. This section is adopted pursuant to 65 ILCS 5/11-12-5, as amended by Public Act 104-0162.

(B) Applicability.

1. This section requires payment of school impact fees, payable no later than the time of issuance of a building permit, in an amount equal to the proportionate share of the cost of the school facilities required to serve residential development. The fees shall be uniformly applicable to all residential development, as defined herein.
2. This section applies to residential development on lots within a subdivision, resubdivision or planned unit development for which a final plat is approved on or after the effective date of the first Fee Schedule adopted under division (I).
3. Each final plat approved on or after the effective date of the first Fee Schedule adopted under division (I) shall bear a note stating that school impact fees under this section are due before issuance of a building permit for each dwelling unit, in order to provide notice to future property owners and to facilitate accurate collection.

(C) Definitions. For purposes of this section:

Bedroom. Any room, regardless of its designation by the owner or permit applicant, which is suitable to be used regularly as a room for sleeping including, but not limited to, dens, studies, bonus rooms, libraries, television rooms, sewing rooms and similar rooms (all of which are referred to as "extra rooms"), whether finished or unfinished, located on the bedroom level of a multi-story residence. Extra rooms located on the non-bedroom level of a multi-story residence will be considered bedrooms if there is a bath on that level containing a shower or tub. Extra rooms in a single-story residence will always be considered bedrooms.

Building component. The portion of a school impact fee attributable to school buildings and other infrastructure, other than land and site improvements, for which the District has made the certification required by division (H)(3).

Development. Any of the following activities occurring, or receiving required final approvals, on or after the effective date of this section: any subdivision or resubdivision of land; any planned unit development or modification of an existing planned unit development; or any construction or placement of a building that requires the issuance of a building permit.

District. Mahomet-Seymour Community Unit School District No. 3.

Dwelling unit. Shall have the meaning ascribed to it in Chapter 152.

Fee Schedule. The schedule of school impact fees adopted by ordinance under division (I).

Intergovernmental agreement. An agreement between the Village and the District that affirms the District's acknowledgment that this section shall control the collection and distribution of school impact fees, and that creates the responsibility of the District to indemnify the Village in connection with its administration of this section.

Proportionate share. The cost of school facilities specifically and uniquely attributable to a development, after consideration of the generation of additional demand from the development, and any appropriate credits for contribution of money, dedication of land, or taxes dedicated for such projects.

Residential development. Any development that (1) is used, or is designed or intended to be used, entirely or in part, for residential purposes, and (2) contemplates or results in a net increase in the number of dwelling units over that which previously existed on the property on which the development is, or is to be, located.

School facilities. School grounds as defined in 65 ILCS 5/11-12-5, including land for school sites, site improvements, school buildings and other infrastructure, including technological infrastructure, and prefabricated classroom units to be used at a school site.

Site component. The portion of a school impact fee attributable to land for school sites and site improvements other than buildings.

Study. The study most recently filed by the District under division (H).

(D) General procedures.

1. *Calculation.* The Village Administrator shall calculate the school impact fee due for each dwelling unit in accordance with the Fee Schedule, based on residence type and the number of bedrooms identified in the building permit application, and shall present the calculation in writing to the applicant and to the District.
2. *Objections.* An applicant may challenge the calculation or imposition of a school impact fee by filing a written objection with the Village Clerk within ten days after receipt of the calculation. The objection shall set forth with particularity the basis for the challenge and shall be accompanied by any evidence supporting it. An applicant objecting to the student generation rates in the Fee Schedule shall submit, at its own cost, a demographic study showing the estimated number of students to be generated, including a detailed explanation of the methodology used. The District shall respond in writing within 21 days after receiving the objection and shall bear the cost of responding, as provided in the intergovernmental agreement. The final determination shall be made by the Board of Trustees, in its sole discretion, based upon the information submitted by the applicant and from other sources available to it or submitted by the District.
3. *Collection.* School impact fees shall be paid to the Village before issuance of a building permit for each dwelling unit. If construction results in more bedrooms than shown in the building permit application, no certificate of

occupancy shall be issued until the difference between the fee paid and the fee due has been paid.

4. *Accounts.* The Village Treasurer shall deposit school impact fees in a separate account, shall use them solely in accordance with this section, and shall keep records showing the source and disbursement of all monies received.
5. *Disbursement.* No school impact fees shall be disbursed to the District until an intergovernmental agreement has been executed. Fees shall be remitted as provided in the intergovernmental agreement.

(E) Use of school impact fees. School impact fees paid pursuant to this section shall be restricted to use solely and exclusively for paying the cost of school facilities, whether payment is made directly therefor, or as a pledge against bonds, revenue certificates, or other obligations of indebtedness. School impact fees shall not be used for operating costs or maintenance.

(F) Effect on zoning and subdivision regulations. This section shall not affect, in any manner, the permissible use of property, density of development, design, and improvement standards and requirements, or any other aspect of the development of land or provision of public improvements subject to the zoning and subdivision regulations or other applicable regulations of the Village, which shall be operative and remain in full force and effect without limitation with respect to all such development.

(G) Additional and supplemental requirement. School impact fees are additional and supplemental to, and not in substitution of, any other requirements imposed by the Village on the development of land or the issuance of building permits. In no event shall a property owner be obligated to pay for school facilities in an amount in excess of the amount calculated pursuant to this section.

(H) Study and certification.

1. The District shall periodically prepare a study to assess the need for additional school facilities, and shall file its most recent study with the Village Clerk.
2. The study shall contain: (a) an inventory of the existing lands and buildings used by the District, with the capacity of and number of students enrolled in each school building; (b) a projection of the residential development expected during the succeeding ten-year period; (c) the number of students generated per dwelling unit, by type of dwelling unit and number of bedrooms; (d) the lands, building area and temporary classrooms necessary to accommodate the projected development, and the estimated cost of each, stated in dollars of the year in which each is expected to be needed; (e) the anticipated funding sources, and the credits due for taxes dedicated to such school facilities; and (f) a recommended Fee Schedule stating the site component and the building component separately.
3. No Fee Schedule shall include a building component unless the District, by resolution of its Board of Education, has certified the necessity and costs of the new school building or other infrastructure to which the building component relates.

4. The District shall update the study at least every [five] years.

(I) Fee Schedule.

1. The amount of the school impact fee for each dwelling unit shall be set by a Fee Schedule adopted by the Board of Trustees by ordinance, based on the Study, stating separately the site component and the building component for each type of dwelling unit and number of bedrooms. The Board of Trustees may adopt fees lower than those supported by the Study. The Fee Schedule, and any amendment to it, shall be adopted only after a public hearing before the Plan and Zoning Commission and its recommendation, with notice as provided in Section 154.120.
2. The Fee Schedule in effect at the time of issuance of the building permit applies to the dwelling unit.
3. Until the Board of Trustees adopts a Fee Schedule, no school impact fee is due. A Fee Schedule shall not take effect until at least [90] days after its adoption.

(J) Exemptions.

1. The school impact fee shall be waived as to dwelling units in an age-restricted development, as defined in accordance with the federal Fair Housing Act, provided that the age restriction is set forth in a recorded covenant, or in a condition of a Village zoning approval, enforceable by the Village. If the development ceases to be age-restricted, the school impact fee shall be due for each dwelling unit under the Fee Schedule then in effect.
2. The school impact fee shall be waived as to assisted living establishments, as defined by the Illinois Department of Public Health.

(K) Credits.

1. Land dedicated to and accepted by the District for a school site in connection with a development shall be credited against the site component at its fair market value, as determined under the intergovernmental agreement. The credit shall be divided equally among the dwelling units shown on the final plat and applied against the site component due for each dwelling unit, but shall not reduce the site component for any dwelling unit below zero.
2. Where a residential development involves a net reduction in the number of dwelling units on property for which school impact fees were previously paid, the developer may request a credit in proportion to that reduction, but no credit shall reduce the fee due to less than zero.
3. A school contribution previously paid for the same dwelling unit under an annexation or development agreement shall be credited against the fee.

(L) Refunds. If any portion of a school impact fee is not expended for the purposes set forth herein within ten years from the date of receipt, it shall be refunded, together with accrued interest, to the person who is the owner of record of the property for which it was paid on the day the refund is made. The District shall be responsible for any refund as provided in the intergovernmental agreement.

(M) Intergovernmental agreement and indemnification. The Village shall not collect school impact fees unless an intergovernmental agreement is in force. The intergovernmental agreement shall provide, on such conditions as it may state, that the District shall defend, indemnify, and hold the Village harmless for any claims, suits, demands, judgments, or liability of any kind (except those arising out of independent negligent acts or omissions or willful misconduct by the Village) arising out of or in any way related to any school impact fee or the use thereof, and from any challenge based on the provisions of this section, and that the District shall be responsible for any refunds to be made as a result of non-use of funds, any court ruling, or for any other reason.

(N) Annexation and development agreements. The school impact fees required by this section shall also be required as a condition of the annexation of land to the Village, and shall be incorporated in any annexation or pre-annexation agreement approved after the effective date of this section, unless the Board of Trustees expressly provides otherwise. Any such agreement shall provide that the school impact fee for each dwelling unit is determined under the Fee Schedule in effect at the time of issuance of the building permit, notwithstanding any provision of the agreement fixing the ordinances of the Village as of the date of the agreement. Where an annexation or development agreement in effect on the effective date of this section addresses school contributions for a lot, that agreement controls.

Sections 2–4

Section 2. Fee Schedule to be adopted separately. This Ordinance does not adopt a Fee Schedule, and no school impact fee is due under Section 154.066 until one is adopted. The Board of Trustees will consider a Fee Schedule by separate ordinance, after a public hearing before the Plan and Zoning Commission, once the District delivers the Study and, as to any building component, its certification under 65 ILCS 5/11-12-5. Exhibit A shows the expected form of the Fee Schedule and is not adopted.

Section 3. Severability; repealer. If any provision of this Ordinance is held invalid, the remaining provisions shall remain in effect. If the building component of the Fee Schedule is held invalid, the site component shall remain in effect. All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict.

Section 4. Effective date. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law. Under Section 154.066(I)(3) and (M), no school impact fee shall be collected until a Fee Schedule has been adopted and has taken effect and an intergovernmental agreement is in force.

PASSED: [date]

AYES: ___ NAYS: ___ ABSENT: ___

APPROVED: _____, Village President

ATTEST: _____, Village Clerk

Exhibit A – Sample Form of Fee Schedule (Not Adopted)

This exhibit is not adopted by this Ordinance. It shows the sample form a Fee Schedule would take when adopted by separate ordinance. Amounts would be per dwelling unit and would come from the Study. The Board may adopt lower amounts.

Dwelling unit type	Bedrooms	Site component ($)	Building component ($)	Total Fee ($)
Detached single-family	2 or fewer	[ ]	[ ]	[ ]
Detached single-family	3	[ ]	[ ]	[ ]
Detached single-family	4	[ ]	[ ]	[ ]
Detached single-family	5 or more	[ ]	[ ]	[ ]
Attached single-family (duplex, townhouse)	2 or fewer	[ ]	[ ]	[ ]
Attached single-family (duplex, townhouse)	3	[ ]	[ ]	[ ]
Attached single-family (duplex, townhouse)	4 or more	[ ]	[ ]	[ ]
Multiple-family (apartment, condominium)	Efficiency or 1	[ ]	[ ]	[ ]
Multiple-family (apartment, condominium)	2	[ ]	[ ]	[ ]
Multiple-family (apartment, condominium)	3 or more	[ ]	[ ]	[ ]

Study: [consultant], [title], dated [date]. District certification: Resolution No. [_____], adopted [date].

MAHOMET
ILLINOIS

MEMORANDUM TO THE BOARD OF TRUSTEES

ITEM: Discussion Regarding a Prohibition of Non-Disclosure Agreement	**DEPARTMENT:** Administration
AGENDA SECTION: Administration	**AMOUNT:** N/A
ATTACHMENTS: (X) ORDINANCE ( ) RESOLUTION ( ) OTHER SUPPORTING DOCUMENTS	**DATE:** November 10, 2026

INTRODUCTION:
Staff along with legal support and community input are presenting three options for board consideration and feedback as we work to develop a policy or prohibition related to non-disclosure agreements. If the board chooses to move forward, staff seek directions for possible placement on November 24, 2026, board agenda for final action.

BACKGROUND:
The issue of non-disclosure agreements became front and center in community concerns over data center interest in unincorporated Champaign near Mahomet. Village staff members signed a non-disclosure agreement with Clean Cloud Energy, a potential developer of a project. This is the only NDA staff has been asked to sign in our tenure with the village.

"Nondisclosure Agreement" means an agreement or contract that includes a provision or clause that treats information as confidential, commercial, or financial information that may not be disclosed to any party, person, or entity, except as provided or required by law.

"Data Center" means a facility: (1) whose primary services are the storage, management, and processing of digital data; and (2) that is used to house (i) computer and network systems, including associated components such as servers, network equipment and appliances, telecommunications, and data storage systems, (ii) systems for monitoring and managing infrastructure performance, (iii) Internet-related equipment and services, (iv) data communications connections, (v) environmental controls, (vi) fire protection systems, and (vii) security systems and services.

Legal council wanted to provide clarification regarding who is covered by an NDA that staff signed. The NDA covers both staff and officials, however only specific to, and only if they were provided with specific information that falls under exceptions in the FOIA transparency laws in Section 7(1)(g).

Section 7(1)(g) of FOIA exempts certain records from disclosure that contain:

1. a trade secret, commercial, or financial information,

2. that was obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are either (a) proprietary, (b) privileged, or (c) confidential, and
3. that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business.

Ours was not a blanket confidentiality clause that protected disclosure, those types of NDA are expressly forbidden in Illinois, which is why our legal counsel edited the original NDA presented to us to make it perfectly clear that FOIA laws prevail and there is no blanket confidentiality. It must meet a very strict standard the state sets, which is why in our release of information very little detail was cited as exempt under the law. The project itself or the existence of an interested developer is not protected or covered.

We are presenting three versions. The first two are simple and to the point, the third is a more detailed and complex option.

The first option prohibits non-disclosure agreements for only data center projects, which is what most of the current state legislation/bills are only dealing with. It should be noted that it is extremely unlikely NDAs will be outright prohibited by statewide legislation because they are an important tool used in major development projects statewide, where there needs to be some elements covered by NDA to protect those exceptions mentioned below that are expressly provided by Illinois transparency laws which are some of the strictest in the nation related to FOIA. FOIA laws in Illinois only grant the three exceptions as noted above in Section 7(1)(g) of FOIA that and NDA covers in Illinois, all other information including the existence of the project and majority of details are not covered by NDAs in Illinois.

The second option would prohibit all development projects and really everything except where required by law or with respect to confidentiality clauses which are part of legal settlement agreements to resolve threatened, imminent, or pending litigation matters. Potential issues with this option are that NDAs are common for both private and public-sector economic development projects, although more common for public on larger scale or mega projects, even before data centers. There are risks with outright prohibition that could turn away potential development projects in our community. However, critics certainly use them as an example of no transparency or covering up potential discussions over incentives which staff and legal council would not be covered under and NDA in Illinois anyway because they would be public provided financial incentives. As noted, Illinois has some of the strictest public transparency laws in the nation and even our state carves out some exceptions and do so for a reason, which partly is that we do not lose competitive projects to neighboring states because there are legitimate trade secrets and financial information companies need protected.

The final option is still more of a work in progress and was provided by a concerned resident who drafted the ordinance. This option goes into much more comprehensive details and tries to carve out some scenarios where confidentiality agreements related to economic development projects would be allowed. It goes into much more detail and not just outright prohibiting them. This option is certainly part of your consideration and if the board provides direction, staff and legal counsel can refine it more.

DISCUSSION OF ALTERNATIVES:
There are likely three alternative directions the board can go.
Option 1 – Prohibit NDA for data centers only.
Option 2 – Prohibit NDA for everything with exception of legal settlement, ect.
Option 3 – A more comprehensive ordinance that provides a pathway for some confidentiality agreements related to development projects, but the ordinance needs refined.

PRIOR BOARD ACTION:
Trustee Colravy requested the board look at developing a policy or prohibition on NDA use by village staff, elected officials, and other appointment officials. Staff in conjunction with legal counsel developed these options for discussion.

COMMUNITY INPUT:
Community members have expressed concerns and disappointment to learn village staff had signed NDAs.

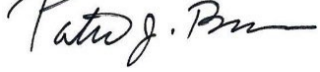
BUDGET IMPACT:
N/A.

However, it should be noted that an outright prohibition may affect future development interest, depending on the scale of project, if they do not have some strict protections available, as allowed by Illinois law, such as legitimate trade secrets, financial information, competitive harm.

STAFF IMPACT:
N/A. Staff supports action on any form of prohibition of NDA.

SUMMARY:

RECOMMENDED ACTION:
For now, staff are asking for directions from the board for possible placement and action on a final version to be presented on November 24, 2026, board of trustees meeting.

DEPARTMENT HEAD APPROVAL:	**VILLAGE ADMINISTRATOR:** 

PAMPHLET PUBLICATION

ORDINANCE NO. 26-11-

AN ORDINANCE PROHIBITING EXECUTION OF NONDISCLOSURE AGREEMENTS RELATED TO DATA CENTERS

PRESENTED: _____

PASSED: _____

APPROVED: _____

RECORDED: _____

PUBLISHED: _____

Voting "Aye" _____

Voting "Nay" _____

The undersigned being the duly qualified and acting Village Clerk of the Village of Mahomet does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

_____
Village Clerk

(Seal) Dated:_____

DRAFT

ORDINANCE NO. 26-11-

AN ORDINANCE PROHIBITING EXECUTION OF NONDISCLOSURE AGREEMENTS RELATED TO DATA CENTERS

Adopted by the
President and Board of Trustees
Of
The Village of Mahomet
Champaign County, Illinois

This 24th day November 2026

WHEREAS, the Village of Mahomet ("Village"), Champaign County, Illinois is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, the corporate authorities of the Village deem it advisable and in the best interest of the health, safety, and welfare of the residents of the Village to prohibit the execution of Nondisclosure agreements related to data centers.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Mahomet, Champaign County, Illinois, as follows:

Section 1. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. For purposes of this ordinance, the following definitions apply:

"Data Center" means a facility: (1) whose primary services are the storage, management, and processing of digital data; and (2) that is used to house (i) computer and network systems, including associated components such as servers, network equipment and appliances, telecommunications, and data storage systems, (ii) systems for monitoring and managing infrastructure performance, (iii) Internet-related equipment and services, (iv) data communications connections, (v) environmental controls, (vi) fire protection systems, and (vii) security systems and services.

"Nondisclosure Agreement" means an agreement or contract that includes a provision or clause that treats information as confidential, commercial, or financial information that may not be disclosed to any party, person, or entity, except as provided or required by law.

Section 3. Prohibition on nondisclosure agreements. Notwithstanding any provision of law to the contrary, Village officials or staff shall not enter into a

Nondisclosure Agreement regarding the siting, planning, construction, or operation of a Data Center.

Section 4. Invalidity. Should any section or provision of this Ordinance be declared to be invalid, that decision shall not affect the validity of this Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 5. Effective Date. The provisions of this Ordinance shall become effective immediately following its passage, approval and publication as required by law.

Section 6. Conflict. All other ordinances or parts of ordinances which are in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded.

Section 7. Publication. The Village Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form immediately after passage.

Upon motion by Trustee _____, seconded by Trustee _____, passed by the President and Board of Trustees of the Village of Mahomet, Illinois this 24th day of November 2026, by roll call vote, as follows:

Voting “aye” (names): _____

_____

Voting “nay” (names): _____

Abstained (names): _____

PASSED and APPROVED this 24th day of November 2026.

_____
Jason S. Tompkins
Village President

(SEAL)

Attest:

_____
Village Clerk

DRAFT

STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN) SS
VILLAGE OF MAHOMET)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly selected, qualified and acting Village Clerk of the Village of Mahomet, Champaign County, Illinois (the "**Municipality**"), and as such official I am the keeper of the records and files of the Municipality and of the President and Board of Trustees (the "**Corporate Authorities**").

I do further certify that the foregoing constitutes a full, true, and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on November 24, 2026, insofar as same relates to the adoption of **Ordinance No. 26-11-** entitled:

AN ORDINANCE PROHIBITING EXECUTION OF NONDISCLOSURE AGREEMENTS RELATED TO DATA CENTERS

a true, correct, and complete copy of which ordinance (the "**Ordinance**") as adopted at such meeting appears in the proceedings of the minutes of such meeting and is hereto attached. The Ordinance was adopted and approved by the vote and on the date therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such Ordinance were taken openly, that the adoption of such Ordinance was duly moved and seconded, that the vote on the adoption of such Ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the agenda for the meeting was duly posted continuously on the Municipality's website and at the Village Hall at least 48 hours prior to the meeting; that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meeting laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and such Code and their procedural rules in the adoption of such Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Mahomet, Champaign County, Illinois, the _____ day of _____ 2026.

(SEAL)

_____
Dawn Mohr, Village Clerk

DRAFT

PAMPHLET PUBLICATION

ORDINANCE NO. 26-11-

AN ORDINANCE PROHIBITING EXECUTION OF NONDISCLOSURE AGREEMENTS

PRESENTED: _____

PASSED: _____

APPROVED: _____

RECORDED: _____

PUBLISHED: _____

Voting "Aye" _____

Voting "Nay" _____

The undersigned being the duly qualified and acting Village Clerk of the Village of Mahomet does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

_____
Village Clerk

(Seal) Dated:_____

DRAFT

ORDINANCE NO. 26-11-

AN ORDINANCE PROHIBITING EXECUTION OF NONDISCLOSURE AGREEMENTS

Adopted by the
President and Board of Trustees
Of
The Village of Mahomet
Champaign County, Illinois

This 24th day November 2026

WHEREAS, the Village of Mahomet ("Village"), Champaign County, Illinois is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, the corporate authorities of the Village deem it advisable and in the best interest of the health, safety, and welfare of the residents of the Village to prohibit the execution of Nondisclosure agreements.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Mahomet, Champaign County, Illinois, as follows:

Section 1. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. For purposes of this ordinance, the following definitions apply:

"Nondisclosure Agreement" means an agreement or contract that includes a provision or clause that treats information as confidential, commercial, or financial information that may not be disclosed to any party, person, or entity, except as provided or required by law.

Section 3. Prohibition on nondisclosure agreements. Notwithstanding any provision of law to the contrary, Village officials or staff shall not enter into a Nondisclosure Agreement except where required by law or with respect to confidentiality clauses which are part of legal settlement agreements to resolve threatened, imminent, or pending litigation matters.

Section 4. Invalidity. Should any section or provision of this Ordinance be declared to be invalid, that decision shall not affect the validity of this Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 5. Effective Date. The provisions of this Ordinance shall become effective immediately following its passage, approval and publication as required by law.

DRAFT

Section 6. Conflict. All other ordinances or parts of ordinances which are in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded.

Section 7. Publication. The Village Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form immediately after passage.

Upon motion by Trustee _____, seconded by Trustee _____, passed by the President and Board of Trustees of the Village of Mahomet, Illinois this 24th day of November 2026, by roll call vote, as follows:

Voting "aye" (names): _____

_____

Voting "nay" (names): _____

Abstained (names): _____

PASSED and APPROVED this 24th day of November 2026.

_____
Jason S. Tompkins
Village President

(SEAL)

Attest:

_____
Village Clerk

DRAFT

STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN) SS
VILLAGE OF MAHOMET)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly selected, qualified and acting Village Clerk of the Village of Mahomet, Champaign County, Illinois (the "**Municipality**"), and as such official I am the keeper of the records and files of the Municipality and of the President and Board of Trustees (the "**Corporate Authorities**").

I do further certify that the foregoing constitutes a full, true, and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on November 24, 20265, insofar as same relates to the adoption of **Ordinance No. 26-11-** entitled:

AN ORDINANCE PROHIBITING EXECUTION OF NONDISCLOSURE AGREEMENTS

a true, correct, and complete copy of which ordinance (the "**Ordinance**") as adopted at such meeting appears in the proceedings of the minutes of such meeting and is hereto attached. The Ordinance was adopted and approved by the vote and on the date therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such Ordinance were taken openly, that the adoption of such Ordinance was duly moved and seconded, that the vote on the adoption of such Ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the agenda for the meeting was duly posted continuously on the Municipality's website and at the Village Hall at least 48 hours prior to the meeting; that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meeting laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and such Code and their procedural rules in the adoption of such Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Mahomet, Champaign County, Illinois, the _____ day of _____ 2026.

(SEAL)

_____
Dawn Mohr, Village Clerk

DRAFT

PAMPHLET PUBLICATION

ORDINANCE NO. 26-11-

AN ORDINANCE CONCERNING TRANSPARENCY IN ECONOMIC DEVELOPMENT AND RESTRICTING NON-DISCLOSURE AGREEMENTS

PRESENTED: _____

PASSED: _____

APPROVED: _____

RECORDED: _____

PUBLISHED: _____

Voting "Aye" _____

Voting "Nay" _____

The undersigned being the duly qualified and acting Village Clerk of the Village of Mahomet does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

_____
Village Clerk

(Seal) Dated:_____

DRAFT

ORDINANCE NO. 26-11-

AN ORDINANCE CONCERNING TRANSPARENCY IN ECONOMIC DEVELOPMENT AND RESTRICTING NON-DISCLOSURE AGREEMENTS

Adopted by the
President and Board of Trustees
Of
The Village of Mahomet
Champaign County, Illinois

This 24th day November 2026

WHEREAS, the Village of Mahomet ("Village"), Champaign County, Illinois is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, the Village Board of Trustees finds that transparency and public participation are essential to informed municipal decision-making, particularly where proposed economic development projects may substantially affect public infrastructure, utility demand, taxation, land use, environmental conditions, or the quality of life of residents; and

WHEREAS, large-scale economic development projects, including data centers, manufacturing facilities, warehouses, logistics facilities, energy-intensive facilities, and similar developments, may require substantial commitments of electrical power, water, sewer capacity, transportation infrastructure, public services, or public financial incentives; and

WHEREAS, agreements requiring public officials or public employees to conceal the existence, identity, scope, infrastructure requirements, environmental effects, or public financial consequences of proposed private development may impair the ability of residents and elected officials to evaluate such projects before commitments are made; and

WHEREAS, legitimate proprietary information and bona fide trade secrets may warrant limited protection, but claims of commercial confidentiality should not prevent disclosure of information concerning the use of public resources or reasonably anticipated effects upon the community; and

WHEREAS, section 7(1)(g) of the Illinois Freedom of Information Act, 5 ILCS 140/7(1)(g), provides certain protections for qualifying trade secrets and confidential commercial or financial information but does not make information confidential merely because a private party designates it as such; and

WHEREAS, the Illinois Attorney General has determined that the existence of a non-disclosure agreement and a private party's treatment of such an agreement as

confidential are not, standing alone, sufficient to establish an exemption from disclosure under the Freedom of Information Act; and

WHEREAS, the Village Board of Trustees finds that the public interest is best served by establishing a general prohibition against municipal non-disclosure agreements relating to economic development while allowing narrowly tailored protection of legitimate trade secrets.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Mahomet, Champaign County, Illinois, as follows:

Section 1. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. Purpose. The purposes of this article are to:

(a) Preserve the public's ability to obtain meaningful information regarding proposed economic development projects before public commitments or governmental approvals are made;

(b) Prevent the use of private confidentiality agreements to unnecessarily restrict the speech of Village officials and employees or the disclosure of information concerning matters of public interest;

(c) Preserve appropriate protection for bona fide trade secrets;

(d) Ensure that information concerning demands upon public infrastructure, environmental and community impacts, and proposed expenditures or relinquishment of public revenue remains available for public discussion; and

(e) Promote informed decision-making by the City Council and the public.

Section 3. Definitions. For purposes of this ordinance, the following definitions apply:

“Village Employee” means any person employed by the Village, whether on a full-time, part-time, temporary, contractual, or other basis.

“Village Official” means the mayor, any member of the Village Board of Trustees, any appointed Village officer, and any member of an appointed Village board, commission, committee, authority, or other Village body.

“Data Center" means a facility: (1) whose primary services are the storage, management, and processing of digital data; and (2) that is used to house (i) computer and network systems, including associated components such as servers, network equipment and appliances, telecommunications, and data storage systems, (ii) systems for monitoring and managing infrastructure performance, (iii) Internet-related equipment and services, (iv) data communications connections, (v) environmental controls, (vi) fire protection systems, and (vii) security systems and services.

DRAFT

"Nondisclosure Agreement" means an agreement or contract that includes a provision or clause that treats information as confidential, commercial, or financial information that may not be disclosed to any party, person, or entity, except as provided or required by law. The term includes an agreement that:

(1) Declares the identity or existence of a prospective economic development project confidential;

(2) Restricts disclosure of communications concerning such a project;

(3) Prohibits or limits disclosure of information provided by a developer, landowner, utility, economic development organization, consultant, prospective purchaser, prospective tenant, or other person;

(4) Requires advance consent of a private person before City information may be disclosed; or

(5) Imposes liability, damages, penalties, indemnification obligations, or other consequences upon the City or any City official or employee for disclosure.

“Trade Secret” means information satisfying the definition of "trade secret" contained in 18 U.S.C. § 1839(3), as amended from time to time. Under that federal definition, information qualifies only where the owner has taken reasonable measures to keep it secret and the information derives independent economic value, actual or potential, from not being generally known or readily ascertainable through proper means by another person who could obtain economic value from its disclosure or use.

Section 4. Prohibition on Nondisclosure Agreements.

(a) Except as expressly permitted by this article, no Village official or Village employee shall:

(1) Execute, enter into, sign, assent to, or otherwise bind the Village to a confidentiality agreement or non-disclosure agreement concerning an economic development project;

(2) Enter into such an agreement in his or her individual capacity when acting on behalf of, at the request of, or within the scope of duties performed for the Village;

(3) Agree orally or in writing that the existence, identity, location, anticipated scope, or material characteristics of an economic development project shall remain confidential;

(4) Represent to a third party that the Village will keep information confidential except to the extent confidentiality is specifically required or permitted by applicable law or by this article; or

(5) Direct, require, request, or pressure another Village official or Village employee to enter into or comply with a confidentiality obligation prohibited by this article.

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(b) No department, office, board, commission, committee, authority, consultant, agent, or representative of the Village shall enter into a prohibited confidentiality agreement on behalf of the Village.

(c) No expenditure of Village funds shall be authorized for the purpose of obtaining, negotiating, enforcing, defending, or administering a confidentiality agreement prohibited by this article, except those said agreements in force prior to the effective date of this ordinance.

(d) Any confidentiality agreement executed in violation of this article shall be considered unauthorized by the Village to the fullest extent permitted by law.

Section 5. Protection of Trade Secrets.

(a) Nothing in this article shall require a Village official or Village employee to publicly disclose a bona fide trade secret.

(b) Information shall qualify for protection under this section only to the extent that the particular information satisfies the definition of a trade secret under 18 U.S.C. § 1839(3).

(c) A private party asserting that information constitutes a trade secret shall identify the specific information claimed to constitute a trade secret and, upon request of the Village, provide a written explanation sufficient to establish that:

(1) Reasonable measures have been taken to maintain the secrecy of the information; and

(2) The information derives independent economic value from not being generally known or readily ascertainable through proper means.

(d) A blanket designation of documents, communications, presentations, proposals, project materials, or categories of information as "confidential," "proprietary," "business confidential," or similar terminology shall not by itself establish that the information constitutes a trade secret.

(e) Whenever reasonably practicable, information qualifying as a trade secret shall be segregated from information that does not qualify as a trade secret so that the non-protected information may remain available for public disclosure and discussion.

Section 5. Information Not Considered Trade Secrets for Purposes of Village Confidentiality Agreements.

Notwithstanding any designation, assertion, agreement, or request by a private party, the Village shall not agree to treat the following categories of information as trade secrets under this article merely because disclosure could affect the willingness of a person to pursue an economic development project:

(a) The identity of the developer, owner, prospective owner, tenant, operator, parent company, or other principal counter-party to an economic development project;

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(b) The existence of negotiations or discussions concerning an economic development project;

(c) The general location or proposed location of the project;

(d) The acreage, square footage, number of structures, building height, general site configuration, project phases, or anticipated development schedule;

(e) The anticipated maximum, average, contracted, requested, or projected electrical demand or consumption of the project, including megawatt demand, annual energy consumption, requested electrical capacity, or anticipated generation or transmission requirements;

(f) The anticipated water demand or consumption of the project, including maximum, average, peak, or annual water usage;

(g) The anticipated wastewater discharge, sewer capacity demand, or other effects upon municipal wastewater systems;

(h) The anticipated use of natural gas or other fuels;

(i) The anticipated requirement for electrical substations, transmission facilities, generation facilities, water facilities, sewer improvements, road improvements, or other public or regulated infrastructure;

(j) Anticipated air emissions, greenhouse-gas emissions, wastewater discharges, stormwater impacts, thermal discharges, waste generation, or other environmental impacts;

(k) Noise generated or reasonably expected to be generated by the project, including noise associated with cooling equipment, generators, transformers, mechanical equipment, vehicles, or other operations;

(l) Exterior lighting, illumination, glare, skyglow, or other light emanation or reasonably anticipated light impacts;

(m) Expected traffic volume, truck traffic, employee traffic, road use, transportation impacts, or transportation infrastructure requirements;

(n) Requested or proposed zoning classifications, variances, special-use permits, annexations, development agreements, or other governmental approvals;

(o) The amount, value, duration, method of calculation, or material terms of any actual, proposed, requested, offered, or negotiated:

1. Tax abatement;
2. Tax rebate;
3. Tax credit;
4. Tax exemption;
5. Tax increment financing assistance;
6. Sales-tax sharing arrangement;
7. Utility discount or preferential utility rate;

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8. Grant;
9. Loan;
10. Bond financing;
11. Land conveyance;
12. Infrastructure contribution;
13. Fee waiver or reduction;
14. Reimbursement;
15. Revenue guarantee; or
16. Other public expenditure, financial incentive, subsidy, concession, or economic benefit;

(p) The estimated or projected effect of the project upon Village revenues or expenditures;

(q) The amount or general nature of any public infrastructure expenditure necessary or proposed in connection with the project;

(r) The anticipated number of permanent or temporary jobs, wage ranges, employment projections, or workforce requirements represented to the Village for purposes of obtaining public support or incentives;

(s) Representations made to the Village regarding the anticipated economic benefit of the project;

(t) The anticipated use of diesel generators, gas turbines, battery systems, cooling systems, cooling towers, refrigerants, fuel storage, hazardous materials, or other equipment having a reasonably foreseeable impact upon neighboring properties or public infrastructure; and

(u) Any other information concerning a reasonably foreseeable impact upon public health, safety, infrastructure, finances, utilities, the environment, neighboring property, or the quality of life of City residents.

Nothing in this section shall require disclosure of specific technical information where disclosure itself would reveal a bona fide trade secret, cybersecurity vulnerability, physical-security vulnerability, or information otherwise protected from disclosure by federal or state law.

Section 6. Hyperscale and High-impact Facilities.

(a) For purposes of this section, a high-impact facility includes, but is not limited to:

(1) A hyperscale, colocation, enterprise, artificial-intelligence, cryptocurrency, or other data center;

(2) A facility requiring substantial new electrical generation, transmission, or substation infrastructure;

(3) A facility requiring substantial water consumption or wastewater capacity;

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(4) A large manufacturing, industrial, warehouse, logistics, or distribution facility;

(5) An energy-generation or energy-storage facility; or

(6) Any other development reasonably expected to have a material effect upon municipal infrastructure, tax revenues, utility systems, the environment, or surrounding properties.

(b) No Village official or Village employee may agree that the infrastructure demand, environmental impact, community impact, or requested public financial benefits of a high-impact facility are confidential except as expressly authorized under this article.

(c) The scale or economic significance of a project shall not constitute a basis for greater secrecy.

Section 7. Exception Authorized by Village Board of Trustees.

(a) Notwithstanding any other provision of this article, the Village Board of Trustees may authorize a Village official or employee to enter into a narrowly tailored confidentiality agreement only upon approval by a majority of all members then holding office.

(b) Approval shall occur only by roll-call vote at an open meeting of the Village Board of Trustees

(c) Before the vote, the Village shall publicly disclose:

(1) The identity of every private entity that will be a party to or beneficiary of the confidentiality agreement;

(2) The general nature and purpose of the proposed economic development project;

(3) The general categories of information proposed to be protected;

(4) The duration of the confidentiality obligation;

(5) The public purpose asserted to justify confidentiality; and

(6) A copy of the proposed confidentiality agreement, except that specific information independently protected by law may be redacted.

(d) The agenda for the meeting at which authorization will be considered shall identify the counter-party by its legal name and state that authorization of a confidentiality or non-disclosure agreement will be considered.

(e) The Village Board of Trustees may not authorize confidentiality under this section for any category of information identified in section ___ as information that shall not be treated as a trade secret, except where disclosure of the specific information is independently prohibited by federal or state law.

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(f) Authorization shall be construed narrowly and shall not constitute approval for additional or subsequent confidentiality obligations unless separately approved in accordance with this section.

(g) A confidentiality agreement authorized under this section shall automatically terminate no later than _____ months after execution unless the Village Board of Trustees approves a longer period by a separate vote satisfying the requirements of this section.

Section 8. Open Meetings; No Independent Authority for Secrecy.

(a) Nothing in this article authorizes the Village Board of Trustees or any Village body to conduct a closed meeting.

(b) A meeting or portion thereof may be closed only where expressly authorized by the Illinois Open Meetings Act.

(c) An exception under the Open Meetings Act shall not be construed as requiring the Village to hold a closed meeting where the Act merely permits one.

Illinois law expressly states that Open Meetings Act exceptions are to be strictly construed and that the exceptions authorize, but do not require, a closed meeting. Illinois General Assembly

(d) Any final action concerning an economic development project, confidentiality agreement, incentive, development agreement, or other Village commitment shall be taken in an open meeting as required by law.

Section 9. Freedom of Information Act.

(a) Nothing in this article shall be construed to reduce or restrict any right of access to public records provided under the Illinois Freedom of Information Act.

(b) Nothing in this article shall be construed to create an exemption from disclosure under the Freedom of Information Act.

(c) The execution of a confidentiality agreement shall not, by itself, constitute a basis for withholding a public record.

(d) No Village official or employee shall represent to a private party that the Village can contractually exempt a public record from the Illinois Freedom of Information Act.

(e) Nothing in this article prevents the Village from asserting an exemption expressly authorized by state or federal law where the factual and legal requirements of that exemption are independently satisfied.

Section 10. No Retaliation.

No Village official or employee shall retaliate against another Village official, Village employee, contractor, member of a board or commission, or other person for:

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(a) Refusing to sign an agreement prohibited by this article;

(b) Questioning whether information qualifies for confidential treatment;

(c) Disclosing information that is not protected under this article;

(d) Reporting an alleged violation of this article; or

(e) Participating in an investigation or proceeding concerning an alleged violation.

Section 11. Ethics Advisor; Interpretation.

The Village's ethics advisor designated under section 2-208 may provide guidance concerning compliance with this article.

Nothing in this section shall authorize the ethics advisor to approve an agreement that would otherwise require Village Board of Trustee authorization under this article.

Section 12. Penalties.

(a) Any Village official or Village employee who intentionally violates any provision of this article may be fined in an amount not to exceed seven hundred fifty dollars ($750.00) for each violation.

(b) Each execution of a prohibited agreement shall constitute a separate violation.

(c) Each intentional direction, demand, or representation made in violation of this article may constitute a separate violation.

(d) Any person who knowingly makes a false report alleging a violation of this article to the Village's ethics advisor, local enforcement authorities, the State's Attorney, or any other law-enforcement official may be fined in an amount not to exceed seven hundred fifty dollars ($750.00).

(e) In addition to any other penalty that may be applicable, whether criminal or civil, a Village employee who intentionally violates this article shall be subject to discipline, up to and including discharge, in accordance with applicable law, personnel rules, and collective-bargaining agreements.

(f) The penalties provided by this section shall be cumulative of any other remedy available under law.

Section 13. Existing Agreements.

(a) Within sixty (60) days after the effective date of this article, the Village Administrator, Village Attorney, or other designated officer shall identify all confidentiality or non-disclosure agreements then in effect concerning economic development projects.

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(b) A list of such agreements shall be presented to the Village Board of Trustees at an open meeting and shall identify, to the extent permitted by law:

(1) Each counter-party;

(2) The date of the agreement;

(3) The general subject matter;

(4) The stated duration of the agreement; and

(5) Whether the agreement remains in effect.

(c) The Village shall use commercially reasonable efforts to terminate, modify, decline to renew, or obtain a waiver of any existing confidentiality provision inconsistent with this article.

(d) Nothing in this section shall require the Village to breach a legally enforceable contractual obligation entered into before the effective date of this article.

Section 14. Construction.

(a) This article shall be liberally construed in favor of governmental transparency and public access.

(b) A private party's desire to avoid publicity, speculation, public opposition, competition for property, political controversy, or disclosure of negotiations shall not by itself constitute a trade secret or establish a basis for confidentiality.

(c) Neither anticipated economic benefit to the Village nor the possibility that a prospective developer may abandon a project because of public disclosure shall, standing alone, constitute grounds for confidentiality.

(d) No provision of this article shall be interpreted to require disclosure of information where disclosure is prohibited by federal or state law.

(e) Nothing in this article shall prohibit the protection of information concerning critical infrastructure, cybersecurity, public safety, personal privacy, privileged attorney-client communications, or other matters where confidentiality is independently authorized or required by applicable law.

Section 15. Invalidity. Should any section or provision of this Ordinance be declared to be invalid, that decision shall not affect the validity of this Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 16. Effective Date. The provisions of this Ordinance shall become effective immediately following its passage, approval and publication as required by law.

Section 17. Conflict. All other ordinances or parts of ordinances which are in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded.

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Section 18. Publication. The Village Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form immediately after passage.

Upon motion by Trustee _____, seconded by Trustee _____, passed by the President and Board of Trustees of the Village of Mahomet, Illinois this 24th day of November 2026, by roll call vote, as follows:

Voting "aye" (names): _____

_____

Voting "nay" (names): _____

Abstained (names): _____

PASSED and APPROVED this 24th day of November 2026.

_____
Jason S. Tompkins
Village President

(SEAL)

Attest:

_____
Village Clerk

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STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN) SS
VILLAGE OF MAHOMET)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly selected, qualified and acting Village Clerk of the Village of Mahomet, Champaign County, Illinois (the "**Municipality**"), and as such official I am the keeper of the records and files of the Municipality and of the President and Board of Trustees (the "**Corporate Authorities**").

I do further certify that the foregoing constitutes a full, true, and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on November 24, 2026, insofar as same relates to the adoption of **Ordinance No. 26-11-** entitled:

AN ORDINANCE CONCERNING TRANSPARENCY IN ECONOMIC DEVELOPMENT AND RESTRICTING NON-DISCLOSURE AGREEMENTS

a true, correct, and complete copy of which ordinance (the "**Ordinance**") as adopted at such meeting appears in the proceedings of the minutes of such meeting and is hereto attached. The Ordinance was adopted and approved by the vote and on the date therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such Ordinance were taken openly, that the adoption of such Ordinance was duly moved and seconded, that the vote on the adoption of such Ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the agenda for the meeting was duly posted continuously on the Municipality's website and at the Village Hall at least 48 hours prior to the meeting; that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meeting laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and such Code and their procedural rules in the adoption of such Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Mahomet, Champaign County, Illinois, the _____ day of _____ 2026.

(SEAL)

_____
Dawn Mohr, Village Clerk

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MAHOMET
ILLINOIS

MEMORANDUM TO THE BOARD OF TRUSTEES

ITEM: Proposed Firearms Training Range Agreement with Rantoul Police Department	**DEPARTMENT:** Police
AGENDA SECTION: Police	**AMOUNT: $**25,000
ATTACHMENTS: ( ) ORDINANCE (_) RESOLUTION (X) OTHER SUPPORTING DOCUMENTS	**DATE**: November 10, 2026

INTRODUCTION:
This memo provides information regarding entering into a memorandum of understanding with the Rantoul Police Department for use of their newly built firearms training facility

BACKGROUND:
The Mahomet Police Department is exploring a potential agreement with the Rantoul Police Department that would provide our officers access to Rantoul's new firearms training facility for a period of 25 years in exchange for a one-time contribution of $25,000.

Currently, MPD utilizes the Police Training Institute (PTI) firearms range in Champaign for our regular firearms training. PTI charges $200 for a half-day reservation and $400 for a full-day reservation. Our department conducts firearms training approximately 7 to 9 times annually, generally once per month outside of the winter months.

I consider firearms proficiency to be a "low probability, high liability" responsibility in law enforcement. Although the likelihood of an officer having to discharge a firearm in the course of their official duties is statistically very low, the consequences of such an incident can be significant.

Regular, meaningful firearms training is essential to ensure our officers are proficient, confident, and capable of making sound decisions under stressful circumstances. This training is important not only for officer safety, but also for the safety of the public and the Village's potential liability exposure.

I view this training as a form of inexpensive insurance. The investment we make in preparing officers for these situations is relatively small compared to the potential

consequences of an officer being inadequately trained when faced with a critical incident.

DISCUSSION OF ALTERNATIVES:
The alternative would be to stay with the current arrangement, renting the range at PTI as necessary.

PRIOR BOARD ACTION:
None

COMMUNITY INPUT:
None expected.

BUDGET IMPACT:
In 2025, MPD spent $1450 to rent the range at PTI for firearms training. In 2026, PTI raised their rates and MPD will spend $2400 for range rental fees.

The proposed $25,000 contribution to Rantoul would provide access to its training facility for that same period, at an effective cost of $1,000 annually for the next 25 years. This money has already been earmarked in the current budget.

STAFF IMPACT:
Beyond the financial considerations, the proposed arrangement offers several operational advantages.

One significant benefit would be the ability to store practice ammunition and associated training equipment at the Rantoul facility. Currently, our personnel must transport ammunition and other equipment to and from the range for each training session. Ammunition is heavy, and the repeated loading, unloading, and transportation of these materials adds unnecessary time and effort to our training operations.

Having secure storage available at the training facility would simplify preparation, reduce the amount of equipment being transported, and allow our firearms instructors to focus more of their time on conducting training.

Additionally, establishing a long-term relationship with another law enforcement agency for the use of a dedicated training facility would provide greater stability in our firearms training program. This has also opened talks with RPD about conducting further joint training opportunities in the future.

SUMMARY:
Adoption of this MOU would provide MPD with long-term access to a quality firearms training facility. The agreement is mutually beneficial to both entities.

RECOMMENDED ACTION:
Approve the MOU to allow MPD to enter into this agreement with RPD.

DEPARTMENT HEAD APPROVAL:	**VILLAGE ADMINISTRATOR:**
Dave Smysor	

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE VILLAGE OF RANTOUL (POLICE DEPARTMENT)

AND

THE VILLAGE OF MAHOMET (POLICE DEPARTMENT)

REGARDING

RANTOUL POLICE DEPARTMENT RANGE

1. **Parties.**

   This Memorandum of Understanding ("MOU") is entered into between the Village of Rantoul, Illinois (Rantoul), and the Village of Mahomet (Mahomet).

2. **Purpose and Background.**

   Rantoul Police Department owns and operates an indoor firearms training range (Range) for authorized law enforcement training. The purpose of this Agreement is to set forth the terms by which Mahomet may support and utilize Rantoul Police Department's Range.

3. **Eligibility.**
   Use of the Range is limited to licensed law enforcement officers of Mahomet. No unauthorized persons may use the Range. All participants must be certified Range Officers or have been trained under the supervision of a Certified Range Officer.

4. **Procedures and Safety.**
   All participants must read and agree, in writing, to any Range Standard Operating Procedures. The Range Officer shall instruct on safety rules, range facilities, and conduct at the Range. The Range Officer has authority to control and direct all operations of the Range.

5. **Agreement.**

   a. Range Use and Scheduling. Rantoul Police Department agrees to permit the Mahomet Police Department to use the Rantoul Police Department's Range at no cost. All such use shall be coordinated in advance through the Rantoul Police Department. Rantoul Police Department shall have first priority in scheduling and using the Range. The Mahomet Police Department shall have priority over all other law enforcement agencies in scheduling use of the Range, subject to the scheduling needs of the Rantoul Police Department.
   b. All Mahomet Officers acknowledge that firearms training is inherently dangerous and that risks include injury, death, property damage and exposure to lead or debris. Rantoul and Rantoul Police Department are not liable for injuries or damages sustained or arising from Range activities.

c. In conjunction with its ability to schedule use of Rantoul Police Department's range during the term of this MOU, Mahomet shall provide a one-time contribution of $25,000 to Rantoul Police Department for construction of the range.

6. **Prohibited Conduct**
No use by individuals under the influence of alcohol or controlled substances.
No use by individuals deemed mentally incompetent or suicidal.

7. Points of Contact.

a. Village Of Rantoul:
Tony Brown
Chief of Police
109 E. Grove Ave.
Rantoul, IL 61866
217-892-2103
b. Village of Mahomet
David Smysor
Chief of Police
303 E. Oak St.
P.O. Box 1043
Mahomet, IL 61853

8. **Indemnifications, Insurance**
Mahomet shall and does hereby release Rantoul, its elected and appointed officials, employees and agents from, and agrees that said parties shall not be liable for, and indemnifies and holds said parties harmless from: any liabilities for any loss or damage to property or any injury to, or death of, any persons that may be occasioned by or related to any cause whatsoever pertaining to the use of the Range; and, any liabilities, losses, or damages, or claims therefore, arising out of the failure or claimed failure to comply with its covenants or obligations contained in this agreement.
Mahomet shall annually provide to Rantoul certificates of insurance detailing the actual coverages in force and effect during the term of this agreement for the coverages and amounts generally applicable to use of Rantoul property. Rantoul shall be endorsed as an additional insured on the applicable policies regarding Mahomet's use of the Range. The policies shall provide for written notice to be sent to Rantoul within 30 days of any cancellation or material change to coverages.

9. **Other Provisions.**

Nothing in this MOU is intended to conflict with current law or regulations. If a term of this MOU is inconsistent with any such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

10. **Integrated Agreement.**

This MOU, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOU.

11. Modification.

This MOU may be modified only by mutual written consent.

12. Term; Termination.

This MOU is in effect for a period of twenty-five (25) years. After such twenty-five year period, this MOU shall be automatically renewed for successive one (1) year periods under the same terms and conditions outlined herein. After twenty-five (25) years, this MOU may be terminated by either party upon providing a 30-day notice to the other party.
.

FOR Village of Rantoul:

_____
Name: Anthony Brown

Title: Police Chief

Date:_____

FOR Village of Mahomet:

_____
Name: David Smysor

Title: Police Chief

Date:_____

RESOLUTION NUMBER 26-11-

A RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING REGARDINGTHE RANTOUL POLICE DEPARTMENT RANGE BY AND BETWEEN THE VILLAGE OF MAHOMET AND ITS POLICE DEPARTMENT AND THE VILLAGE OF RANTOUL AND ITS POLICE DEPARTMENT

Village of Mahomet, Champaign County, Illinois

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Village of Rantoul and its Rantoul Police Department and Village of Mahomet and its Mahomet Police Department wish to cooperate to provide the Village use of its Rantoul Police Department Range; and

WHEREAS, the corporate authorities of the Village of Mahomet hereby determine that it is advisable and in the public interest that the Village enter into this agreement.

NOW, THEREFORE, BE IT RESOLVED, PASSED, AND APPROVED this 24th day of November 2026 by the Board of Trustees of the Village of Mahomet that:

1. That the Agreement entitled “Memorandum of Understanding between the Village of Rantoul (Police Department) and the Village of Mahomet (Police Department) Regarding Rantoul Police Department Range” by and between the Village of Rantoul, a municipal corporation, and the Village of Mahomet, a municipal corporation, be approved.
2. That the board hereby authorizes a one-time payment of $25,000.00 to the Village of Rantoul to be used toward the construction of the range.
3. That the Chief of Police is hereby authorized to execute the final Agreement in substantially the same form as attached hereto.

_____
Jason S. Tompkins, President
Board of Trustees
Village of Mahomet

(SEAL)

Attest:

_____
Dawn Mohr, Village Clerk

Transportation Department
Completed Work Report
October 2026

- Checked / emptied trash can on Main Street.
- Mowed all parks and Village facilities as assigned; string trimmed as needed.
- Swept streets for monthly maintenance sweeping.
- Watered trees on Main Street.
- Repaired a storm sewer in two different spots in the west detention basin at Northridge Subdivision.
- Finished paving the next block of alleys north of Union Street. Done for the year.
- Assisted with barricades and traffic control for the homecoming parade.
- Took out barricades for the Cornbelt FPD open house.
- Swept streets for the month.
- Applied winterizing fertilizer to Admin, Freedom Plaza, WTP and WWTP.
- Brought leaf vacuums back from storage and checked them over.
- Returned the paver we were borrowing from Newcomb Township.
- Put leaf boxes in two trucks.
- Took big trucks in for semi-annual inspection. Three of the trucks passed inspection but we found out one of the trucks had a broken brake drum and a transmission leak. That truck is being repaired at Peterbilt in Urbana.
- Striped one additional parking spot to the new asphalt at the Admin Office back parking lot.
- Assisted W/WW with hauling off old spoil pile from the WWTP.
- Retrieved snow plows from and took the bush hog mower to storage.
- Completed the first week of fall leaf collection.
- Put the leaf box in the tandem dump truck.
- Rocked shoulders on CR 425 E. and one section of shoulder on E. Dunbar street.
- Patched on Hickory Street, Turner Drive and in Sandy Ridge S/D.
- Completed the second week of fall leaf collection.
- Patched on Main Street, Elm Street and in Sandy Ridge S/D.
- Graded and seeded at Northridge west detention basin and at the Parkhill lot on Franklin Street where we repaired storm sewers in the last month.
- Borrowed an asphalt planer from Mahomet TWP and milled a large bump on Riverside Drive and McDougal Road. We also milled a bad spot at PW parking lot.
- Completed the third week of fall leaf collection.
- Patched the spot in the back parking lot of PW that we milled last week.
- Checked / cleaned storm drains as needed.
- Picked up barricades, vehicle and pedestrian barriers and blocks that were used for the Trunk or Treat event on Main Street.
- Removed a downed tree limb from the street at Division Street and Maple Street.

Leaf collection totals

WEEK OF	T/A LOADS	CU. YDS.	S/A LOADS	CU. YDS.	FUEL	HRS	MILES	
	0	0	6	78	55.45	23	155	
10/26/2025	0	0	8	104	92.29	28	182	
11/2/2025	0							
11/9/2025	0							
11/16/2025	0							
11/23/2025								
11/30/2025								
Totals	0	0	14	182	147.74	51	337	
CY To Date				182				

Water / Wastewater Department
Completed Work Report
October 2026

- Checked lift stations.
- Utility locates.
- Meter work and readings (final and initial readings, meter replacement, etc.) as needed and scheduled.
- Read water meters for the month; turn off / on water for non-payment.
- Normal day-to-day readings and maintenance.
- Mowed and trimmed the treatment plants.
- Installed DECKED storage system in Shaun's truck for JULIE utility locates.
- Water Treatment Plant – Replaced network switch after losing communication at approximately 3:00 PM.
- SNC is tidying up the work on the sanitary sewer extension project. They still have to remove the old lift station.
- Took the P&R water fountains out of service.
- Winterized the Barber Park and Bridle Leash Park restrooms. As of now, Barber Park restrooms will remain operational this winter per Dan Waldinger.
- Pulled the water meter from the splash pad.
- Assisted with traffic control for the homecoming parade.
- Added three pallets of sand to the filters at the WWTP.
- Installed both non-potable water pumps that were rebuilt in Danville.
- Replaced a storm sewer lid with a sanitary sewer lid on Route 150.
- Greased the vac truck.
- Changed the filters in the blower room.
- Cleaned the filter building basement.
- Installed the excess flow clarifier at Buckthorn Lift Station.
- Installed a phase monitor at Buckthorn Lift Station.
- Worked on locating and pulling documents for FOIA requests.
- Met with William R. Schmitz of Automatic Control Services to discuss upgrading the water plant and sewer plant computers for the WIN-911 alarm system.
- Met with Hach to get budget estimates for water and sewer plant lab equipment upgrades to meet upcoming EPA standards.
- Restocked the vac truck with tools and fittings.
- Replaced the vacuum pump and solenoids at Roberson Lift Station.
- Located the power line so the fencing company could finish the fence at the sewer plant.
  Came in Tuesday night for the Voltus test at the water and sewer plants. The test was successful.
- Worked on the water department FOIA request.
- Met with SNC to verify the new sewer line from Wynwood to Lake of the Woods Road was operating and ran the jetter through it.
- Mowed weeds along the entrance to the sewer plant.

- Met with the Cummins mechanic for servicing of all standalone and portable generators.
- Added degreaser to lift stations.
- Graded and seeded areas that were excavated for water line repairs in the last couple of months.
- Flushed hydrant while troubleshooting and working to improve water flow in the area.
- Removed check valve at Roberson lift station, transported it back to the shop, and rebuilt it.
- Installed DECKED storage system in Shaun's truck for JULIE utility locates.
- Replaced network switch at the WTP after losing communication.
- Attended a JULIE webinar for changes coming in December.
- Finished grading and seeding spots that were excavated late summer.
- Cleaned and took pics of the old International dump truck. We will know next week if the township that was interested in purchasing the truck wants to make the purchase. If not, we will put it out for sealed bids.
- Cleaned the microscreen at the WWTP.
- Replaced an actuator at the WWTP.
- Installed two water sampling stations; one near 1406 Heather Drive and one near 706 Hilltop Court.
- Vacuumed out the lift station at Barber Park and replaced the pump. The pump burned up die to wipes clogging the impeller.
- Set backwash pump at the water plant.
- Pulled, installed, and wired the large mixer in the south IFAS tank.
- Pulled, installed, and wired the small mixer in the IFAS tank.
- Met with Drake Scruggs Company regarding crane truck inspection, crane certification, and the F-550 dump truck inspection.
- Cleaned out the 4-inch Wacker trash pump; getting parts together to order for repairs.
- Pulled the scum pump for inspection at the sewer plant. It is not working.
- Pull RAS pump No. 1 at the sewer plant. It is throwing a code.

Engineer's Monthly Report October 2026

- On vacation for the first week of the month.
- ITEP applications: Consultants made final submittals for 2 projects before October 5.
- Construction projects:
  - SNC PCC Sidewalk project: about 95% complete. Restoration work is outstanding.
  - Surprised to get a call about Mid America Road paving yet to be done this year. I had written it off for next year, but it will be going on early to mid-November.
  - There are a couple of other outstanding construction items. Still waiting on corn to be harvested for one of them :D
  - Occasionally involved in some items on the LoW Rd sanitary sewer extension project.
- Attended a half day engineering conference in Champaign.
- Had a couple of meetings with Clark Dietz to kickoff traffic study they will be doing for East Mahomet.
- Smith Group: had some in-house meetings and community engagement for Comprehensive Plan including a high school group, which was really encouraging.
- Reviewed Fehr Graham report on a downtown property. Need to determine next steps.
- Working on sidewalk extension plans for next year.
- Sent list of streets to be reevaluated to ERI for 2027 PASER update. They are gathering data now and will work on analyzing it over the winter. Delivery of results anticipated at start of FY '27. We had a similar timeline in 2022.
- Contacted ICC after receiving email from a resident. Put in request for preliminary engineering evaluation for Prairieview Rd RR Xing safety devices.
- Eric and I discussed priorities for road and drainage maintenance in 2027. I started on estimating and working on the MFT budget which runs with the calendar year.
- Met with one contractor about pedestrian bridge maintenance. Contacted another so I can get multiple quotes. Loose timeline.