



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

July 10, 2018

6:00 pm

Order of Business

1. Call to Order – Mayor Smith
Roll Call
2. Approval of Agenda
3. Recognition of IMUA Scholarship awarded to Jared Motley
4. Presentation by Kristi Anderson – Illinois Center for Transportation
5. Public Participation
Citizens wishing to address the Village Board with respect to any item of business listed on the agenda or any matter not appearing on the agenda are asked to complete a public participation form and submit it to the Village Clerk prior to the meeting. Comments will be limited to three minutes for each item.
6. Items from the Mayor
7. Items from Trustees
 - A) [Ordinance No. 2578](#), revising the Annual Budget (General and Central Maintenance Funds)
8. Items from the Clerk
 - A) Minutes of Regular Study Session, [June 5, 2018](#)
 - B) Minutes of Special Board Meeting, [June 12, 2018](#)
 - C) Minutes of Regular Board Meeting, [June 12, 2018](#)
9. Items from the Administrator
10. Items from Comptroller
 - A) Approval of Bills and Monthly Financial Reports
 - B) Budget Amendment [BA-FY 19-01](#) Rental Rehab, [Ordinance 2576](#)
 - C) Budget Amendment [BA-FY 19-02](#) General Fund, [Ordinance 2577](#)
11. Building Safety
 - A) Planning and Zoning Board Recommendation – [Shields Zoning request Ordinance No. 2579](#)

Order of Business

12. Items from Public Works

- A) [Engineering Contract](#) for N. Tanner Railroad Water Main – Burns & McDonnell
Not to exceed \$12,794.00
- B) Realtor Agreement with [Coldwell Banker](#)
- C) Construction Contract for [S. Murray/Chandler Road](#) Box Culvert –
Feutz Construction - \$321,847.80
- D) Engineering Agreement – Burns & McDonnell – [Illinois Circle](#)
Drainage Study - \$16,000.00
- E) CO #2 for [Elevated Tank](#) project - \$43,700.00
- F) Small [cell/wireless](#) facilities deployment Policy, [Ordinance No. 2580](#)
and [Ordinance No. 2581](#)
- G) Electric Interconnection Policy Terms & Conditions, [Ordinance No. 2582](#)
 - Presentation by Chris Powers (10 minutes)
 - Presentation by Greg Hazel

13. Items from Counsel

14. Motion to Adjourn

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

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

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

ORDINANCE NO. 2578

**AN ORDINANCE
REVISING THE ANNUAL BUDGET
(General and Central Maintenance Funds)**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 10th day of July, 2018, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. 2578

**AN ORDINANCE
REVISING THE ANNUAL BUDGET
(General and Central Maintenance Funds)**

WHEREAS, the annual budget for the fiscal year beginning May 1, 2018 and ending April 30, 2019 (the “**Annual Budget**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) was duly adopted by the President and Board of Trustees (the “**Corporate Authorities**”) of the Village under and pursuant to Ordinance No. 2568, passed and approved at a special meeting on April 17, 2018; and

WHEREAS, the Corporate Authorities now desire to supplement and amend the Annual Budget in order to add to, delete, change or otherwise revise the Annual Budget by providing for certain transfers between or among the funds or accounts so designated or for certain authorized expenditures from unexpended balances or other additional revenues so designated; and

WHEREAS, funds are available to effectuate such revisions.

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

Section 1. Revision(s) to Annual Budget. The Annual Budget, as heretofore supplemented and amended, is hereby further supplemented and amended in order to add to, delete, change or otherwise revise the Annual Budget by providing for such transfers between or among the funds or accounts so designated or for such authorized expenditures from the unappropriated balances or other additional revenues so designated, all as set forth in the form of the Budget Amendment documents (BA-FY-19-01 and -02, copies of which are attached hereto and hereby incorporated herein by this reference thereto.

Section 2. Effective Date. The provisions of this ordinance shall become effective ten (10) days after its passage, approval and publication as provided by law.

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

This ordinance is hereby passed, the “**ayes**” and “**nays**” being called, by the vote of two-thirds of the members of the Corporate Authorities then holding office at a regular meeting duly called for such purpose on the date set forth below.

PASSED this 10th day of July, 2018.

Village Clerk

APPROVED this 10th day of July, 2018.

Village President

VILLAGE OF RANTOUL
 BUDGET AMENDMENT - BA-FY #19-01
 MAY 2018 (FOR FY 2019)

Fund	Account	FY 19 Budget	New Amount	Difference
General Fund-Administration	001-0110-410-40-41 Leases	6,100	0	(6,100)
General Fund-Police	001-0510-420-40-41 Leases	50,000	0	(50,000)
General Fund-Fire	001-0720-420-40-41 Leases	6,200	0	(6,200)
Waste Water Fund	536-1136-430-40-41 Leases	5,100	0	(5,100)
Electric Fund	541-1140-430-40-41 Leases	5,100	0	(5,100)
Public Works-Street	604-1175-430-40-41 Leases	6,000	0	(6,000)
IMS Fund	618-0150-410-40-41 Leases	5,500	0	(5,500)
General Fund	001-0410-410-40-33 Repair & maint-vehicle	500	0	(500)
General Fund	001-0510-420-40-33 Repair & maint-vehicle	10,000	0	(10,000)
General Fund-Fire	001-0720-420-40-33 Repair & maint-vehicle	20,000	0	(20,000)
Gas Fund	527-1127-430-40-33 Repair & maint-vehicle	5,800	0	(5,800)
Water Fund	535-1135-430-40-33 Repair & maint-vehicle	15,000	0	(15,000)
Waste Water Fund	536-1136-430-40-33 Repair & maint-vehicle	15,000	0	(15,000)
Electric Fund	541-1140-430-40-33 Repair & maint-vehicle	20,000	0	(20,000)
Public Works-Street	604-1175-430-40-33 Repair & maint-vehicle	127,000	0	(127,000)
IMS Fund	618-0150-410-40-33 Repair & maint-vehicle	500	0	(500)
Central Maintenance	619-0235-410-10-10 Salaries	0	234,392	234,392
Central Maintenance	619-0235-410-10-11 Permanent part-time	0	24,402	24,402
Central Maintenance	619-0235-410-20-10 Group insurance	0	40,093	40,093
Central Maintenance	619-0235-410-20-20 Social security	0	19,798	19,798
Central Maintenance	619-0235-410-20-30 IMRF	0	31,728	31,728
Central Maintenance	619-0235-410-20-50 Unemployment	0	1,050	1,050
Central Maintenance	619-0235-410-20-90 Other-Uniform allowance	0	3,270	3,270
Central Maintenance	619-0235-410-30-30 Technical	0	1,500	1,500
Central Maintenance	619-0235-410-30-40 IT costs	0	5,486	5,486
Central Maintenance	619-0235-410-40-10 Utility services	0	12,000	12,000
Central Maintenance	619-0235-410-40-31 Repair & maint-bldg	0	3,000	3,000
Central Maintenance	619-0235-410-40-32 Repair & maint-equip	0	2,000	2,000
Central Maintenance	619-0235-410-40-33 Repair & maint-vehicle	0	184,704	184,704

VILLAGE OF RANTOUL
 BUDGET AMEENDEMENT - BA-FY #19-01
 MAY 2018 (FOR FY 2019)

Fund	Account	FY 19 Budget	New Amount	Difference
Central Maintenance	619-0235-410-50-10 Insurance	0	18,500	18,500
Central Maintenance	619-0235-410-50-20 Communications	0	420	420
Central Maintenance	619-0235-410-50-40 Travel	0	500	500
Central Maintenance	619-0235-410-50-51 Education & training	0	500	500
Central Maintenance	619-0235-410-60-10 General	0	4,000	4,000
Central Maintenance	619-0235-410-60-11 Postage	0	150	150
Central Maintenance	619-0235-410-60-12 Office supplies	0	250	250
Central Maintenance	619-0235-410-60-13 Building maint supplies	0	150	150
Central Maintenance	619-0235-410-60-26 Gas and oil	0	20,000	20,000
Central Maintenance	619-0235-410-60-30 Clothing, uniforms, etc.	0	5,400	5,400
Central Maintenance	619-0235-40-70-40 Machinery & equip	0	10,000	10,000
Central Maintenance	619-0235-410-70-91 Software	0	2,600	2,600
Central Maintenance	619-0235-410-80-50 Sundry expense	0	270	270
Central Maintenance	619-0235-410-90-01 Transfers out-Corporate Fund	0	20,000	20,000
General Fund	001-0000-399-06-19 Transfer from Central Maint	0	20,000	20,000
General Fund	001-0110-410-40-36 Allocated fleet costs	0	1,286	1,286
General Fund	001-0230-470-40-36 Allocated fleet costs	0	100,896	100,896
General Fund	001-0310-410-40-36 Allocated fleet costs	0	5,142	5,142
General Fund	001-0410-410-40-36 Allocated fleet costs	0	1,314	1,314
General Fund	001-0510-420-40-36 Allocated fleet costs	0	108,607	108,607
General Fund	001-0720-420-40-36 Allocated fleet costs	0	20,564	20,564
Gas Fund	527-1127-430-40-36 Allocated fleet costs	0	11,840	11,840
Gas Fund	527-1160-410-40-36 Allocated fleet costs	0	4,499	4,499
Water Fund	535-1135-430-40-36 Allocated fleet costs	0	12,210	12,210
Waste Water Fund	536-1136-430-40-36 Allocated fleet costs	0	15,424	15,424
Electric Fund	541-1140-430-40-36 Allocated fleet costs	0	168,373	168,373
Airport Fund	582-1810-450-40-36 Allocated fleet costs	0	38,562	38,562
EDC Fund	585-0140-450-40-36 Allocated fleet costs	0	2,567	2,567
Public Works-Admin	604-1110-430-40-36 Allocated fleet costs	0	7,628	7,628

VILLAGE OF RANTOUL
 BUDGET AMENDMENT - BA-FY #19-01
 MAY 2018 (FOR FY 2019)

Fund	Account	FY 19 Budget	New Amount	Difference
Public Works-Street	604-1175-430-40-36 Allocated fleet costs	0	147,251	147,251
Public Works-Street	604-1175-430-10-10 Salaries	234,392	0	(234,392)
Public Works-Street	604-1175-430-10-11 Permanent part-time	24,402	0	(24,402)
Public Works-Street	604-1175-430-20-10 Group insurance	40,093	0	(40,093)
Public Works-Street	604-1175-430-20-20 Social security	19,798	0	(19,798)
Public Works-Street	604-1175-430-20-30 IMRF	31,728	0	(31,728)
Public Works-Street	604-1175-430-20-50 Unemployment	1,050	0	(1,050)
Public Works-Street	604-1175-430-20-90 Other-Uniform allowance	3,269	0	(3,269)
Public Works-Street	604-1175-430-80-50 Sundry expense	270	0	(270)
Central Maintenance	619-0000-351-00-00 Charges for service	0	646,163	646,163

REVISED BUDGET-INCLUDE 619

Approved Budget-Surplus	2,700
General Fund-001	
Add: Leases	62,300
Add: Repair & maint vehicles	30,500
Add: Trf in Central Maint	20,000
Subtract: Fund 619	(237,809)
Deficit	(122,309)

Gas Fund-527	
Approved Budget-Surplus	3,396
Add: Repair & maint vehicles	5,800
Subtract: Fund 619	(16,339)
Deficit	(7,143)

Water Fund-535	
Approved Budget-Deficit	(86,024)
Add: Repair & maint vehicles	15,000
Subtract: Fund 619	(12,210)
Deficit	(83,234)

Waste Water Fund-536	
Approved Budget-Deficit	(80,004)
Add: Leases	5,100
Add: Repair & maint vehicles	15,000
Subtract: Fund 619	(15,424)
Deficit	(75,328)

Electric Fund-541	
Approved Budget-Surplus	62,843
Add: Leases	5,100
Add: Repair & maint vehicles	20,000
Subtract: Fund 619	(168,373)
Deficit	(80,430)

Airport Fund-582	
Approved Budget-Deficit	(242,850)
Subtract: Fund 619	(38,562)
Deficit	(281,412)

EDC Fund-585	
Approved Budget-Deficit	(27,909)
Subtract: Fund 619	(2,567)
Deficit	(30,476)

REVISED BUDGET-INCLUDE 619

PW Admin-604

Approved Budget-Deficit	(144,484)
Add: Salaries	258,794
Add: Benefits	95,939
Add: Other Sundry Expense	270
Add: Leases	6,000
Add: Repair & maint vehicles	127,000
Subtract: Fund 619	(154,879)
Surplus	188,640

IT-618

Approved Budget	0
Add: Leases	5,500
Add: Repair & maint vehicles	500
Surplus	6,000

Fleet Maintenance-619

Approved Budget	0
Revenue	646,163
Expenses	(646,163)
Surplus	0

Rantoul Village Board of Trustees
Regular Study Session
June 5, 2018
6:00 P.M.

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

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

Roll Call

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

Mayor Smith and Trustees Hank Gamel, Sam Hall, Chad Smith, Jennifer Fox, and Terry Workman – 6.

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

Approval of Agenda

Trustee Gamel moved to approve the Agenda as amended and Trustee Chad Smith seconded the motion. The Motion Passed by Roll Call Vote **5 – 0**.

Public Participation

Debra Sweat spoke.

Jasmyne Boyce spoke about being physically assaulted by a local Liquor License Holder and desired the Village Liquor Code be enforced.

Items from the Mayor

- Affirmation of appointments of [Department Heads](#).
- Affirmation of appointments of [Committees](#).

Items from Trustees

Trustee Workman desired to Amend [Section 14-66](#) of the Rantoul Code (Purchase of Contract work of an authorized amount) the limit had been \$10,000 without Board Approval, but was changed during 2015 to \$25,000. Trustee Workman wanted to change it back to \$10,000. After forty minutes of argument between Mayor Smith and Trustee Workman, the Board decided to move forward with this change from a \$25,000 limit to \$15,000 without Board Approval.

Trustee Workman, also desired to change the annual Budget by moving the Central Maintenance Funds back to the Recreation Department from the Public works

Department. The Comptroller, Pat Chamberlain and Mayor Smith argued that this would create and Operating Deficit in the Corporate Fund of \$212,000. Trustee Workman was not satisfied with the Comptroller's, Administrator and Mayor's explanations, so after an extended conversation it was decided to wait until the Special Audit Report returned in July. Therefore this item was tabled until July.

Items from the Administrator

The Administrator, offered up the [IPBC Insurance exit agreement](#). The Trustees seem satisfied with the explanation and this item will be taken to the Regular Board Meeting Tuesday, June 12, 2018 for approval.

“NOTE FROM RANTOUL VILLAGE CLERK, UNLESS OTHERWISE SPECIFIED BELOW ALL OF THE AGENDA ITEMS BELOW HAD LITTLE OR NO VILLAGE BOARD OF TRUSTEES DISCUSSION AND WILL BE TAKEN TO THE REGULAR VILLAGE BOARD MEETING, TUESDAY, June 12, 2018.”

- Approval of Minutes, Regular Study Session, [May 1, 2018](#).
- Approval of Minutes, Regular Board Meeting [May 8, 2018](#).
- Approval of Minutes, Special Board Meeting [May 24, 2018](#).
- Approval of Bills and Monthly Financial Reports.
- Proposed [Garbage Rate](#) Adjustment – [Ordinance No. 2572](#).
- Annual [Prevailing Wage](#) Ordinance.
- Ordinance establishing a new [enterprise zone](#).
- Recommendation to approve Amerivest [loan refinancing](#).
- Acceptance of [Land Bank Grant](#), [Resolution No. 6-18-1256](#) - \$150,000.
- Update on 201 East Sangamon Stabilization Project. This was estimated to be \$368,000 by a local contractor. However, this item is for information only and will **NOT** be taken to the Board Meeting for action on Tuesday June 12, 2018.
- Purchase of [Air Conditioning Equipment](#) for the Board Room and North Hallway - \$43,181.00 plus \$2,500.00 contingency.
- Contract with Cross Construction Company for [Willow Pond Road](#) - \$995,100.92.
- [Accept deeds](#) for Parcels A1b-3; A1c; A2c-8; A3b from the United States Air Force.
- Change Order for roof project on [505 Condit](#) - \$117,760.00
- Approval of [variance request](#) from Jimmy John's sign.

Adjournment

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

MEETING ADJOURNED AT 8:27 P.M.

Mike Graham
Village Clerk

APPROVED July 10, 2018

Charles Smith
Village President

ATTEST:

Mike Graham
Village Clerk

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois do hereby certify that the foregoing minutes are a true and correct copy of the Regular Study Session of the Board of Trustees held June 5, 2018, as the same appears on the records of the Village now in my custody and keeping.

Mike Graham
Village Clerk

**Rantoul Village Board of Trustees
Special Board Meeting
June 12, 2017**

A special Meeting of the Board of Trustees of the Village of Rantoul was held at 5:56 P.M.; Mayor Smith called the proceeding to order.

Roll Call

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

Mayor Charles Smith and Trustees, Hank Gamel, Sam Hall, Jennifer Fox and Terry Workman - 5.

Public Participation

Debra Sweat spoke about the lack of Committee members on the Village of Rantoul Human Relations Commission. Mayor Smith asked Ms. Sweat to submit a list of names as he was having trouble finding anybody that wanted to serve. Ms. Sweat indicated that she would get back to Mayor Smith.

Motion to appoint Angela Schlutz as [IMRF Authorized Agent](#) for the Village of Rantoul.

Trustee Fox moved to adjourn the Special Meeting of the Village of Rantoul and Trustee Hall seconded the motion.

The Clerk Called the Roll. The motions carried by a vote of **5 – 0**.

MEETING ADJOURNED AT 5:58 P.M.

Approved July 10, 2018

Charles Smith
Village President

ATTEST:

Mike Graham
Village Clerk

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the forgoing minutes are a true and correct copy of the Special Meeting of the Board of Trustees held June 12, 2018 as the same appears on the records of the Village now in my custody and keeping.

Mike Graham, Village Clerk

Rantoul Village Board of Trustees
Regular Board Meeting
June 12, 2018

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

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

Invocation & Pledge of Allegiance

The Invocation was given by Reverend Terry Sheppard, Christian Life Community Church, opening the meeting with a prayer. Following the invocation, Trustee Fox led the audience in recitation of the Pledge of Allegiance.

Roll Call

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

Mayor Charles Smith and Trustees, Hank Gamel, Sam Hall, Chad Smith, Jennifer Fox, and Terry Workman - 6.

The following representatives of Village Departments were also present: Rick Snider, Administrator; Pat Chamberlin, Comptroller; Kenneth Beth, Attorney; Greg Hazel, Public Works Director; Jake McCoy, Assistant Public Works Director; Luke Humphrey, Recreation Department; Ken Waters, Fire Chief; Tony Brown, Chief of Police; Brenda Runyon, Neighborhood Services Director; Katie Johnston, Human Resource Director; and Elected Village Clerk Mike Graham.

Approval of Agenda

Trustee Workman moved to approve the agenda for the meeting. Trustee Hall seconded the motion. Motion carried **5 - 0**.

Public Participation

Loise Haines spoke.

Debra Sweat spoke.

Wendell Golston spoke about lowering of the Village of Rantoul Purchasing spending limit to \$15,000.

Jasmyne Boyce informed the Board that the Farmer's Market in Downtown Rantoul would start again on Wednesday July 18, 2018.

Christopher Powers spoke about Solar Energy for residential customers and indicated he would come back in July to make a formal presentation to the Village Board.

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

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

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

Motion to approve [EDA Revolving Loan](#) renewal for Amerivest - \$375,374.31. A discussion began on why the Loan amount was higher than discussed at the June 5, 2018 Regular Study Session. The Administrator indicated that two other Revolving Loans to Amerivest had been merged into the existing Loan thereby creating one Loan instead of three separate Loans. Trustee Fox moved for Approval and Trustee Hall Seconded the motion. The Clerk Called the Roll:

YEAS: Gamel, Chad Smith, Fox and Workman – 4.
NAYS: Hall – 1.
ABSENT: None.

The motions carried by a Roll Call vote of **4 – 1**.

Motion to authorize and approve the purchase and replacement of condensing unit and [air handler](#) for the Village of Rantoul Board Room and North Hallway – Duden & silver, Inc. - \$46,081.00. Trustee Hall moved for approval and Trustee Fox seconded the motion.

Motion to authorize and approve contract with Cross Construction for Roadway improvements along [Willow Pond Road](#) - \$995,100.90. Trustee Fox moved for approval and Trustee Workman seconded the motion.

Motion to authorize and approve Change Order on roof project at [505 Condit](#) – Filotto Construction, Inc. - \$117,760.00. Trustee Fox moved for approval and Trustee Hall seconded the motion.

Motion to pass [Ordinance No. 2571](#), AN ORDINANCE SUPPLEMENTING AND AMENDING ORDINANCE NO. 2462, AN ORDINANCE ESTABLISHING A NEW ENTERPRISE ZONE IN AND FOR THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS. Trustee Chad Smith moved for approval and Trustee Gamel seconded the motion.

Motion to pass [Ordinance No. 2572](#), AN ORDINANCE AMENDING [SCHEDULE FOR FEES](#) AND RATES FOR MUNIICIPAL WASTE COLLETION – CHAPTER 40. Trustee Chad Smith moved for approval and Trustee Workman seconded the motion.

Motion to pass [Ordinance No. 2573](#), AN ORDINANCE ASCERTAINING THE [PREVIALLING RATE OF WAGES](#) FOR PUBLIC WORKS OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS AS JUNE 5, 2018. Trustee Hall moved for approval and Trustee Fox seconded the motion.

Motion to pass [Ordinance No. 2574](#), AN ORDINANCE GRANTING A REQUESTED GENERAL VARIANCE UNDER THE VILLAGE OF RANTOUL ZONING ORDINANCE ([710 West Champaign Avenue](#), Rantoul, IL). Trustee Hall moved for approval and Trustee Fox seconded the motion.

Motion to pass [Ordinance No. 2575](#), AN ORDINANCE AMENDING SECTION [14-66 OF THE RANTOUL CODE](#). Trustee Workman moved for approval and Trustee Hall seconded the motion.

Motion to pass [Resolution No. 6-18-1256](#), A RESOLUTION AUTHORIZING AND APPROVING A GRANT AGREEMENT BETWEEN THE VILLAGE OF RANTOUL, ILLINOIS AND THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY REGARDING THE CREATION AND OPERATION OF A [LAND BANK](#). Trustee Hall moved to approve and Trustee Fox seconded the motion.

Motion to pass [Resolution No. 6-18-1257](#), A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH [IPBC](#) ON TERMINATION MATTERS. Trustee Fox moved for approval and Trustee Hall seconded the motion.

Motion to pass [Resolution No. 6-18-1258](#), A RESOLUTION ACKNOWLEDGING DELIVERY OF A CERTAIN [QUIT CALIM DEED](#) FROM THE UNITED STATES AND AUTHORIZING THE ACCEPTANCE THEREOF. Trustee Fox moved to approve and Trustee Hall seconded the motion.

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

Meeting Adjourned: 7:16 P.M.

Approved July 10, 2018

Charles Smith
Village President

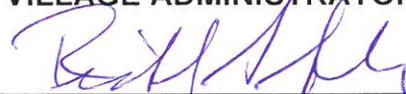
I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the forgoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held June 12, 2018 and continued on May 10, 2018 as the same appears on the records of the Village now in my custody and keeping.

Mike Graham, Village Clerk

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

PAGE OF __ Of __

ITEM: Budget Amendment	DEPARTMENT: Community Development
AGENDA SECTION:	AMOUNT: Fund 277 - \$65,249 Fund 266 - \$37,977
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: June 25, 2018
SUMMARY HIGHLIGHTS: The CDBG Program has revised its budget to meet the program objectives. As a result of an increase in HUD funding, the CDBG Program is requesting that the administrative costs from HUD fund, #277, be revised to reflect a new balance of \$65,249. This revision will reduce the encumbrance of the Rental Rehabilitation fund, #266. The adjusted Rental Rehabilitation fund is now \$37,977.	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	

MAY 2018 - FY 19 Budget

Fund	Account	FY 19 Budget	New Amount	Difference	
CD Aministration	277-0370-450.10-10	Salaries	\$8,414	\$31,315	\$22,901
CD Aministration	277-0370-450.20-10	Insurance	2,137	8,475	6,338
CD Aministration	277-0370-450.20-20	Social Security	644	2,396	1,752
CD Aministration	277-0370-450.20-30	IMRF	1,032	3,839	2,807
CD Aministration	277-0370-450.20-50	Unemployment	32	274	242
CD Aministration	277-0370-450.30-22	Legal	500	1,000	500
CD Aministration	277-0370-450.30-23	Audit	7,000	8,000	1,000
CD Aministration	277-0370-450.50-20	Communications	750	250	(500)
CD Aministration	277-0370-450.50-30	Advertising	3,000	3,000	0
CD Aministration	277-0370-450.50-52	Conf & Meeting	4,300	4,300	0
CD Aministration	277-0370-450.50-60	Dues & Publications	800	800	0
CD Aministration	277-0370-450.60-11	Postage	300	300	0
CD Aministration	277-0370-450.60-12	Office Supplies	500	1,300	800
			<u>\$29,409</u>	<u>\$65,249</u>	<u>\$35,840</u>

Fund	Account	FY 19 Budget	New Amount	Difference	
Rental Rehab	266-0140-450.10-10	Salaries	\$49,859	\$26,958	(\$22,901)
Rental Rehab	266-0140-450.20-10	Insurance	12,108	5,770	(6,338)
Rental Rehab	266-0140-450.20-20	Social Security	3,814	2,062	(1,752)
Rental Rehab	266-0140-450.20-30	IMRF	5,846	3,039	(2,807)
Rental Rehab	266-0140-450.20-50	Unemployment	390	148	(242)
Rental Rehab	266-0140-450.30-22	Legal	500	0	(500)
			<u>\$72,517</u>	<u>\$37,977</u>	<u>(\$34,040)</u>

ORDINANCE NO. 2576

AN ORDINANCE
REVISING THE ANNUAL BUDGET
(Rental Rehab and Community Development)

VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS

CERTIFICATION OF PUBLICATION

Published in pamphlet form this 17th day of July, 2018, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

**ORDINANCE NO.
AN ORDINANCE
REVISING THE ANNUAL BUDGET
GENERAL FUND**

WHEREAS, the annual budget for the fiscal year beginning May 1, 2018, and ending April 30, 2019, (the “**Annual Budget**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) was duly adopted by the President and Board of Trustees (the “**Corporate Authorities**”) of the Village under and pursuant to Ordinance No. 2568, passed and approved at a regular meeting on April 17, 2018; and

WHEREAS, the Corporate Authorities now desire to supplement and amend the Annual Budget in order to add to, delete, change or otherwise revised the Annual Budget by providing for certain transfers between or among the funds or accounts so designated or for certain authorized expenditures from unexpended balances or other additional revenues so designated; and

WHEREAS, funds are available to effectuate such revisions.

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

Section 1. Revision(s) to Annual Budget. The Annual Budget, as heretofore supplemented and amended, is hereby further supplemented and amended in order to add to, delete, change or otherwise revised the Annual Budget by providing for such transfers between or among the funds or accounts so designated or for such authorized expenditures from the unappropriated balances or other additional revenues so designated, all as set forth in the form of the Budget Amendment documents (BA-FY-19-01), copies of which are attached hereto and hereby incorporated herein by this reference thereto.

Section 2. Effective Date. The provisions of this ordinance shall become effective ten (10 days) after its passage, approval and publication as provided by law.

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

This ordinance is hereby passed, the “ayes” and “nays” being called, by the vote of two-thirds of the members of the Corporate Authorities then holding office at a regular meeting duly called for such purpose on the date set forth below.

PASSED this 17th day of July, 2018.

Village Clerk

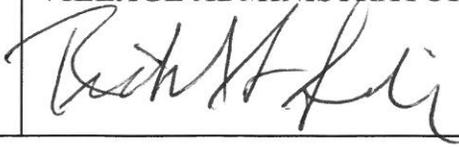
APPROVED this 17th day of July, 2018.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Budget Amendment	DEPARTMENT: Finance
AGENDA SECTION:	AMOUNT: \$60,800
ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: June 28, 2018
<p>SUMMARY HIGHLIGHTS: Since the State of Illinois has passed their budget, the 10% reduction in Local Government Distributive Fund (LDGF) has been reduced to 5%. As a result of this adjustment by the State of Illinois, the Village is projected to receive an additional \$60,800 in income tax revenue. However, additional expenses have been identified since the budget has been approved. An unanticipated increase in health insurance costs has resulted in additional expenses in several departments. These include the Police Department of \$20,085 and the Recreation Department of \$2,295. Other additional costs include \$30,000 in additional funding for the Façade Grant program, \$3,600 for the Peace Meal senior citizen bus service, and a \$1,500 donation for activities on the Dr. Martin Luther King Jr. holiday. Once these additional expenses have been accounted for, there is a surplus of \$2,550 which is added to the approved budget surplus in the General Fund of \$2,700 for a total surplus of \$5,250 for FY 19.</p>	
RECOMMENDED ACTION: Approve the budget amendment as identified above.	
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR: 

BUDGET AMENDMENT

BA-FY19-02

REQUESTED BY:	DEPARTMENT/FUND	DEPT. PRIORITY
FINANCE	GENERAL FUND & ECONOMIC DEVELOPMENT REVENUES & EXPENSES	

THIS BUDGET INCREASE IS:			
<input type="checkbox"/> FOR A RECURRING EXPENSE		<input type="checkbox"/> FOR CAPITAL OUTLAY	
<input checked="" type="checkbox"/> FOR A ONE-TIME EXPENDITURE		<input type="checkbox"/> FOR O&M EXPENSE	

COST DETAIL

ACCOUNT CODE	FY 18-19 BUDGET	NEW AMOUNT	DIFFERENCE
001-0000-335-20-00	\$1,151,749	\$1,212,549	\$60,800
208-0000-399-10-01	\$ 0	\$ 30,000	\$30,000
001-0160-410-92-08	\$ 0	\$ 30,000	\$30,000
208-0140-450-80-40	\$ 15,000	\$ 45,000	\$30,000
001-0250-470-60-10	\$ 51,500	\$ 55,100	\$ 3,600
001-0522-420-20-10	\$ 195,897	\$ 212,212	\$16,315
001-0512-420-20-10	\$ 69,952	\$ 74,492	\$ 4,540
001-0160-410-80-40	\$ 105,700	\$ 107,200	\$ 1,500
001-0210-470-20-10	\$ 31,507	\$ 33,802	\$ 2,295

DESCRIPTION: The General Assembly approved a state budget that partially restores the 10% cut to the Local Government Distributive Fund (LGDF) adopted in the State's FY 18 budget. LGDF distributions are reduced by 5% instead of 10%, which will affect our FY 19 budget. A large portion of this will be utilized in paying for the unanticipated insurance cost increases, funds for additional façade improvements, and a contribution to the MLK celebration.

JUSTIFICATION:

PREPARED BY:	DATE:	COMPTROLLER REVIEW:	DATE:
BUDGET OFFICER REVIEW:	DATE:	ORD. #	DATE:
MAYOR/BOARD APPR.	DATE	INPUT INTO SYSTEM	DATE

ORDINANCE NO. 2577

**AN ORDINANCE
REVISING THE ANNUAL BUDGET
General Fund**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATION OF PUBLICATION

Published in pamphlet form the 17th day of July, 2018, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois

Village Clerk

**ORDINANCE NO.
AN ORDINANCE
REVISING THE ANNUAL BUDGET
GENERAL FUND**

WHEREAS, the annual budget for the fiscal year beginning May 1, 2018, and ending April 30, 2019, (the “**Annual Budget**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) was duly adopted by the President and Board of Trustees (the “**Corporate Authorities**”) of the Village under and pursuant to Ordinance No. 2568, passed and approved at a regular meeting on April 17, 2018; and

WHEREAS, the Corporate Authorities now desire to supplement and amend the Annual Budget in order to add to, delete, change or otherwise revised the Annual Budget by providing for certain transfers between or among the funds or accounts so designated or for certain authorized expenditures from unexpended balances or other additional revenues so designated; and

WHEREAS, funds are available to effectuate such revisions.

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

Section 1. Revision(s) to Annual Budget. The Annual Budget, as heretofore supplemented and amended, is hereby further supplemented and amended in order to add to, delete, change or otherwise revised the Annual Budget by providing for such transfers between or among the funds or accounts so designated or for such authorized expenditures from the unappropriated balances or other additional revenues so designated, all as set forth in the form of the Budget Amendment documents (BA-FY-19-01), copies of which are attached hereto and hereby incorporated herein by this reference thereto.

Section 2. Effective Date. The provisions of this ordinance shall become effective ten (10 days) after its passage, approval and publication as provided by law.

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

This ordinance is hereby passed, the “ayes” and “nays” being called, by the vote of two-thirds of the members of the Corporate Authorities then holding office at a regular meeting duly called for such purpose on the date set forth below.

PASSED this 17th day of July, 2018.

Village Clerk

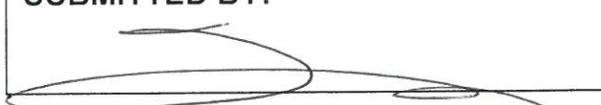
APPROVED this 17th day of July, 2018.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE OF 1 Of 1

ITEM: Recommendation of approval of a Zoning Change – Shields Auto Center	DEPARTMENT: Planning & Zoning
AGENDA SECTION:	AMOUNT: No Fee
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: June 27, 2018
SUMMARY HIGHLIGHTS: Shields Family Development, LLC have requested a change in zoning for the 3.59+ acre property at 850 Broadmeadow Road (formerly addressed as 815 W. Champaign Avenue) from the current designation of AG, Agriculture to C-2, General Commercial. The rezoning is necessary to allow a planned auto dealership and sales center to be located at the subject site, together with two adjoining properties that are already zoned C-2, which together with the subject lot comprises in a combined site area of 10.12+ acres.	
RECOMMENDED ACTION: Planning and Zoning Commission and Staff recommend approval.	
SUBMITTED BY: 	VILLAGE ADMINISTRATOR: 

TO: The Plan Commission
of the Village of Rantoul,
Champaign County, Illinois

Planning/Zoning Case Number: 18-2
Date of Filing: 5/17/18
[For Village Use Only]

APPLICATION REQUEST FOR ZONING CHANGE

1. The name and address of applicant and interest in property:

NAME: Shields Family Development, LLC
ADDRESS: PO Box 225
Rantoul, IL 61866
DAYTIME PHONE: Duane Shields (480) 440-1546
E-MAIL ADDRESS: fshie40@gmail.com

Applicant's **Interest in property:** Owner () Contract Purchaser
() Other _____

2. The name and address of owner of record if different from the applicant:

NAME: Same as Applicant
ADDRESS: _____

DAYTIME PHONE: _____
E-MAIL ADDRESS: _____

3. The address, legal description of the property for which the zoning change is sought, present zoning classification, and the new zoning classification requested by the applicant. (NOTE: The Village of Rantoul CANNOT fill in the legal description for you. You can find the legal description on your mortgage or title search. If the legal description is not listed below on this application, then the application will be rejected and you will have to reapply.)

Address: 815 W. Champaign Avenue, Rantoul, IL

Legal Description: See Attached Exhibit

Present Zoning Classification: AG

Requested Zoning Classification: C-2

State briefly the reasons for requesting the zoning change and describe any construction that you contemplate if the change is granted.

Property is zoned AG and is surrounded by C-2 zoning. Rezoning to C-2 allows the property to be developed as a relocated car dealership.

All adjacent properties are owned by the applicant or is IDOT right of way.

4. **Attach to this application a Plat Plan, approximately to scale, of the property showing the lot lines, dimensions, and where the zoning change is sought. The Plat Plan should be on paper no larger than 8 1/2" x 11".**

5. **List the names and address of all adjacent property owners.** (*Adjacent property owners means the owners of property that physically touch your property. Exclude property owners across streets and alleys. List this information on a separate sheet of paper.*)

6. **Filing Fee and Cost of Publication.** Attach the filing fee in the form of a check made payable to the Village of Rantoul in the amount of \$50.00. The costs of publishing any notices(s) of the public hearing to be held in connection with this application must also be paid by the Applicant(s) in the form of a check made payable to the Village of Rantoul upon being billed by the Village of Rantoul for such costs.

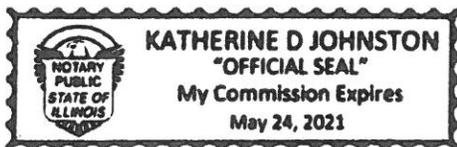
Frederic P. Miller

Applicant(s)

Applicant(s)

Subscribed and sworn to before me this 8th day of May, 2018

Katherine D Johnston
Notary Public



ORDINANCE NO. 2579

**AN ORDINANCE
AMENDING THE OFFICIAL ZONING MAP
(815 W. Champaign Avenue, AKA 850 Broadmeadow Road)**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 10th day of July, 2018, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. 2579

**AN ORDINANCE
AMENDING THE OFFICIAL ZONING MAP
(815 W. Champaign Avenue, AKA 850 Broadmeadow Road)**

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

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

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

WHEREAS, Shields Family Development, LLC, as owner, has filed with the Commission a request for a change in zoning classification from the AG Agriculture District to the C-2 General Commercial District (the “**Requested Zoning Change**”) for the parcel of real estate located generally at 815 W. Champaign Avenue, AKA 850 Broadmeadow Road, within the Village, more particularly described as follows (the “**Parcel**”):

Part of the Northeast Quarter of Section 4, Township 2 North, Range 9 East of the Third Principal Meridian, situated in the Village of Rantoul, Champaign County, Illinois, containing 3.59 acres, more or less;

and

WHEREAS, notices of a public hearing (the “**Notices**”) to be held at 6:00 p.m., on Monday, June 25, 2018, in the Village of Rantoul Municipal Building, 333 S. Tanner Street, Rantoul, Illinois on the Requested Zoning Change was (i) published once in the Rantoul Press, a newspaper of general circulation within Village, on May 30, 2018; (ii) mailed to the last known taxpayers of record adjacent to or within 250 feet of the Parcel on June 7, 2018, and (iii) posted with a sign on the Parcel on June 8, 2018, all such dates being not more than thirty (30) days nor less than fifteen (15) days before the date of such public hearing; and

WHEREAS, on June 25, 2018, at the time and place specified in the Notices, the Commission held and conducted the public hearing on the Requested Zoning Change, during which public hearing any person appearing at such public hearing and wishing to be heard or to otherwise communicate in writing concerning the Requested Zoning Change was permitted to do so by the Commission before final adjournment of such public hearing in connection with such Requested Zoning Change; and

WHEREAS, after hearing all testimony, receiving such written reports and other documentation related to the Requested Zoning Change and following a full and complete discussion of the Requested Zoning Change, the Commission, by an affirmative vote of 5-0, made and forwarded its recommendation to the Corporate Authorities that the change in zoning classification as requested in the Requested Zoning Change be approved, and the Commission thereafter adjourned its meeting of June 25, 2018 in connection with the Requested Zoning Change; and

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

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

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

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

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

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

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

PASSED this 10th day of July, 2018.

Village Clerk

APPROVED this 10th day of July, 2018.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
--------------------	-----------------------------------

ITEM: Construction Engineering Services with Burns & McDonnell for the N. Tanner Railroad Water Main Replacement	DEPARTMENT: Public Works
---	---------------------------------

AGENDA SECTION:	AMOUNT: \$12,794.00 (Not-to-Exceed)
------------------------	--

ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: June 20, 2018
--	----------------------------

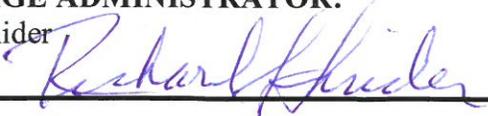
SUMMARY HIGHLIGHTS:

This Agenda Item provides for an engineering service agreement with Burns & McDonnell to provide the construction engineering (CE) services for the N. Tanner Railroad Water Main Replacement project. This project consists of the installation of a twelve inch (12”) casing pipe with a new four inch (4”) ductile water main along N. Tanner Street near Letchworth. This work replaces a water main which failed under the Canadian National (CN) railroad spur and reestablishes this neighborhood’s looped system.

The design engineering was performed by Burns & McDonnell and it is recommended that their services be utilized for the bidding & construction engineering phases of this project in the not-to-exceed amount of \$12,794.00. Total funding in the amount of \$144,000.00 is provided through the Community Development Block Grant (CDBG) budget to support both the engineering and construction.

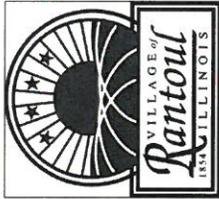
Advertising for construction is underway (began June 27th) with bids due on July 11, 2018. If competitive pricing is received, it is the intent to request project award at the July 17, 2018 Board meeting. This will allow for a summer 2018 construction schedule.

RECOMMENDED ACTION: Authorize an engineering service agreement with Burns & McDonnell to provide the construction engineering (CE) services for the N. Tanner Railroad Water Main Replacement project in the not-to-exceed amount of \$12,794.00.

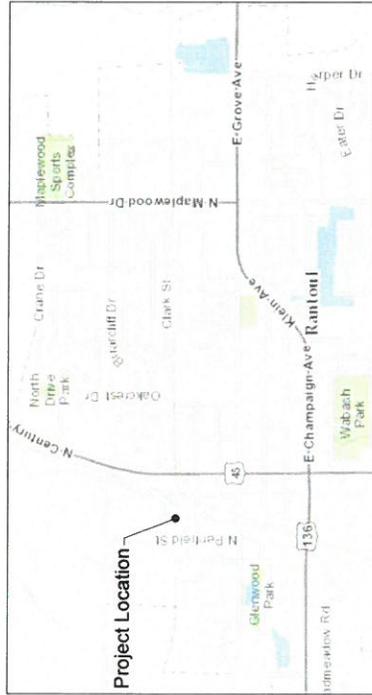
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: Rick Snider 
--	---

AGENDA PAGE NUMBER:

Village of Rantoul



Railroad Watermain Replacement



Contract Drawings

DWG. NO. 80541
 TITLE
 COVER INDEX
 GENERAL NOTES
 LEGEND AND DETAILS

October 2014
 80541

Joseph M. Darrington
 Civil Engineer
 DEC-200801

no.	date	by	chkd	description



BURNS & MCDONNELL
 1431 OPIUS PLACE SUITE 400
 DOWNER GROVE, IL 60515
 LICENSEE NO. 184,001,310

**PRELIMINARY - NOT
 FOR CONSTRUCTION**



June 1, 2018

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

Re: Proposal for Railroad Water Main Replacement
Bid Phase & Part-Time Construction Engineering Services

Dear Mr. Hazel:

Burns & McDonnell Engineering Co., Inc. is pleased to submit this proposal to the Village of Rantoul, Illinois (Village) to provide bid phase and part-time construction engineering services for the Railroad Water Main Replacement project.

BACKGROUND

A 4-inch diameter water main broke under an east-west rail spur owned by Canadian National Railroad near the intersection of Letchworth Avenue and Tanner Street. The Village installed valves on the north and south sides of the rail spur in 2014 that allow the broken section of water main to be isolated, but the water main needs to be replaced. Burns & McDonnell provided design engineering services to the Village under an agreement executed on August 14, 2014. We understand that the Village is intending to construct the improvements in summer 2018. This proposal is to provide bid phase and part-time construction engineering services during construction.

SCOPE OF SERVICES

Task 1 – Bid Phase Support

Activities provided as part of this task include:

- Providing bid documents: Electronic copies of the final issued for bid documents will be made available to prospective bidders in Adobe ® PDF format for a nominal fee. Bidders will be allowed to purchase hard copies of the documents at printing cost.
- Bid assistance: Burns & McDonnell will provide bidding assistance including receiving bidder questions and requests for clarification, responding to questions in writing and preparation of addenda as necessary.
- Bid review and recommendation: We will review bids for completeness, develop and review bid tabulation, and make a recommendation for contract award.
- Contract preparation: We will assist the Village in preparation and execution of the contracts.



G. Gregory Hazel, P.E.
Village of Rantoul
June 1, 2018
Page 2

Task 2 – Construction Administration

Activities provided as part of this task include:

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

Task 2 – Resident Engineering

Activities provided as part of this task include:

- Resident Engineering:
 - Burns & McDonnell will provide part-time construction observation and inspection services for the project. Our services will consist of providing one on-site Construction Inspector, responsible for observing the work for conformance with the Contract Construction Documents. Photo documentation will be provided as part of these services.
 - This proposal is based on providing these services on a part-time basis. The project is estimated to take approximately 20 working days (4 weeks) to complete. We will provide eight (8) hours per day, one (1) day per week for a total of 4 visits during construction. We have budgeted 32 hours for these services.
- Contract Closeout: Burns & McDonnell will close out the contract following completion of the project. Our services will consist of one site inspection after substantial completion, developing a project punch list, and one final site inspection with the Village and Contractor.
- Conforming to Construction Drawings: Burns & McDonnell will incorporate "red-line" records from the Contractor into the project drawing files and provide a set of Conforming to Construction Drawings in electronic format to the Village.



G. Gregory Hazel, P.E.
Village of Rantoul
June 1, 2018
Page 3

COMPENSATION

Burns & McDonnell proposes to complete the scope of services included in this proposal on a time-and-materials basis for a fee of \$12,794.00 in accordance with the attached rate sheet.

GENERAL CONSIDERATIONS

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

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

Sincerely,
BURNS & MCDONNELL ENGINEERING CO., INC.

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

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

A handwritten signature in black ink that reads "Joseph M. Darlington" in a cursive style.

Joseph M. Darlington, P.E.
Project Manager

JMD/jmd



G. Gregory Hazel, P.E.
Village of Rantoul
June 1, 2018
Page 4

**PROJECT: RAILROAD WATER MAIN REPLACEMENT
BID PHASE & PART-TIME CONSTRUCTION
ENGINEERING SERVICES**

Client: Village of Rantoul

Signature: _____

Title: _____

Date: _____

Schedule of Hourly Professional Service Billing Rates

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

NOTES:

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

**Village of Rantoul
Railroad Water Main Replacement
Estimated Fees for Part-Time Construction Engineering Services
June 1, 2018**

Task Description	Project Manager (12)	Staff Engineer (10)	Project Technician (7)	Expenses	Task Total
Task 1 - Bid Phase Support					\$ 1,904
Provide Bid Documents			4		\$ 328
Bid Assistance	4				\$ 624
Bid Review & Recommendation	4				\$ 624
Contract Preparation			4		\$ 328
Task 2 - Construction Administration					\$ 2,424
Preconstruction Meeting	2	8			\$ 1,368
Submittal Review		4			\$ 528
Contract Administration		4			\$ 528
Task 3 - Part-Time Resident Engineering					\$ 8,466
Construction Observation *		32		\$ 300	\$ 4,524
Contract Close-out (Punch List)		16		\$ 150	\$ 2,262
Conforming to Construction Drawings	4	8			\$ 1,680

Total hours	14	72	8		
Hourly Billing Rate	<u>\$156</u>	<u>\$132</u>	<u>\$82</u>		
Subtotals	\$2,184	\$9,504	\$656	\$ 450	\$12,794

* Based on providing part-time support for eight (8) hours per day, one day per week, for a total of 4 working days.

Total Hours	94
Total Fee	\$ 12,794

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Railroad Water Main Bid Phase & Part-Time Construction Engineering Services
Client: Village of Rantoul, Illinois

Date of Letter, Proposal, or Agreement: June 1, 2018

1. SCOPE OF SERVICES

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

2. PAYMENTS TO BMcD

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

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

3. INSURANCE

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

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

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

4. INDEMNIFICATION

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

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

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

5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

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

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

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

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

6. PERIOD OF SERVICE AND SCHEDULE

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

7. COMPUTER PROGRAMS OR MODELS

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

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

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

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

9. DOCUMENTS

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

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary

(continued on reverse side)

rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

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

11. POLLUTION

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

12. ON-SITE SERVICES

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

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

13. CHANGES

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

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services

for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

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

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

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

16. WITNESS FEES

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

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

17. CONTROLLING LAW AND VENUE

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

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

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

19. ENTIRE CONTRACT

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

20. SEVERABILITY

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

- END -

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF

ITEM: Realtor Agreement with Coldwell Banker Devonshire Realty Update	DEPARTMENT: Public Works - Airport & EDC
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: June 21, 2018
<p>SUMMARY HIGHLIGHTS: This Agenda item updates the list of Village buildings / properties included in the Realtor Listing Agreement with Coldwell Banker Devonshire Realty for the marketing (lease and/or sale) of various Airport and Economic Development Conveyance (EDC) properties. An extension of the agreement was approved in January 2018 and an amendment was approved in April 2018.</p> <p>The Airport properties listed for lease and/or sale include the following: Building 26, Building 20 (AT&T), Building 96 (Jackson Hall), Hangar 1, Hangar 2 & Hangar 3 <i>The proposed changes include the following:</i></p> <ul style="list-style-type: none"> • <i>Include Building 62 (501 Condit) and Building 61 (505 Condit) into the agreement as "sell/lease" properties.</i> <p>The EDC property listed for lease and/or sale include the following: Building 68 (Rantoul Business Center)</p> <ul style="list-style-type: none"> • <i>No changes proposed.</i> <p>The attached map identifies the various building locations. This agreement will be commission-fee based and will continue through February 28, 2019.</p>	
RECOMMENDED ACTION: Authorize an update of the Village buildings/properties included in the Realtor Listing Agreement with Coldwell Banker Devonshire Realty for the marketing (lease and/or sale) of various Airport and Economic Development Conveyance (EDC) properties.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. Eric Vences	VILLAGE ADMINISTRATOR: Rick Snider
AGENDA PAGE NUMBER:	



**COLDWELL BANKER COMMERCIAL
DEVONSHIRE REALTY**

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

June 20, 2018

Charles Smith
c/o Eric Vences

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

RE: See Exhibit A

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

LISTING AGREEMENT EXTENSION AND/OR PRICE/STATUS CHANGE

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

- That the term of said Listing Agreement be extended to and including _____.
- That the listed price of _____ be changed to read _____.
- Other Changes **See Exhibit A.**

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

Dated this ____ day of _____, 2018.

COLDWELL BANKER COMMERCIAL DEVONSHIRE REALTY



Broker

Owner

Owner

Exhibit A

Building Name	Address	PIN	Size (SF)	Occupied	Disposition	Price
Building 96	906 Eagle Dr.	Part of 20-09-11-100-001	84,200	N/A	Sell/Lease	
Building 26	1008 Aviation Rd	Part of 20-09-11-100-001	1,848	N/A	Sell	
Building 20 Rantoul Business Center	1 Aviation Center Dr. 601 S. Century Blvd.	Part of 20-09-11-100-001 Part of 20-09-02-300-011	45,530 106,168	1 st Floor Leased Partially Leased	Sell/Lease Sell/Lease	
Hangar 1	735 Pacesetter Dr.	Part of 20-09-02-300-011	270,000	Partially Leased	Sell/Lease	
Hangar 2	801 Pacesetter Dr.	Part of 20-09-02-300-011	100,000	Partially Leased	Sell/Lease	
Hangar 3	909 Pacesetter Dr.	Part of 20-09-11-100-001	218,000	Partially Leased	Sell/Lease	
Building 61 & 62	501 & 505 Condit Dr.	Part of 20-09-02-300-015	24,140 Each	N/A	Sell/Lease	

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM PAGE 1 OF

ITEM: Realtor Agreement with Coldwell Banker Devonshire Realty DEPARTMENT: Public Works - Airport & EDC

AGENDA SECTION: AMOUNT:

ATTACHMENTS: DATE: April 10, 2018
() ORDINANCE
() RESOLUTION
(X) OTHER (See Summary Highlights)
(X) SUPPORTING DOCUMENTS

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

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

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

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

- No changes proposed.

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

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

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

AGENDA PAGE NUMBER:



**COLDWELL BANKER COMMERCIAL
DEVONSHIRE REALTY**

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

April 6, 2018

Charles Smith
c/o Eric Vences

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

RE: See Exhibit A

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

LISTING AGREEMENT EXTENSION AND/OR PRICE/STATUS CHANGE

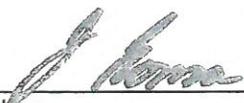
I/we the undersigned Owner/Owners of the property described above, listed for sale or lease through Coldwell Banker Commercial Devonshire Realty, do hereby request:

- That the term of said Listing Agreement be extended to and including _____.
- That the listed price of _____ be changed to read _____.
- Other Changes **See Exhibit A.**

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

Dated this _____ day of _____, 2018.

COLDWELL BANKER COMMERCIAL DEVONSHIRE REALTY



Broker

Owner

Owner

Exhibit A

Building Name	Address	PIN	Size (SF)	Occupied	Disposition	Price
Building 96	906 Eagle Dr.	Part of 20-09-11-100-001	84,200	N/A	Sell/Lease	
Building 26	1008 Aviation Rd	Part of 20-09-11-100-001	1,848	N/A	Sell	
Building 20 Rantoul Business Center	1 Aviation Center Dr. 601 S. Century Blvd.	Part of 20-09-11-100-001 Part of 20-09-02-300-011	45,530 106,168	1 st Floor Leased Partially Leased	Sell/Lease Sell/Lease	
Hangar 1	735 Pacesetter Dr.	Part of 20-09-02-300-011	270,000	Partially Leased	Sell/Lease	
Hangar 2	801 Pacesetter Dr.	Part of 20-09-02-300-011	100,000	Partially Leased	Sell/Lease	
Hangar 3	909 Pacesetter Dr.	Part of 20-09-11-100-001	218,000	Partially Leased	Sell/Lease	

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

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



**COLDWELL BANKER COMMERCIAL
DEVONSHIRE REALTY**

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

January 3, 2018

Charles Smith
c/o Eric Vences

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

RE: See Exhibit A

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

LISTING AGREEMENT EXTENSION AND/OR PRICE/STATUS CHANGE

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

- That the term of said Listing Agreement be extended to and including **February 28, 2019.**
- That the listed price of _____ be changed to read _____.
- Other Changes In the event building 43 (601 Galaxy) transfers to buyer, building will be removed from list on 2/28/18 or upon sale.

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

Dated this _____ day of _____, 2018.

COLDWELL BANKER COMMERCIAL DEVONSHIRE REALTY



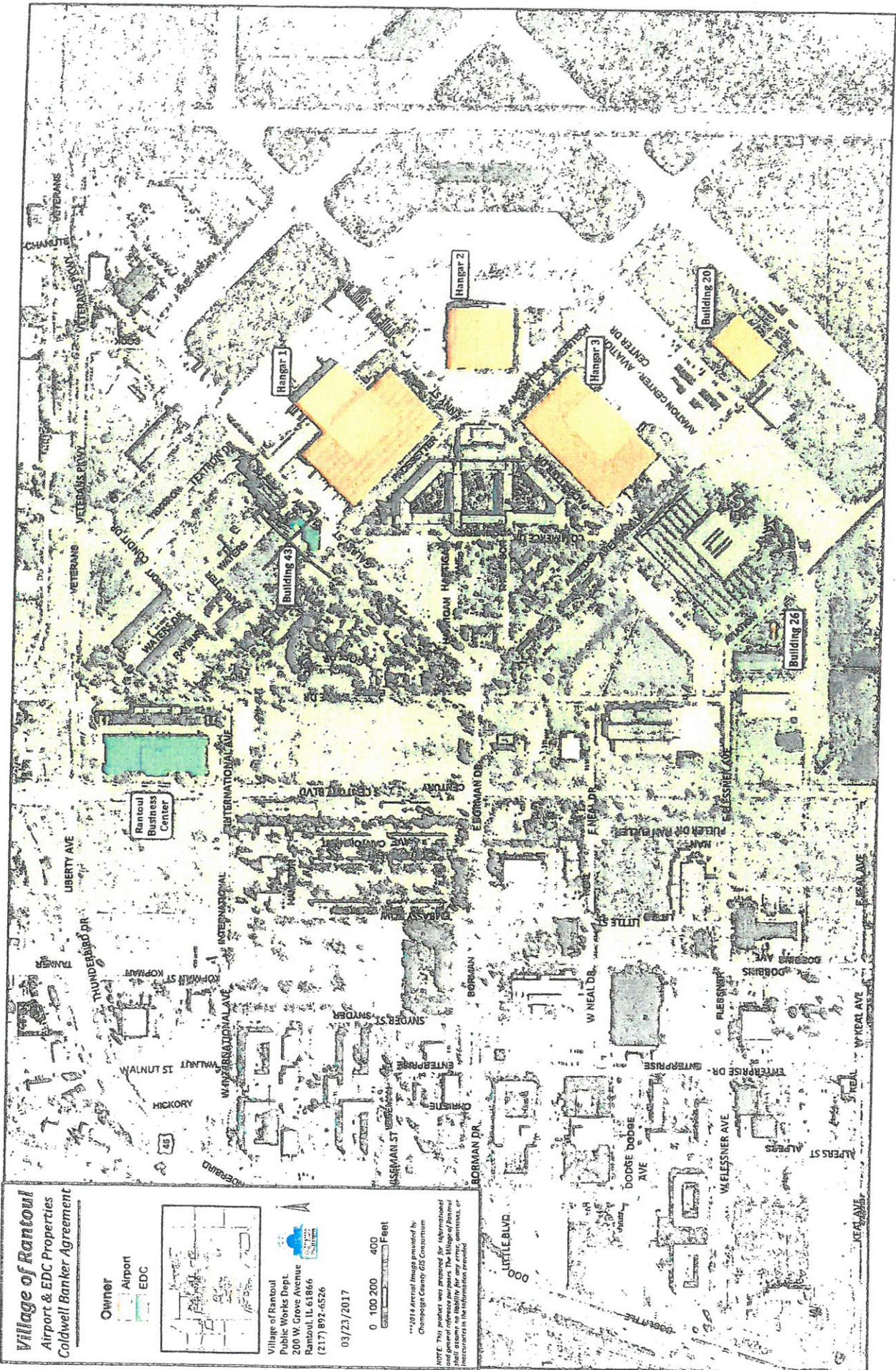
Broker

Owner

Owner

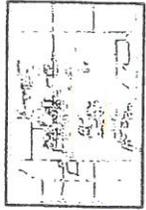
Exhibit A

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



Village of Rantoul
 Airport & EDC Properties
 Coldwell Banker Agreement

- Owner**
- Airport
 - EDC



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

03/23/2017

0 100 200 400 Feet

©2018 Aerial Image provided by
 Chemung County GIS Consortium

NOTE: This product was prepared for informational purposes only. The information is not intended to be used as a basis for any legal action or liability for any errors, omissions, or inaccuracies in the information provided.

REFERENCE

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

PAGE 1 OF 8

ITEM: Coldwell Banker Devonshire Realty - Agreement	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: March 23, 2017
SUMMARY HIGHLIGHTS: This Agenda item provides for a Listing Agreement with Coldwell Banker Devonshire Realty to market for lease and/or sale, various Airport and Economic Development Conveyance (EDC) properties. A previous agreement has been in place but formally expired at the end of February 2017. The Airport properties listed for lease and/or sale include the following: Building 26, Building 20 (AT&T 2 nd Floor), Hangar 1, Hangar 2, and Hangar 3 The EDC property listed for lease and/or sale include the following: Building 68 (Rantoul Business Center- RBC). The attached map identifies the various building locations. This agreement will be commission-fee based and will extend through February 28, 2018.	
RECOMMENDED ACTION: Authorize the approval of a Listing Agreement with Coldwell Banker Devonshire Realty for the marketing for lease and/or sale of various Village Airport & Economic Development Conveyance (EDC) properties.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR:
AGENDA PAGE NUMBER:	

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



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

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

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

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

PROPERTY ADDRESS: See Appendix A

PROPERTY TAX IDENTIFICATION NUMBER: See Appendix A

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

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

1. **LISTING TERM:** This Agreement shall become effective upon the date of execution and will terminate on the 28th day of February, 2018.
2. **COMMISSION:** In the event the Broker produces a buyer who is ready, willing and able to purchase the Property on the terms provided, or if a contract to purchase the Property is executed by the Owner and a buyer through the services and efforts of Broker or during the term of this Agreement, or if Owner contributes or conveys the Property to a partnership, joint venture or other business entity, or if Owner is a corporation, partnership or other business entity and an interest in said business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of the sale of the Property, then, without incurring commission to another broker, Owner shall pay Broker a commission of six percent (6%) of the gross purchase price, which commission shall be paid at the time Owner and buyer (successors and assigns) close on the Property or interest and title to the Property or an interest in the Property is transferred.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **OWNER'S COVENANTS:** Owner agrees to cooperate with Broker, its agents and cooperating brokers fully with respect to Broker's efforts to market and sell the Property. Owner agrees to refer to Broker all inquiries received relating to the sale of the Property and to conduct all negotiations with prospective buyers of the Property through Broker. Owner further agrees to furnish Broker any information concerning the Property as Broker may reasonably request from time to time. The Owner represents and warrants that it is either the owner of the Property, the beneficiary under the land trust that owns the Property or is the authorized agent of the Owner who has the power and authority to enter into this Contract on behalf of the legal or beneficial owner of the Property.

11. **CONDITION OF PROPERTY:** Broker is not charged with the custody of the Property, nor its management, upkeep or repair. Owner understands that the information furnished by Owner to Broker will be used to advertise Owner's property to the public and it is necessary that the information is accurate. Owner acknowledges that Owner may be liable to a buyer for any latent or hidden undisclosed defects in the Property that are known to Owner and not disclosed to a buyer. Owner agrees to disclose to Broker and prospective buyers all information that Owner has or may obtain regarding the Property. Broker is authorized to disclose all such information to prospective buyers. Owner agrees to indemnify and save harmless Broker and its officers, employees and agents against any and all actions, claims, damages and liabilities (a) relating to the condition of the Property; (b) pertaining to the presence and location of asbestos, PCB transformers, underground storage tanks and any hazardous or contaminated

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

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

12. **INDEMNIFICATION**: Owner agrees to indemnify, defend and hold Broker and its sales agents harmless from any and all claims, disputes, litigation, judgments, and costs (including reasonable attorney's fees) arising from Owner's breach of this Agreement, from any incorrect information or misrepresentation supplied by Owner to Broker or from any material facts, including latent defects, that are known to Owner and that Owner fails to disclose to Broker or any of its sales agents.
13. **MARKETING**: Owners authorizes Broker to place and remove listing signs on or from the Property and to advertise and photograph the same and use such photographs in the negotiations of the sale. Owner further authorizes Broker and or cooperating brokers to conduct showings of the Property and grants Broker and or cooperating brokers access to the Property to show the same at reasonable hours.
14. **OWNER DEFAULT**: In the event Owner fails to perform Owner's obligations under this Agreement and if it becomes necessary for Broker to retain an attorney or initiate any legal proceedings in order to secure conformance with this Agreement, then in addition to all other sums Broker may be entitled to recover, Broker shall also be entitled to recover court costs, reasonable attorney fees, pre-judgment and post-judgment interest and all other costs incurred by Broker in connection therewith. Owner acknowledges that Broker shall have all rights granted to Brokers under the Illinois Commercial Real Estate Broker Lien Act.
15. **EARNEST MONEY**: Earnest money deposited by a prospective buyer shall be held in escrow until closing with the Escrowee allowed to retain expenses incurred for Owner and to pay the earnest money into court in the event of a dispute. IN THE EVENT THAT OWNER RETAINS THE EARNEST MONEY, OR ANY PART THEREOF AS A RESULT OF THE PROSPECTIVE TENANTS DEFAULT, THEN BROKER IS ENTITLED TO ONE-HALF (1/2) OF THE AMOUNT OWNER RECEIVES LESS ANY EXPENSES OR LOSSES OWNER MAY HAVE AS A RESULT OF THE TENANT DEFAULT.
16. **NONDISCRIMINATION**: THE PARTIES ACKNOWLEDGE THAT IT IS ILLEGAL FOR EITHER OWNER OR BROKER TO REFUSE TO DISPLAY OR SELL THE PROPERTY TO ANY PERSON BECAUSE OF HIS RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, OR PHYSICAL DISABILITY.
17. **AMENDMENTS IN WRITING**: No amendment or alterations in the terms of this Agreement will be valid or binding unless made in writing and signed by Owner and Broker.
18. **ACKNOWLEDGMENT**: All persons signing below have read and understand this Agreement.
19. **BINDING EFFECT**: This Agreement shall be binding upon the heirs, successors, administrators and assigns of the parties hereto.
20. **GOVERNING LAW**: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

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

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

OWNER:

By: _____
Name: _____
Title: _____
Phone: _____
Fax: _____
Dated: _____
E-mail: _____

BROKER:

By: _____
Name: AJ Thoma III, CCIM
Title: Broker
Phone: 217-403-3425
Fax: 217-403-3440
Dated: _____
E-mail: ajt@cbcdr.com

Appendix A

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

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

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE <u> </u> OF <u> </u>
--------------------	---

ITEM: Construction Contract with Feutz Contractors, Inc. for the S. Murray Road/Chandler Road Box Culvert Replacement	DEPARTMENT: Public Works
--	---------------------------------

AGENDA SECTION:	AMOUNT: <u>\$321,847.80 – Total</u> \$306,521.80 – Base Bid \$15,326.00 – Contingency (5%)
------------------------	---

ATTACHMENTS: <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: June 29, 2018
---	----------------------------

SUMMARY HIGHLIGHTS:

This Agenda Item provides for a Construction Agreement with Feutz Contractors Inc., for the S. Murray Road/Chandler Road Box Culvert Replacement project. This project is generally described as the furnishing and installing of all materials, labor and equipment required for the replacement of the box culvert. The culvert has deteriorated and is in need of replacement and extended to provide adequate room for proper turning movements at the intersection.

The Village’s jurisdiction includes approximately 4.5 miles of oil and chip roads, many of which have exceeded their service life and are in need of repair or extensive maintenance. Along with the culvert replacement, pricing for roadway maintenance has been included in the plans.

The project was advertised and bids were received on June 27, 2018, with Feutz Contractors, Inc. providing the apparent low bid of \$306,521.80. A copy of the bid tabulation is provided for reference. A contingency fund in the amount of \$15,326.00 to address unforeseen conditions when replacing the box culvert and for any variation in pavement materials quantities is requested.

This project was included in the FY19 Budget with final funding from storm water and local motor fuel tax funds in the amount of \$130,000.00. To complete the needed work, it is proposed to utilize reserve dollars from the local motor fuel tax.

RECOMMENDED ACTION: Authorize approval of a Construction Contract with Feutz Contractors, Inc. in the amount of \$306,521.80, with a contingency fund of \$15,326.00, for the S. Murray Road/Chandler Road Box Culvert Replacement project.

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

AGENDA PAGE NUMBER:

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE ____ OF ____
--------------------	--------------------------

ITEM: Construction Contract for the S. Murray Road/Chandler Road Box Culvert Replacement	DEPARTMENT: Public Works
---	---------------------------------

AGENDA SECTION:	AMOUNT: Bids Due June 27, 2018
------------------------	---------------------------------------

ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: June 25, 2018
--	----------------------------

SUMMARY HIGHLIGHTS:

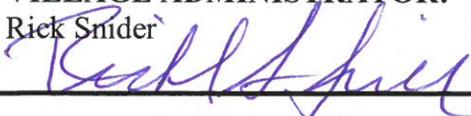
This Agenda Item provides for a Construction Agreement for the S. Murray Road/Chandler Road Box Culvert Replacement project. This project is generally described as the furnishing and installing of all materials, labor and equipment required for the replacement of the box culvert. The culvert has deteriorated and is in need of replacement and extended to provide adequate room for proper turning movements at the intersection.

The Village's jurisdiction includes approximately 4.5 miles of oil and chip roads, many of which have exceeded their service life and are in need of repair or extensive maintenance. Along with the culvert replacement, pricing for roadway maintenance has been included in the plans.

Advertising for construction is underway with bids due on June 27, 2018. If competitive pricing is received, it is the intent to request contract award at the July 17, 2018 Board meeting. This will allow for a summer 2018 construction schedule.

This project was included in the FY19 Budget and will be supported through storm water funds and local motor fuel tax funds.

RECOMMENDED ACTION: Authorize approval of a Construction Contract with the lowest responsive, responsible bidder for the S Murray Road/Chandler Road Box Culvert Replacement project.

DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: Rick Smider 
--	---

AGENDA PAGE NUMBER:

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

June 28, 2018

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

**RE: Bid Opening
Murray Road/Chandler Road Box Culvert
Fehr Graham Project No. 18-290**

Dear Mr. Hazel,

This bid recommendation letter regards the bids opened for the Murray Road/Chandler Road Box Culvert project.

The Village received three bids:

Feutz Contractors, Inc. - Paris, IL	\$306,521.80
Cross Construction - Urbana, IL	\$354,366.39
Mid-Illinois Concrete & Excavation - Urbana, IL	\$396,227.00

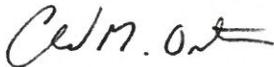
Feutz Contractors was the apparent low bidder. Based on our experience and review of their submitted bid, we judge Feutz Contractors to be a responsible and responsive bidder.

The lowest responsible responsive bid is therefore judged to be by Feutz Contractors in the amount of \$306,521.80. The Estimate of Cost provided to the Village by Fehr Graham prior to the bid opening indicated a construction cost of \$350,216.00.

Based on the above information and the fact that the low bid was below the Estimate of Cost, Fehr Graham recommends that the Village of Rantoul award the project to Feutz Contractors.

If there are any questions regarding our recommendation please feel free to contact me at 217-352-7688 or costerbur@fehr-graham.com.

Sincerely,



Chad M. Osterbur, PE, PLS
Project Engineer

CMO:lmb

Enclosures

O:\Rantoul, Village of\18-290 Murry-Chandler Box Culvert\Bidding\Bid Results\2018-06-28 Bid Recommendation Letter.docx

June 27, 2018 2:00 PM

NAME	FIRM	CONTACT INFO
------	------	--------------

Greg Hazel	VILLAGE OF RANTOUL	217-892-6526 g-hazel@myrantoul.com
------------	--------------------	---------------------------------------

Paige Weaver	mid IL concrete	jswanson@midilconcrete.com
--------------	-----------------	----------------------------

Craig Loschen	Cross Construction	217-367-3524 claschen@crossconstructioncorp.
---------------	--------------------	---

BRAD STROTHER	FOUTZ	brad@foutz.us (217) 304-6300
---------------	-------	------------------------------

Jake McCoy	Village of Rantoul	
------------	--------------------	--

BID TABULATION

PROJECT: Murray Road Box Culvert Project

OWNER: Village of Rantoul

By: Public Works Department - Bid Opening June 27, 2018 @ 2:00PM

Bidder	Total
Fertz Contractors. 1:47pm	\$ 306,521. ⁸⁰
Mid - Illinois	\$ 396,227.00
Cross Construction	354,366.39
Eng Est	\$ 350,216.00

As-Read



Tabulation of Bids

Local Public Agency: Village of Rantoul
 County: Champaign
 Section: 18-00101-00-PV
 Estimate: 350,216.00

Date: 27-Jun-18
 Time: 2:00 PM

Appropriation:

Attended By: _____

Item No.	Item	Quantity	Unit	Delivery	Name of Bidder:		Cross Construction		Mid-Illinois Concrete & Excavation		
					Address of Bidder:	1120 N Main Street PO Box 130 Paris, IL 61944	3615 N Countryview Rd Urbana, IL 61802	1801 E University Ave Urbana, IL 61802			
					Proposal Guarantee:		Cross Construction		Mid-Illinois Concrete & Excavation		
					Terms:		BID BOND		BID BOND		
					Approved Engineer's Estimate		BID BOND		BID BOND		
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
20800150	TRENCH BACKFILL	3	CU YD			38.00000	\$ 114.00	47.2400	\$ 141.72	80.0000	\$ 240.00
21001000	GEO-TECHNICAL FABRIC FOR GROUND STABILIZATION	170	SQ YD			2.50000	\$ 425.00	8.6100	\$ 1,463.70	8.0000	\$ 1,360.00
21400100	GRADING AND SHAPING DITCHES	212	FOOT			5.30000	\$ 1,128.60	12.8600	\$ 2,599.12	35.0000	\$ 7,420.00
25000200	SEEDING, CLASS 2	0.25	ACRE			7.00000000	\$ 1,750.00	7,150.0000	\$ 1,787.50	5.00000000	\$ 1,250.00
25000400	NITROGEN FERTILIZER NUTRIENT	20	POUND			5.0000	\$ 100.00	1.2700	\$ 25.40	5.0000	\$ 100.00
25000500	PHOSPHORUS FERTILIZER NUTRIENT	20	POUND			5.0000	\$ 100.00	1.2700	\$ 25.40	5.0000	\$ 100.00
25000600	POTASSIUM FERTILIZER NUTRIENT	20	POUND			5.0000	\$ 100.00	1.2700	\$ 25.40	5.0000	\$ 100.00
25100115	MULCH, METHOD 2	0.25	ACRE			3,000.0000	\$ 750.00	6,380.0000	\$ 1,595.00	2,500.0000	\$ 625.00
28000250	TEMPORARY EROSION CONTROL SEEDING	30	POUND			20.0000	\$ 600.00	21.7000	\$ 651.00	20.0000	\$ 600.00
28000500	INLET AND PIPE PROTECTION	4	EACH			500.0000	\$ 2,000.00	202.4400	\$ 809.76	600.0000	\$ 2,400.00
28100707	STONE DUMPED RIPRAP, CLASS A4	135	SQ YD			85.0000	\$ 11,475.00	56.0000	\$ 7,202.25	65.0000	\$ 8,775.00
28200200	FILTER FABRIC	135	SQ YD			4.0000	\$ 540.00	10.3600	\$ 1,388.60	5.0000	\$ 675.00
35101400	AGGREGATE BASE COURSE, TYPE B	202	TON			30.0000	\$ 6,060.00	37.9200	\$ 7,659.84	45.0000	\$ 9,090.00
35800100	PREPARATION OF BASE	225	SQ YD			10.0000	\$ 2,250.00	4.2500	\$ 956.25	18.1300	\$ 4,500.00
35800200	AGGREGATE BASE REPAIR	150	TON			50.0000	\$ 7,500.00	36.0000	\$ 5,400.00	4.079.25	\$ 4,500.00
40300200	BITUMINOUS MATERIALS (PRIME COAT)	11.5	TON			1275.0000	\$ 14,862.50	1,292.5000	\$ 14,863.75	70.0000	\$ 10,500.00
40600400	BITUMINOUS MATERIALS (COVER AND SEAL COAT)	96.3	TON			715.0000	\$ 68,854.50	69,336.00	\$ 74,680.65	840.0000	\$ 80,892.00
40900500	COVER COAT AGGREGATE	104	TON			45.0000	\$ 4,500.00	47.0000	\$ 4,688.00	50.0000	\$ 5,000.00
40900600	SEAL COAT AGGREGATE	616	TON			45.0000	\$ 27,720.00	49.5000	\$ 5,148.00	50.0000	\$ 5,200.00
4090275	BITUMINOUS MATERIALS (PRIME COAT)	1071	POUND			3.0000	\$ 3,213.00	1.5000	\$ 1,606.50	2.0000	\$ 2,142.00
4090290	BITUMINOUS MATERIALS (TACK COAT)	107	POUND			3.0000	\$ 321.00	4.1500	\$ 444.05	5.0000	\$ 555.00
40603060	HOT-MIX ASPHALT BINDER COURSE, IL-18.0, NS0	66	TON			10,050.00	\$ 663,300.00	11,390.00	\$ 683,460.00	200.0000	\$ 13,400.00
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX 'C', NS0	40	TON			175.0000	\$ 7,000.00	235.0000	\$ 9,475.00	275.0000	\$ 11,000.00
44000100	PAVEMENT REMOVAL	97	SQ YD			30.0000	\$ 2,910.00	1,482.16	\$ 14,400.00	14.0000	\$ 1,358.00
48101498	AGGREGATE SHOULDERS, TYPE B 4"	155	SQ YD			50.0000	\$ 7,750.00	15.2100	\$ 2,357.55	20.0000	\$ 3,100.00
50100100	REMOVAL OF EXISTING STRUCTURES	1	EACH			3,000.00	\$ 3,000.00	7,000.00	\$ 7,000.00	14,000.00	\$ 14,000.00
50105220	PIPE CULVERT REMOVAL	28	FOOT			20.0000	\$ 560.00	14.0000	\$ 392.00	5.4800	\$ 153.44
54001001	BOX CULVERT END SECTIONS, CULVERT NO. 1	2	EACH			6,000.0000	\$ 12,000.00	6,011.8500	\$ 12,023.70	8,400.0000	\$ 16,800.00
54011004	PRECAST CONCRETE BOX CULVERTS - 10' X 4'	66	FOOT			900.0000	\$ 59,400.00	39,600.00	\$ 712,680.00	47,036.88	\$ 65,010.00
54214650	CAST-IN-PLACE CONCRETE FLARED END SECTIONS, EQUIVALENT ROUND-SIZE 24"	2	EACH			3,500.0000	\$ 14,000.00	1,584.6200	\$ 3,169.24	2,300.0000	\$ 4,600.00
550A0050	STORM SEWERS, CLASS A, TYPE 1, 12"	68	FOOT			45.0000	\$ 3,060.00	3,060.00	\$ 3,060.00	55.0000	\$ 3,740.00
550A4100	STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE, 24"	43	FOOT			70.0000	\$ 4,900.00	125.0000	\$ 8,750.00	140.0000	\$ 9,800.00
60221100	MANHOLES, TYPE A, 5-DIAMETER, TYPE 1 FRAME, CLOSED LID	1	EACH			3,500.00	\$ 3,500.00	2,815.71	\$ 2,815.71	4,150.0000	\$ 4,150.00
60500050	REMOVING CATCH BASINS	16	FOOT			100.0000	\$ 10,000.00	230.0600	\$ 23,006.00	615.0000	\$ 61,500.00
63200310	GUARDRAIL REMOVAL	1	EACH			1,500.0000	\$ 1,500.00	450.0000	\$ 675.00	1,100.0000	\$ 1,650.00
66700205	PERMANENT SURVEY MARKERS, TYPE 1	1	L SUM			20,000.0000	\$ 20,000.00	16,000.0000	\$ 16,000.00	6,596.0800	\$ 6,596.08
67100100	MOBILIZATION	1	SQ FT			1,050.00	\$ 10,500.00	462.00	\$ 4,620.00	353.01	\$ 3,530.10
72000100	SIGN PANEL - TYPE 1	21	SQ FT			50.0000	\$ 1,050.00	16.8100	\$ 336.21	25.0000	\$ 500.00
72000200	METAL POST - TYPE B	41	FOOT			20.0000	\$ 400.00	27.0000	\$ 540.00	1.107.00	\$ 2,214.00
X032128	MEMBRANE WATERPROOFING FOR BURIED STRUCTURES	100	SO YD			45.0000	\$ 2,025.00	22.0000	\$ 990.00	2,200.00	\$ 9,900.00
X2070304	POROUS GRANULAR EMBANKMENT, SPECIAL	75	CU YD			6,500.00	\$ 48,750.00	6,450.00	\$ 48,375.00	105.0000	\$ 787.50
X7010218	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	14	CAL DAY			7,500.0000	\$ 105,000.00	8,600.00	\$ 128,400.00	12,007.27	\$ 90,053.58
X7015005	CHANGEABLE MESSAGE SIGN	3	EACH			3,000.00	\$ 9,000.00	1,980.00	\$ 5,940.00	2,719.64	\$ 8,158.92
X7240300	SIGN REMOVAL	100	EACH			300.00	\$ 300.00	237.00	\$ 237.00	135.29	\$ 135.29
Z0065010	HOT-MIX ASPHALT FOR PATCHING POTHOLES (COLD MIX)	1	TON			125.0000	\$ 12,500.00	185.0000	\$ 18,500.00	200.0000	\$ 20,000.00
Z0613798	CONSTRUCTION LAYOUT	1	L SUM			5,000.0000	\$ 5,000.00	7,504.5000	\$ 7,504.50	3,300.0000	\$ 3,300.00
Z0622800	FENCE REMOVAL	70	FOOT			100.0000	\$ 7,000.00	8,060.00	\$ 564.20	30.0000	\$ 2,100.00
Total Bid:					As Read:	306,521.80	3,543,366.39	306,521.80	3,543,366.39	396,227.00	3,962,227.00
					As Calculated:						

Village of Rantoul

Oil & Chip
Road Repair

— Oil & Chip Roads

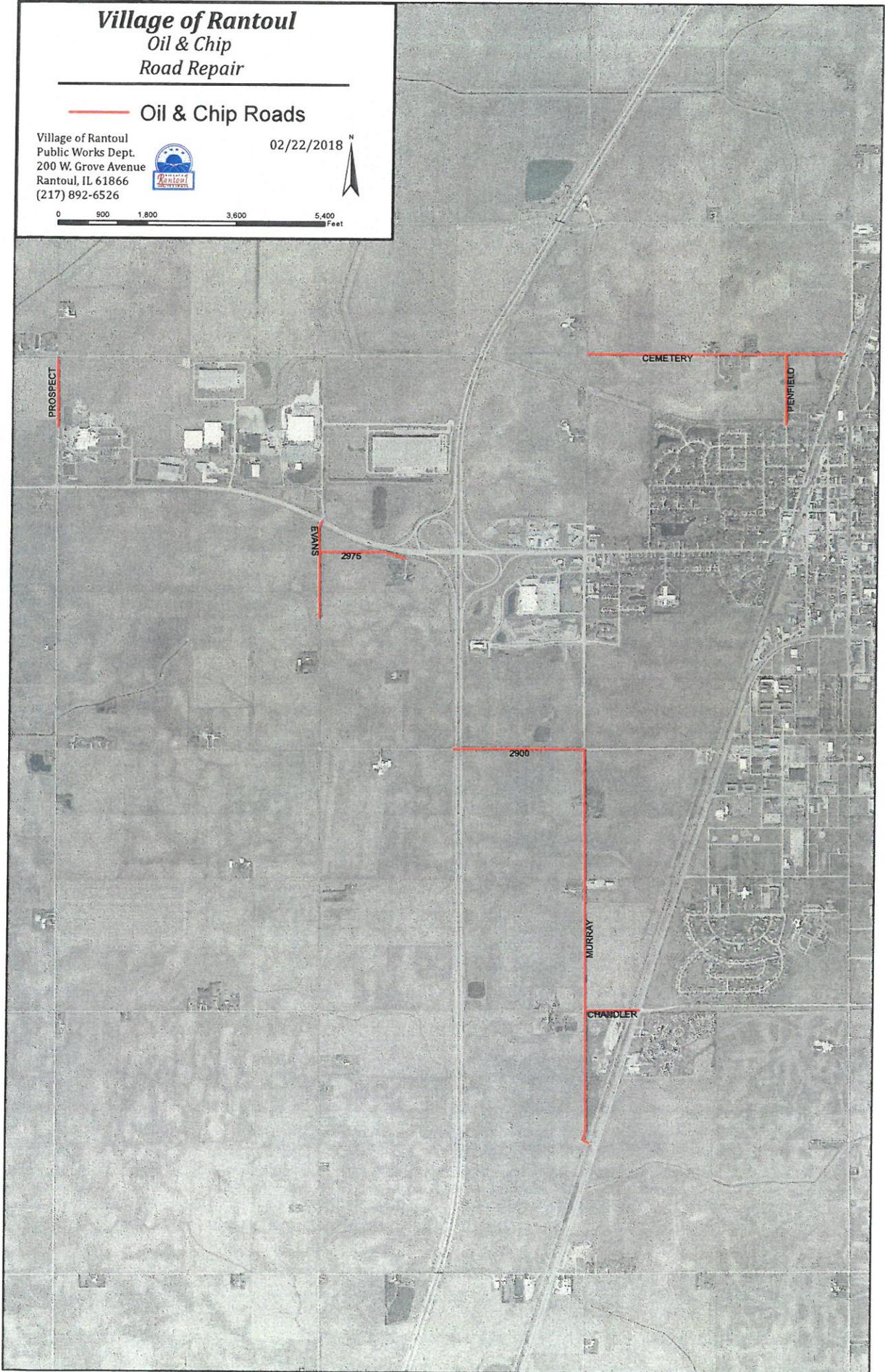
Village of Rantoul
Public Works Dept.
200 W. Grove Avenue
Rantoul, IL 61866
(217) 892-6526



02/22/2018



0 900 1,800 3,600 5,400 Feet



Invitation to Bid
Village of Rantoul – Murray Road/Chandler Road
Bid #VRNTL-18-B-05
Section 18-00101-00-PV

Sealed proposals for the improvements described below will be received at the office of the Village of Rantoul Comptroller, 333 S. Tanner Street, Rantoul, IL 61866 until 1:59 PM on June 27, 2018.

Sealed proposals will be opened and read publicly at the office of the Village of Rantoul Comptroller, 333 S. Tanner Street, Rantoul, IL 61866 at 2:00 PM on June 27, 2018.

This section includes a box culvert replacement and bituminous surface treatment of various roads.

Plans and proposal forms may be obtained electronically from the Village of Rantoul website: www.village.rantoul.il.us.

Prequalification is required. The 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. BLR 12200: Local Public Agency Formal Contract Proposal
- b. BLR 12200a: Schedule of Prices
- c. BLR 12230: Proposal Bid Bond
- d. BLR 12325: Apprenticeship or Training Program Certification
- e. BLR 12326: Affidavit of Illinois Business Office

The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

Bids shall be in a sealed envelope and shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Village of Rantoul Comptroller, 333 S. Tanner Street, Rantoul, IL 61866. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE	OF
--------------------	-------------	-----------

ITEM: Engineering Services to Design the Murray Road/Chandler Road Box Culvert Project	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: \$19,000.00
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: February 23, 2018

SUMMARY HIGHLIGHTS:
This agenda item provides for an engineering service agreement with Fehr Graham to update the plans and specifications for the box culvert reconstruction on S Murray Road (at Chandler Road) along with specifications to oil and chip the Village's perimeter roadways. The original box culvert replacement plans were developed in 1999 by Sodemann and Associates, Inc. (who has since evolved into Fehr Graham), however the project did not move forward to construction. The objective at this time is to update the drawings and specifications to current standards as well as modify the bid documents for complete construction. The existing box culvert is undersized and needs to be extended to provide adequate room for proper turning movements at the intersection. The intersection has become a major safety concern and of the utmost importance to repair.

The Village's jurisdiction includes approximately 4.5 miles of oil and chip roads, many of which have exceeded their service life and are in need of repair or extensive maintenance. In addition to the culvert replacement, it is proposed to include an oil and chip maintenance component to the plans.

This project will be funded by the Village's storm water and local motor fuel tax funds, with funds allocated in FY18 for the design and FY19 for the construction.

RECOMMENDED ACTION: Authorize an engineering service agreement with Fehr Graham in a not-to-exceed amount of \$19,000.00 for the development of plans and specifications for the reconstruction of the Murray Road/Chandler Road Box Culvert Project and for the maintenance of the Village's oil and chip roadways.

DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.	VILLAGE ADMINISTRATOR:
--	-------------------------------

AGENDA PAGE NUMBER:





**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE	OF
ITEM: Engineering Agreement with Burns & McDonnell for the Illinois Circle Area Drainage Study	DEPARTMENT: Public Works	
AGENDA SECTION:	AMOUNT: \$16,000.00	
ATTACHMENTS: (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: June 28, 2018	
<p>SUMMARY HIGHLIGHTS:</p> <p>This Agenda Item provides for an engineering agreement with Burns & McDonnell, Inc. to review and evaluate the storm sewer system in the neighboring areas of Illinois Circle. The Village is seeking to further understand the storm water issues in this area and develop alternatives for potential improvements.</p> <p>In 2016, Burns & McDonnell, Inc. completed an evaluation of the Northview School properties' storm water run-off. The Village is now seeking to build on these findings and expand the evaluation area to include the adjoining neighborhoods. These areas were developed with a limited storm water system which may not adequately collect, detain, and transport today's storm water (especially during heavy rainfall events) away from the area. This review will help better understand these conditions and evaluate potential improvements.</p> <p>This agreement is in the amount of \$16,000.00 and will be funded through the FY19 Storm Water Engineering account (551-1151-430-30-24). The evaluation and report are to be completed within 45 days following approval of the agreement and the issuance of the Purchase Order.</p>		
RECOMMENDED ACTION: Authorize the approval of an engineering agreement with Burns & McDonnell, Inc. in the amount of \$16,000.00 to review and evaluate the storm sewer system in the Illinois Circle area.		
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 	
AGENDA PAGE NUMBER:		

June 27, 2018

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

Re: Proposal for Illinois Circle Area Drainage Study

Dear Mr. Hazel:

Burns & McDonnell Engineering Co., Inc. (Burns & McDonnell) is pleased to submit this proposal to complete an evaluation of the storm sewer system in the Illinois Circle area within the Village of Rantoul, Illinois (Village).

PROJECT UNDERSTANDING

The Village is requesting a drainage study to further understand reported flooding issues and develop alternatives for improvements. The project area is presented in red in below.

Figure 1: Project Area





June 27, 2018
Proposal for Illinois Circle Area Drainage Study
Village of Rantoul
Page 2

We understand that street and overland flooding occurs at several locations within the Illinois Circle area. The Northview Elementary School property has also experienced overland flooding. The Village has also reported that properties near the intersection of Grove Avenue and Sheldon Street have experienced basement backups during rain events. It is suspected that the basement backups may be attributed to infiltration/inflow that enters the sanitary sewer system during rain events.

The objective of the study is to review the capacity of the storm sewer system in the project area to confirm the current level of service and develop alternatives to mitigate flooding.

SCOPE OF SERVICES

The project scope is presented below.

Task 1: Project Management & Data Collection: Subtasks provided as part of this task include:

- A project kick-off conference call will be held prior to initiating work that will include introduction of Project Team personnel and the establishment of lines of communication. It is proposed that the project kick-off conference call be held within one week of receipt of notice to proceed on the project from the Village.
- Acquisition of existing information. Based on a review of the project area we believe that we have much of the existing information needed to complete this Project. We will request that the Village provide us any additional information on the project area during the kick-off conference call; this information will include, but not be limited to, current Village GIS utility information and flooding history.
- Limited field investigation and manhole pipe measurements will be performed as needed in the project area to identify existing utilities, overland flow patterns and obstructions that would affect potential solutions. Two (2) days of field investigation is included in the project.
- One meeting to present the findings and recommendations detailed in the final report to Village Staff.

Task 2: Desktop Hydrologic and Hydraulic Analysis: Burns & McDonnell will perform a desktop hydrologic and hydraulic analysis of the Illinois Circle and Sheldon/Grove intersection area and the storm sewer system directly downstream to determine the existing level of service provided by the sewer system. The existing storm sewer system will be analyzed for the 10-, 25-, and 100-year critical duration storm events. Analysis of off-site tributary areas is not included in the scope of this evaluation.



June 27, 2018
Proposal for Illinois Circle Area Drainage Study
Village of Rantoul
Page 3

Task 3: Development of a Letter Report: Burns & McDonnell will prepare a letter report outlining the findings of the analysis. Proposed alternatives for the 10-year and 25-year critical duration storm events will also be provided. If storm sewer is proposed as an alternative, then a pipe size will be recommended for each corresponding level of protection. If feasible, oversized pipe detention will be considered as an alternative to provide off-site storage. Detention requirements will be developed for the 100-year storm as specified in the Manual of Practice, authorized by the Rantoul Code. A concept exhibit depicting sewer routing and potential detention locations will be provided with the report. An opinion of cost for each level of protection evaluated will also be provided.

COMPENSATION

Burns & McDonnell proposes to complete the project for a lump sum fee of **\$16,000.00**.

SCHEDULE

The work will be completed within 45 calendar days after receipt of written Notice to Proceed.

GENERAL CONSIDERATIONS

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

Should you have any questions or require additional information, please feel free to contact me at rpatchett@burnsmcd.com or (630) 688-0124.

Sincerely,
BURNS & MCDONNELL ENGINEERING CO., INC.

Randall L. Patchett, P.E.

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

June 27, 2018
Proposal for Illinois Circle Area Drainage Study
Village of Rantoul
Page 4

Accepted for the Village of Rantoul, Illinois

(Signature)

(Title)

(Date)

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Illinois Circle Drainage Area Study
Client: Village of Rantoul

Date of Letter, Proposal, or Agreement: June 27, 2018

1. SCOPE OF SERVICES

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

2. PAYMENTS TO BMcD

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

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

3. INSURANCE

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

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

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

4. INDEMNIFICATION

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

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

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

5. PROFESSIONAL RESPONSIBILITY-- LIMITATION OF REMEDIES

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

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

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

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

6. PERIOD OF SERVICE AND SCHEDULE

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

7. COMPUTER PROGRAMS OR MODELS

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

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

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

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

9. DOCUMENTS

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

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary

(continued on reverse side)

rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

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

11. POLLUTION

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

12. ON-SITE SERVICES

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

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

13. CHANGES

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

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services

for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

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

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

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

16. WITNESS FEES

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

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

17. CONTROLLING LAW AND VENUE

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

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

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

19. ENTIRE CONTRACT

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

20. SEVERABILITY

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

- END -



May 16, 2016

Pete Passarelli
Assistant Director of Public Works
Village of Rantoul
200 West Grove Avenue
Rantoul, Illinois 61866

Re: Proposal for Northview Elementary School Drainage Evaluation

Dear Mr. Passarelli:

Burns & McDonnell is pleased to submit this proposal to provide engineering services for the Northview School Drainage Evaluation project. The scope of services provided to the Village of Rantoul (Village) is presented below.

Project Background

Northview Elementary School is located east of Sheldon Street and south of Ryan Park in the Village of Rantoul, Illinois. The school is located on a property of approximately 9.52 acres, highlighted in yellow in Figure 1 below:



Figure 1: Northview Elementary School Location

Pete Passarelli
Village of Rantoul
May 16, 2016
Page 2

Currently, the school property experiences flooding during rainfall events. The property is drained by 12-inch diameter storm sewers on the east side of the property that convey stormwater into the storm sewer system on Illinois Drive. No stormwater detention facilities appear to exist on the school property. The Village suspects the storm sewers are undersized to convey the unrestricted flow from the property.

The objective of the Northview Elementary School Drainage Evaluation is to assess stormwater management options to mitigate the property of its flooding issues. Recommended improvements will be presented. Potential improvements are expected to include options for onsite detention.

Scope of Services

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

Task 1 – Project Management

Activities provided as part of this task include:

- Kickoff Meeting & Site Visit: Prior to performing any work on the project, Burns & McDonnell will request and coordinate a project kick-off meeting with the Village. A site visit to the school property to visually document existing conditions will also be performed.
- Review Meeting: Burns & McDonnell will participate in one (1) meeting to review the results of the project with the Village.

Task 2 – Data Collection and Existing Conditions Evaluation

Activities provided as part of this task include:

- Burns & McDonnell will perform topographic survey of the entire Northview Elementary School parcel to determine site elevations on the parcel.
- Burns & McDonnell will review the Village's stormwater management ordinance and design standards to determine requirements applicable to the school property.

Task 3 – Evaluate Options

Activities provided as part of this task include:

- Based on information gathered, Burns & McDonnell will perform necessary calculations to determine detention volume required.
- Burns & McDonnell will develop up to three (3) conceptual options to improve drainage for the school property without making a negative impact on properties adjacent to or in the vicinity of the school lot.



Pete Passarelli
Village of Rantoul
May 16, 2016
Page 3

Task 4 – Letter Report

Activities provided as part of this task include:

- Presentation of findings, conclusions, and recommendations in a letter report. The report will include a text write-up and figures showing the location of recommended improvements.
- A preliminary Engineer's Opinion of Probable Cost will be developed for the recommended improvements.
- Quality Assurance/Quantity Control – Burns & McDonnell will perform QA/QC review on all deliverable items.

Compensation

Burns & McDonnell proposes to complete the project for a lump sum fee of \$18,400.00.

Schedule

Burns & McDonnell will complete the project within 45 calendar days after receipt of written notice to proceed.

Clarifications

This proposal does not include any detailed design, bidding, or construction services efforts.

General Considerations

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

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

Sincerely,

A handwritten signature in cursive script that reads "Randali L. Patchett, P.E.".

Randali L. Patchett, P.E.
Regional Global Practice Manager – Water and Municipal Services

Pete Passarelli
Village of Rantoul
May 16, 2016
Page 4



Joseph M. Darlington, P.E.
Project Manager

RLP/jmd

Village of Rantoul

Signature:



Title:

Village Administrator

Date:

5-16-16

Memorandum



Date: October 4, 2016

To: Pete Passarelli
Assistant Director of Public Works, Village of Rantoul

From: Jamie Patterson, P.E., CFM
Adam Blumstein, E.I.T., CFM

Subject: Northview Elementary School Drainage Evaluation

Background

The purpose of this memorandum is to evaluate and recommend stormwater management options for the Northview Elementary School (Northview) in Rantoul, Illinois. The Village of Rantoul (Village) has indicated that the school property experiences flooding during minor rainfall events. Pre-existing (prior to the school development) and existing (current) conditions of the school parcel were evaluated for compliance with the Village of Rantoul Manual of Practice (July 2015), which defines stormwater management requirements in the Village. The existing site drainage was assessed and options for site stormwater management to mitigate flooding were considered.

An overview of existing conditions of the school property is shown on Exhibit 1. An overview of the proposed improvement alternatives for the 25-year, 50-year, and 100-year storm events at the school property (including outfalls discussed later) are shown on Exhibits 2 through 4.

Existing Conditions

Northview Elementary School is located in the Village of Rantoul, Illinois near southeast corner of the intersection of Sheldon Street and Clark Street. The site is bounded by residential properties to the east, west, and south, and Ryan Park to the north. Approximately 12.7 acres of runoff is discharged from the site at two locations. A 12-inch diameter storm sewer at the east limit of the site conveys stormwater from the North sub-basin into the storm sewer on Illinois Drive. Runoff from the South sub-basin sheet flows to the southeast corner of the property and discharges overland into the residential area on Illinois Drive. The sub-basins are described in greater detail below. There are currently no detention facilities on the school property.

The site is primarily pervious consisting of a large soccer field and other grassy areas. Impervious areas make up the majority of the remaining area including the school building, parking lot, and pavement surfaces. Playgrounds made of rubber tire chips cover the remaining property. Land cover translates to a composite runoff coefficient of 0.61.

A small amount of off-site flow from the west and south drains to the site. Runoff from the site discharges to two separate locations forming two on-site sub-basins, which are described below:

October 4, 2016

Page 2

1. **North Sub-basin** – This is the larger of the two sub-basins and is located generally in the north and east areas of the site. Flow generally drains overland across the soccer field, flows east along the curb and gutter north of the school building, enters the storm sewer and discharges from the site to the east through an existing 12-inch storm sewer. The total area of the North sub-basin is approximately 7.29 acres with elevations ranging from approximately 754.0 feet to the invert of 738.97 feet where the stormwater exits the site.
2. **South Sub-basin** – This sub-basin encompasses the area west and south of the school building. Flow generally drains overland through a ditch which discharges at the southeast corner of the property. There is an existing catch basin in the ditch which is filled with debris and appears to be non-functional. The total area of the South sub-basin is approximately 5.40 acres with elevations ranging from approximately 750.0 feet to 745.5 feet at southeast edge of the site.

According to the latest FEMA Flood Insurance Rate Map (FIRM) (Panel 17019C0200D) dated October 2, 2013 the project site is greater than 5,000 feet from the nearest Zone A floodplain, associated with the Upper Salt Fork Drainage Ditch and Big Ditch. The proposed school is located in a Zone X area determined to be outside the 500-year floodplain. Compensatory storage will not be required.

Detention Requirements and Stormwater Management Requirements

All stormwater management facilities are required to be designed in accordance with the Manual of Practice, authorized by the Rantoul Code, Section 32-14.

Site runoff storage is required for all development at the Northview School property per Section 6.3.B.6 of the Manual of Practice. Per Section 6.3.B.5.b, the developed peak release rate shall not exceed the property release rate from the natural undeveloped state for a 2-year storm using a runoff coefficient of 0.15. The developed release rate for stormwater runoff shall be based on a 100-year storm. Since the 25-year and 50-year storm events are not specified in the Manual of Practice, the 100-year release rate was used as the release rate in determining detention volume requirements for 25-year and 50-year storms. Detention requirements for the 25-year, 50-year, and 100-year storms are summarized in Table 1.

Table 1: Detention Requirements

Storm Event	North Sub-basin Detention Required (ac-ft)	South Sub-basin Detention Required (ac-ft)	Total Detention Required (ac-ft)
25-year	0.61	0.53	1.18
50-year	0.72	0.65	1.37
100-year	0.88	0.78	1.71

October 4, 2016

Page 3

Proposed Alternatives

Three proposed alternatives to meet stormwater runoff storage requirements are discussed in this section. The alternatives were prepared to provide the total detention volume required for the 25-, 50-, and 100-year storms, as indicated in Table 1.

1. **Alternative A: 25-, 50-, and 100-Year Design** – This alternative is applicable for the 25-, 50-, and 100-year storms. One detention facility will be constructed. Runoff from the North sub-basin will be conveyed via sewer to a proposed detention basin in the southeast corner of the property. Runoff from the South sub-basin will be conveyed to the proposed detention basin via sewer and overland flow. The detention basin will discharge to the storm sewer on Illinois Drive through a new storm sewer at the southeast corner of the property. It is expected that the detention basin may impact existing playground equipment. A drainage easement is required for this alternative.
2. **Alternative B: 25- and 50-Year Design** – This alternative is applicable for the 25- and 50-year storms. Two detention facilities will be constructed. Runoff from the North sub-basin will be conveyed via overland flow towards a detention basin near the east limit of the school property. The depth of this detention basin will be approximately 4 feet. Runoff from the South sub-basin will flow towards a detention basin at the southeast corner of the property. It is expected that these detention basins may impact existing access drives and playground equipment. Each detention facility will have a control structure to restrict the discharge to the specified release rate. Downstream of these control structures, the water will flow via sewers to a manhole where the runoff will combine and discharge to the storm sewer on Illinois Drive.
3. **Alternative B: 100-Year Design** – This alternative is only applicable for the 100-year storm. Two detention facilities will be constructed. Runoff from the North sub-basin will flow towards an underground detention system near the existing discharge point at the east limit of the school property. Runoff from the South sub-basin will flow towards a detention basin at the southeast corner of the property. It is expected that the detention facilities may impact existing access drives and playground equipment. Each detention facility will have a control structure to restrict the discharge to the specified release rate. Downstream of these control structures, the water will flow via sewers to a manhole where the runoff will combine and discharge to the storm sewer on Illinois Drive.

Cost Considerations

The preliminary engineer's opinion of probable cost for each alternative is summarized in Table 2. A detailed breakdown is presented in the attached spreadsheet.

October 4, 2016
Page 4

Table 2: Engineer's Opinion of Probable Cost Summary

Storm Event	Alternative A	Alternative A- Cost per Cubic Foot Storage	Alternative B	Alternative B- Cost per Cubic Foot Storage
25-year	\$389,000	\$7.57	\$374,000	\$7.53
50-year	\$425,000	\$7.12	\$422,000	\$7.07
100-year	\$479,000	\$6.43	\$790,000	\$10.93

Conclusions & Recommendation

Each of the proposed alternatives offer a unique set of benefits. Alternative A proposes one detention basin as opposed to Alternative B which proposes two detention systems. Alternative A can be designed to stay relatively dry and remain a mostly usable turf area. Alternative A will require acquisition of a drainage or utility easement to construct the new storm sewer to Illinois Drive. We also expect that Alternative A will require less maintenance.

Alternative B for both the 25- and 50-year level of service proposes two detention basins, but will not require a drainage or utility easement. For the 100-year level of service, an underground detention system will need to be used to provide detention in the north sub-basin in lieu of a detention basin. This will significantly increase the cost of construction. The significant benefit of Alternative B is in the elimination of the need for a drainage or utility easement.

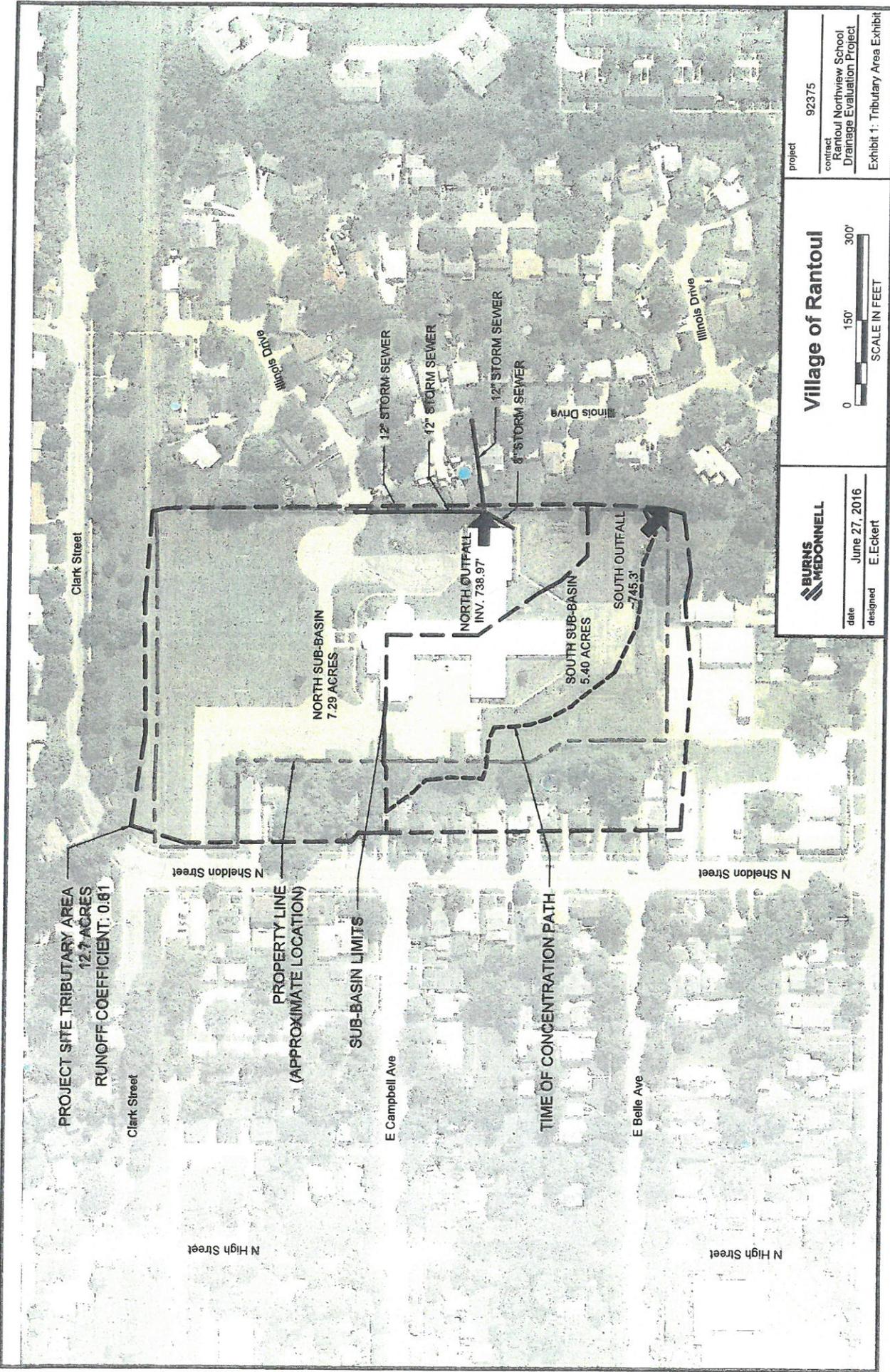
Burns & McDonnell recommends the Alternative A for the 100-year level of service for the Northview School Drainage Improvements project. This option provides the most protection, lowest cost per cubic foot of storage, and requires the least amount of maintenance.

Another potential solution to address localized flooding issues is purchase of affected properties. The building structures could be demolished to convert the properties to open space. The cost opinion for purchase and demolition is \$100,000 per residential building structure.

Please contact Joe Darlington at 630-724-3809 or jdarlington@burnsmcd.com if you have any questions.

Attachment: Exhibit 1: Tributary Area
Exhibit 2: Proposed 25-, 50-, & 100-Year Alternative A
Exhibit 3: Proposed 25- & 50-Year Design Alternative B
Exhibit 4: Proposed 100-Year Design Alternative B
Preliminary Engineer's Opinion of Probable Cost

cc: Joe Darlington, P.E., BMcD
Randy Patchett, P.E., BMcD



PROJECT SITE TRIBUTARY AREA
12.7 ACRES
RUNOFF COEFFICIENT: 0.81

PROPERTY LINE
(APPROXIMATE LOCATION)

SUB-BASIN LIMITS

TIME OF CONCENTRATION PATH

NORTH SUB-BASIN
7.29 ACRES

SOUTH SUB-BASIN
5.40 ACRES

NORTH OUTFALL
INV. 738.97

SOUTH OUTFALL
-745.3'

12" STORM SEWER

12" STORM SEWER

8" STORM SEWER

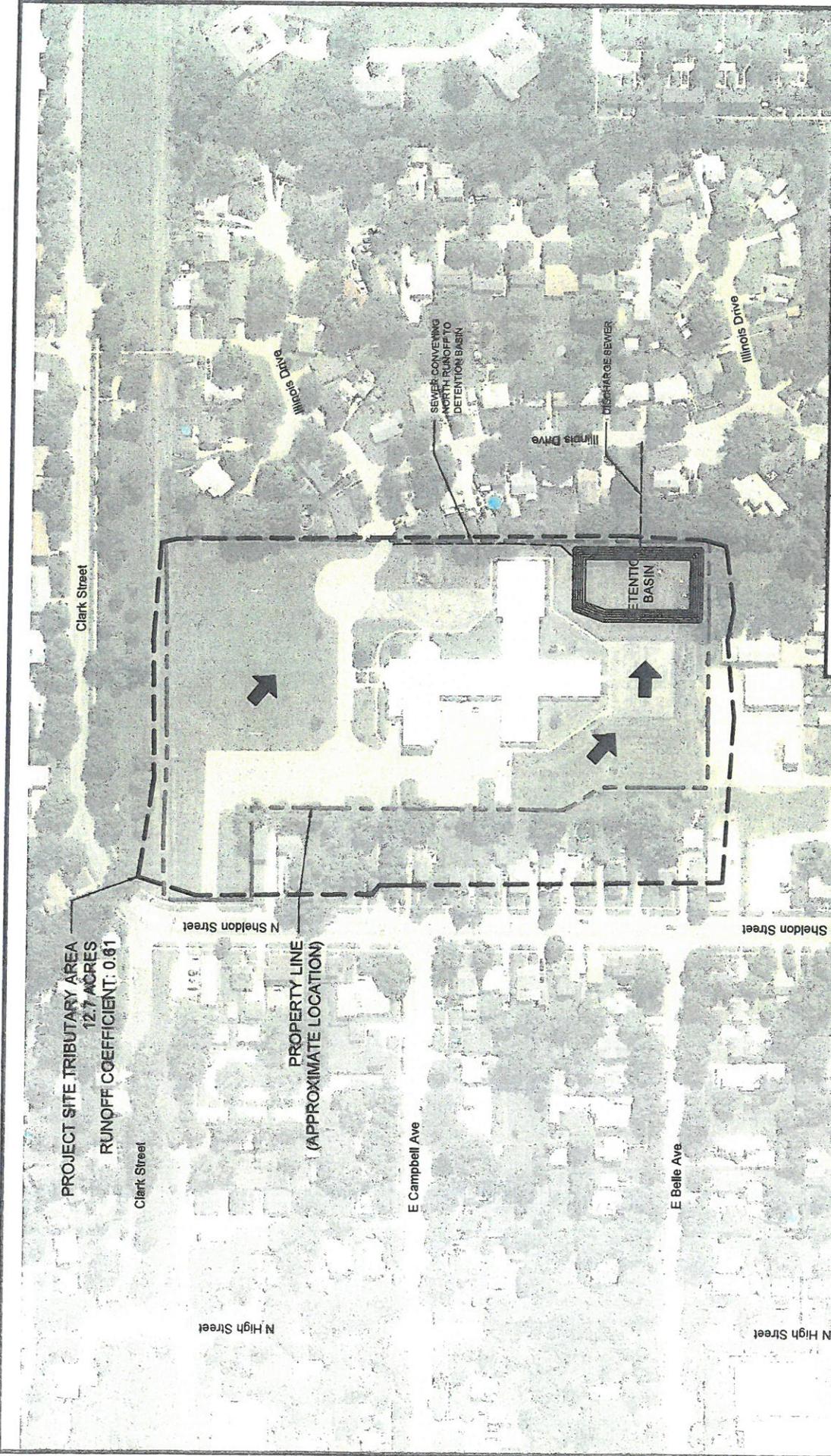
Village of Rantoul

project 92375
contract
Rantoul Northview School
Drainage Evaluation Project
Exhibit 1: Tributary Area Exhibit



date June 27, 2016
designed E. Eckert





PROJECT SITE TRIBUTARY AREA
12.7 ACRES
RUNOFF COEFFICIENT: 0.61

PROPERTY LINE
(APPROXIMATE LOCATION)

SEWER CONVEYING
NORTH RUNOFF TO
DETENTION BASIN

DISCHARGE SEWER

DETENTION
BASIN

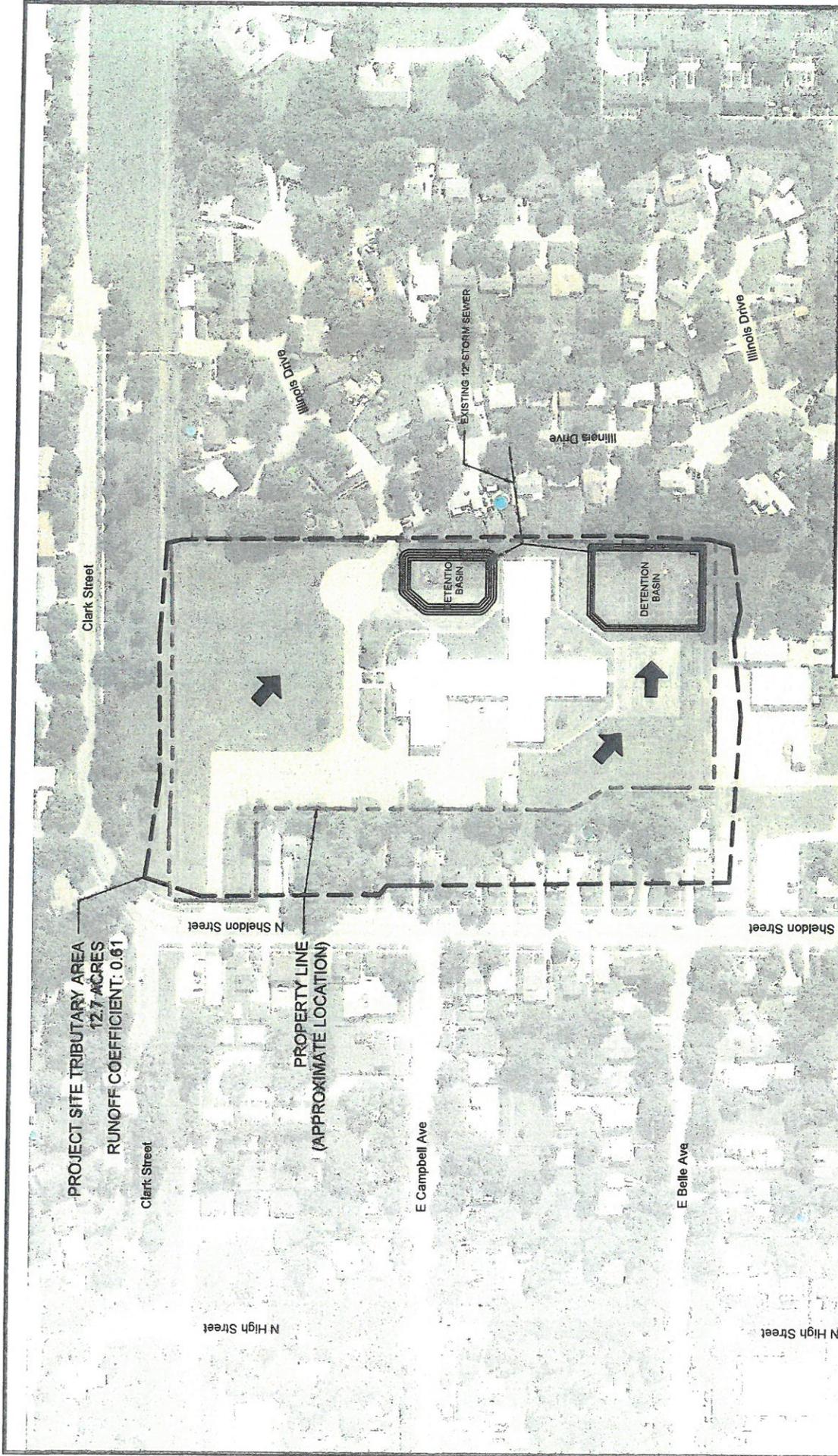
project 92375
contract
Rantoul Northview School
Drainage Evaluation Project
Exhibit 2: 25-, 50-, & 100-Year Design
Alternative A

Village of Rantoul



**BURNS
MEDONNELL**

date June 27, 2016
designed E. Eckert



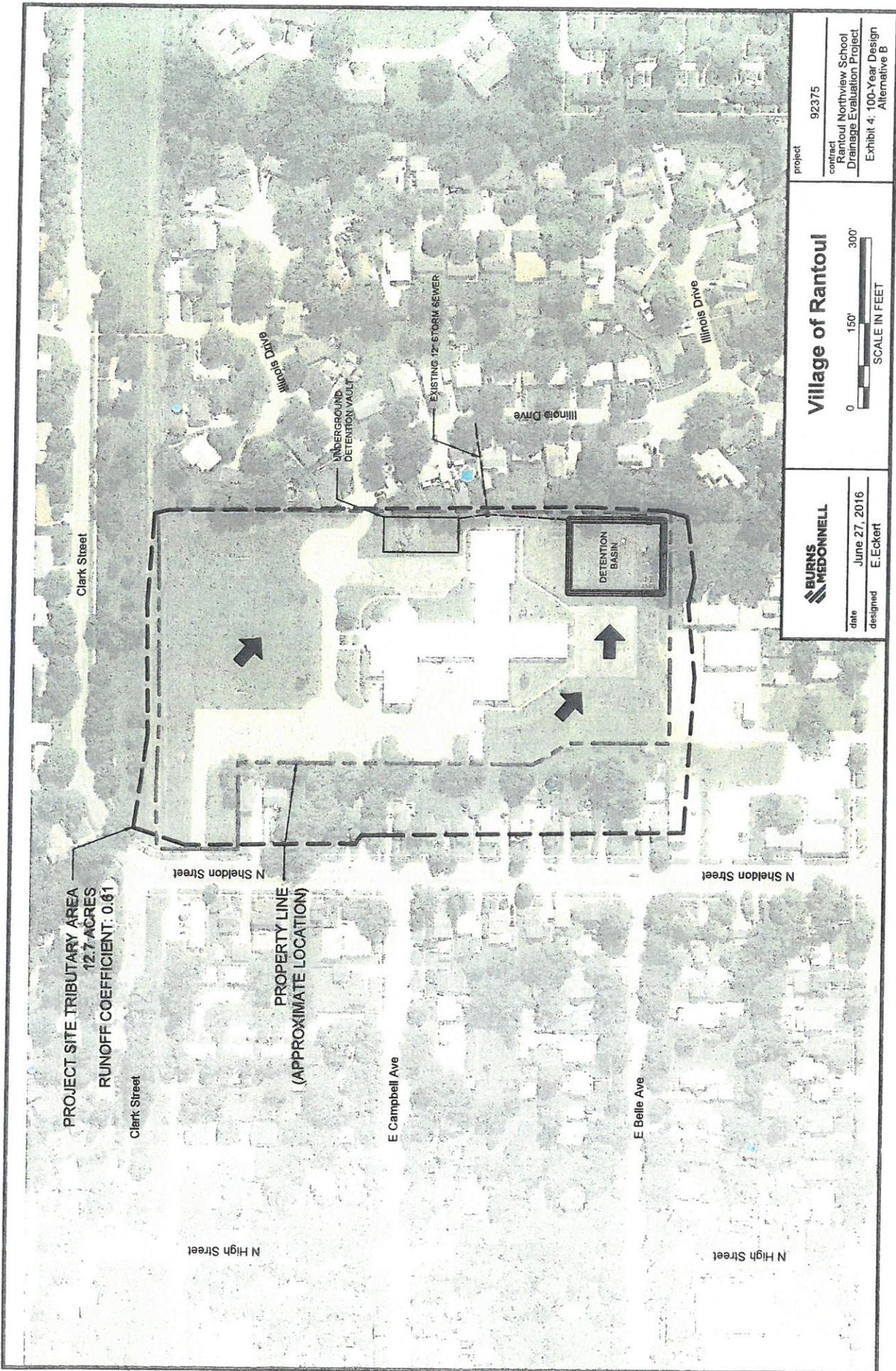
PROJECT SITE TRIBUTARY AREA
12.7 ACRES
RUNOFF COEFFICIENT: 0.61

PROPERTY LINE
(APPROXIMATE LOCATION)

project 92375
contract
Rantoul Northview School
Drainage Evaluation Project
Exhibit 3: 25- & 50- Year Design
Alternative B

Village of Rantoul
0 150' 300'
SCALE IN FEET

BURNS MEDONNELL
date June 27, 2016
designed E.Eckert



PROJECT SITE TRIBUTARY AREA
12.7 ACRES
RUNOFF COEFFICIENT: 0.61

PROPERTY LINE
(APPROXIMATE LOCATION)

DETECTION BASIN

UNDERGROUND
DETENTION VAULT

EXISTING 12" STORM SEWER

	date June 27, 2016	Village of Rantoul SCALE IN FEET 0 150' 300'	project 92375 contract Rantoul Northview School Drainage Evaluation Project Exhibit 4 - 100-Year Design Alternative B
	designed E. Eckert		

NORTHVIEW ELEMENTARY SCHOOL DRAINAGE EVALUATION
 VILLAGE OF RANTOUL, ILLINOIS
 PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST
 ALTERNATIVE A

DESCRIPTION	UNIT	UNIT PRICE	25-YR			50-YR			100-YR		
			QUANTITY	TOTAL	% PROJECT	QUANTITY	TOTAL	% PROJECT	QUANTITY	TOTAL	% PROJECT
EARTH EXCAVATION	CU YD	\$ 40.00	2,900	\$ 116,000	44.75%	3,360	\$ 134,400	47.52%	4,200	\$ 168,000	52.69%
TRENCH BACKFILL	CU YD	\$ 60.00	10	\$ 600	0.23%	10	\$ 600	0.21%	10	\$ 600	0.19%
TOPSOIL FURNISH AND PLACE, 6"	SQ YD	\$ 6.00	3,700	\$ 22,200	8.56%	4,100	\$ 24,600	8.70%	4,200	\$ 25,200	7.90%
SEEDING, CLASS 1A	ACRE	\$ 1,200.00	0.77	\$ 924	0.36%	0.85	\$ 1,017	0.36%	0.87	\$ 1,044	0.33%
EROSION CONTROL BLANKET	SQ YD	\$ 3.00	8,500	\$ 25,500	9.84%	9,400	\$ 28,200	9.97%	10,000	\$ 30,000	9.41%
PERIMETER EROSION BARRIER	FOOT	\$ 5.50	730	\$ 4,015	1.55%	730	\$ 4,015	1.42%	730	\$ 4,015	1.26%
INLET FILTERS	EACH	\$ 150.00	4	\$ 600	0.23%	4	\$ 600	0.21%	4	\$ 600	0.19%
CLASS D PATCHES, TYPE II, 4"	SQ YD	\$ 150.00	15	\$ 2,250	0.87%	15	\$ 2,250	0.80%	15	\$ 2,250	0.71%
PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 12"	EACH	\$ 2,100.00	1	\$ 2,100	0.81%	1	\$ 2,100	0.74%	1	\$ 2,100	0.66%
PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 15"	EACH	\$ 2,600.00	1	\$ 2,600	1.00%	1	\$ 2,600	0.92%	1	\$ 2,600	0.82%
STORM SEWERS, CLASS A, TYPE 2, 12"	FOOT	\$ 70.00	290	\$ 20,300	7.83%	290	\$ 20,300	7.18%	290	\$ 20,300	6.37%
STORM SEWERS, CLASS A, TYPE 2, 15"	FOOT	\$ 85.00	200	\$ 17,000	6.56%	200	\$ 17,000	6.01%	200	\$ 17,000	5.33%
STORM SEWER REMOVAL, 12"	FOOT	\$ 20.00	27	\$ 540	0.21%	27	\$ 540	0.19%	27	\$ 540	0.17%
CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	\$ 3,000.00	3	\$ 9,000	3.47%	3	\$ 9,000	3.18%	3	\$ 9,000	2.82%
MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	\$ 3,000.00	1	\$ 3,000	1.16%	1	\$ 3,000	1.06%	1	\$ 3,000	0.94%
MOBILIZATION	L SUM	\$ 18,000.00	1	\$ 18,000	6.94%	1	\$ 18,000	6.36%	1	\$ 18,000	5.65%
CURB REMOVAL AND REPLACEMENT	FOOT	\$ 30.00	20	\$ 600	0.23%	20	\$ 600	0.21%	20	\$ 600	0.19%
CONSTRUCTION LAYOUT	L SUM	\$ 3,000.00	1	\$ 3,000	1.16%	1	\$ 3,000	1.06%	1	\$ 3,000	0.94%
DRAINAGE STRUCTURE TO BE REMOVED	EACH	\$ 500.00	2	\$ 1,000	0.39%	2	\$ 1,000	0.35%	2	\$ 1,000	0.31%
UNDERGROUND DETENTION SYSTEM	CU FT	\$ 6.00	-	\$ -	0.00%	-	\$ -	0.00%	-	\$ -	0.00%
REMOVE, SALVAGE, RE-ERECT PLAYGROUND EQUIPMENT	EACH	\$ 5,000.00	2	\$ 10,000	3.86%	2	\$ 10,000	3.54%	2	\$ 10,000	3.14%

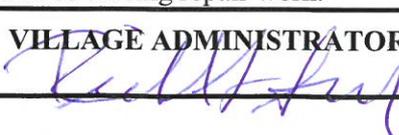
Note: This cost opinion does not include the cost of land acquisition.

Sub-total: \$ 259,229
 Contingency (30%): \$ 77,769
 Engineering & Administration (20%): \$ 51,846
GRAND TOTAL (ROUNDED): \$ 389,000

\$ 282,822
 \$ 84,846
 \$ 56,564
\$ 425,000

\$ 318,849
 \$ 95,655
 \$ 63,770
\$ 479,000

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM		PAGE	OF
ITEM: Elevated Tank Coating & Structural Rehabilitations Project - Change Order #2	DEPARTMENT: Public Works		
AGENDA SECTION:	PROJECT AMOUNT: <u>\$43,700.00 – Total – Change Order #2</u> (\$2,500.00) – Climbing system \$5,000.00 – Remobilization \$4,950.00 – Frost-free vent installation \$4,000.00 – Brush & blast extra welds \$1,500.00 – Paint compatibility \$30,750.00 – Script “Rantoul” with Stars		
ATTACHMENTS: (X) SUPPORTING DOCUMENTS	DATE: June 28, 2018		
SUMMARY HIGHLIGHTS: <p>This Agenda Item provides for the consideration of Change Order #2 involving the Elevated Tank Coating & Structural Rehabilitations Project involving the Campbell and Maplewood elevated tanks. This change order includes Maxcor’s additional efforts associated with the Campbell tank interior beams & bracing repair work performed by Chicago Bridge & Iron (CBI) and also includes the two-tone painting scheme with a scripted “Rantoul” with Stars on the Maplewood tank.</p> <p>This project was advertised in March 2017 and awarded at the April 2017 Board meeting to Maxcor, Inc. for the base bid amount of \$449,100.00. This work included the painting, maintenance, and servicing of two (2) Village of Rantoul elevated tanks. The tanks involved are the one million gallon tank at Campbell & Tanner (which has been be cleaned, serviced, and painted both inside and out); and the one-half million gallon tower on North Maplewood (which is being cleaned, painted inside, serviced and over-coated).</p> <p>The base bid included the Village’s name and logo being placed on the Campbell Avenue elevated tank. With the pricing of the exterior coating of North Maplewood Elevated Tank being so attractive, the recommendation was to include this additional work in the overall project. With the approval of Alternate Bids 1b, 1c & 2b, the contract value totals \$856,400.00. An initial Change Order #1 (\$9,500.00 was approved in August 2017 for a deteriorated interior ladder and an adjustment to a hatch.</p> <p>What was not initially requested was a stand-alone price for including the Village’s name and/or logo on the second tower should the alternate bids be awarded. The contractor provided rendering and pricing on three options for Board & community consideration. The resulting survey has favored the two-toned (blue/white to match Campbell) with scripted “Rantoul” with Stars in the amount of \$30,750.00.</p> <p>It is believed that adding the name and logo to this second tank will make the tower’s new exterior coating more complete and serve as a landmark for the community. The servicing of these two elevated tanks was included originally in the FY18 budget and carried forward into FY19.</p>			
RECOMMENDED ACTION: Authorize the approval of Change Order #2 in the amount of \$43,700.00 to include the scripted “Rantoul” with Stars on the North Maplewood elevated tank and address the final efforts associated with the Campbell tank interior beams & bracing repair work.			
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 		VILLAGE ADMINISTRATOR: 	
AGENDA PAGE NUMBER:			



CHANGE ORDER NO. 2
For Contract between Owner and Contractor

Project Name: Campbell and Maplewood Elevated Tank BMcD Project No. 98989
Owner: Village of Rantoul Client Project No. _____
Contractor: Maxcor, Inc. Contract No. N/A

The below noted modification(s) to subject Contract are directed by Owner and accepted by Contractor (any applicable attachments are specifically identified):

1. Maxcor, Inc. has proposed installing a galvanized cable fall prevention system for the ladders in the dry interior of the Campbell Tank. The specified stainless-steel fall prevention system will still be installed on the ladder in the wet interior of the Campbell Tank. This change results in a deduct of **\$2,500** from the project.
2. While performing the proposed work on the Campbell Elevated Tank, it was discovered that the existing stiffeners under the roof dome were significantly deteriorated. After investigating the condition of the stiffeners, it was determined that they must be replaced. Maxcor, Inc. was not capable of performing this work. Until the stiffeners were able to be replaced by a separate contractor, Maxcor, Inc. was unable to complete the work on the Campbell Elevated Tank and demobilized from the project site. Once the stiffeners had been replaced, Maxcor, Inc. had to re-mobilize to the project site to complete the work per their contract. This change results in an addition of **\$5,000.00** to the project.
3. During the replacement of the stiffener beams in the Campbell Tank, Maxcor, Inc. installed the frost-free vent to allow the tank to be filled and placed back into service for the remainder of the winter. The Village had planned to place the tank back into service following the stiffener beam replacement to reduce stress on the water system during the winter months. This change results in an addition of **\$4,950.00** to the project.
4. Following the replacement of stiffener beams in the Campbell Tank, Maxcor, Inc. had to brush blast and re-prime the weld seams from the new center compression ring and the new roof plates that Phoenix Fabricators and Erectors, LLC installed. This results an addition of **\$4,000.00** to the project.
5. It was discovered that the coating system on the exterior of the Maplewood Tank was different from the recorded coating system from the previous tank coating project. The existing coating is acrylic based which would be incompatible with the proposed coating system. Maxcor proposed a new coating system that would be compatible with the existing exterior coating. This results in an addition of **\$1,500.00** to the project.
6. The Village requested that a logo be added to the Maplewood Tank due to the great results of the Campbell Tank. The logo and color scheme the Village selected results in an addition of **\$30,750.00** to the project.

As a result of the modification(s) described above:

The revised Contract Price is:

Original Contract Price	\$ 856,400.00
Total net amount of all previous Change Orders.....	(+ or -) \$ 9,500.00
Total net amount of all previous variable quantity adjustments	(+ or -) \$ 0.00
Total net amount of this Change Order	(+ or -) \$ 43,700.00
Current Contract Price, including this Change Order	\$ 909,600.00



The revised **Contract Time** is:

	<u>Substantial Completion</u>	<u>Ready for Final Payment</u>
Original Completion Date(s)	<u>11/04/17</u>	<u>12/19/17</u>
Total net time adjustment* of all previous Change Orders(+ or -)	<u>0</u>	<u>0</u>
Total net time adjustment* of this Change Order (+ or -)	<u>256</u>	<u>256</u>
* Time adjustment is specified in: <input type="checkbox"/> Working Days <input checked="" type="checkbox"/> Calendar Days <input type="checkbox"/> Other _____		
Current Completion Date(s), including this Change Order.....	<u>7/18/18</u>	<u>9/1/18</u>

The price and/or time extension set forth in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the work specified herein, and any consequential costs, delays, or effects on unchanged work resulting therefrom.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

OWNER

CONTRACTOR

By _____

By _____

Date _____

Date _____

The conditions of the Change Order are noted for compliance and payment.

BURNS & MCDONNELL

By _____

Date _____



June 28, 2018

Greg Hazel
Director of Public Works
Village of Rantoul
200 West Grove Avenue
Rantoul, IL 61866

Re: Campbell and Maplewood Elevated Tank
Change Order No. 2

Dear Greg:

During the coating rehabilitation of the Campbell Tank, it was discovered that the existing stiffener beams under the roof dome were significantly deteriorated. The Village contracted with a separate contractor to complete the structural repairs on the Campbell Tank. During the structural repairs, Maxcor demobilized from the project site. The Village had planned to place the Campbell Tank back into service following the completion of the structural repairs to reduce the stress on the water system during the winter months. To allow the tank to be filled and placed back into service Maxcor installed the frost-free vent. The additional cost to install the frost-free vent while Maxcor was not mobilized to the site is \$4,950. Maxcor returned to the Campbell Tank site to continue the coating rehabilitation in March 2018 when the weather allowed. The total additional cost to remobilize to the site is \$5,000. After remobilizing to the site, additional blasting and priming was required in the locations of the structural repairs due to damage to the prime coat caused by welding during the structural repairs. The total additional cost for the additional blasting and priming is \$4,000.

Maxcor, Inc. has proposed using galvanized safety cable fall prevention systems in the dry interior areas of the Campbell Tank and using the specified stainless-steel safety cable fall prevention system only in the wet interior of the Campbell Tank. The total cost reduction for the safety cable fall prevention is \$2,500.

During a site visit to the Maplewood Tank it was discovered that the existing coating system on the exterior of the tank was not the type of coating system that was recorded to have been applied during the last coating project on the Maplewood Tank. The existing coating on the exterior was determined to be an acrylic coating system that would not be compatible with the proposed overcoat coating system. Maxcor provided costs for an alternative coating system that is compatible with the current coating system. The total additional cost of the alternative coating system is \$1,500. The Village requested that a logo be applied to the Maplewood Tank to be similar to the Campbell Tank logos. The Village elected to have Maxcor apply the scripted "Rantoul" logo with stars and two-tone color scheme to match the Campbell Tank. The total additional cost of the Maplewood Tank logo is \$30,750.



Greg Hazel
Village of Rantoul
June 28, 2018
Page 2

The combined cost of this additional work will result in an addition of \$43,700 to the project. Burns & McDonnell recommends that the Village of Rantoul accept the change order for this additional work. Included with this letter is Change Order No. 2 which was prepared to include this additional work in the Campbell and Maplewood Elevated Tank Project.

Sincerely,

A handwritten signature in cursive script that reads "Matthew Dunlop".

Matthew Dunlop
Resident Engineer

MJD

cc: Jake McCoy, P.E.; Village of Rantoul
Stephen T. Crede; BMcD
Joseph M. Darlington, P.E.; BMcD

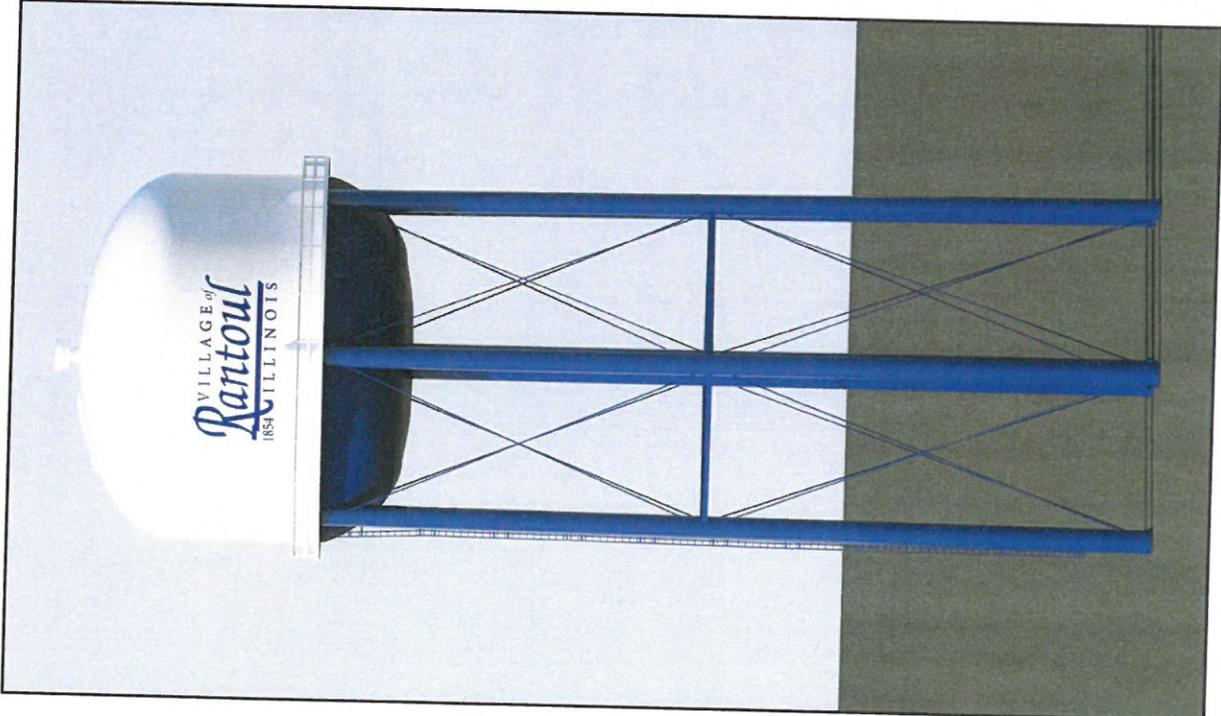
Completed -

Campbell Tank

Scripted "Rantoul" +

Logo + Stars + 2 toned





Scripted "Rantoul" - without Stars \$22,875.00

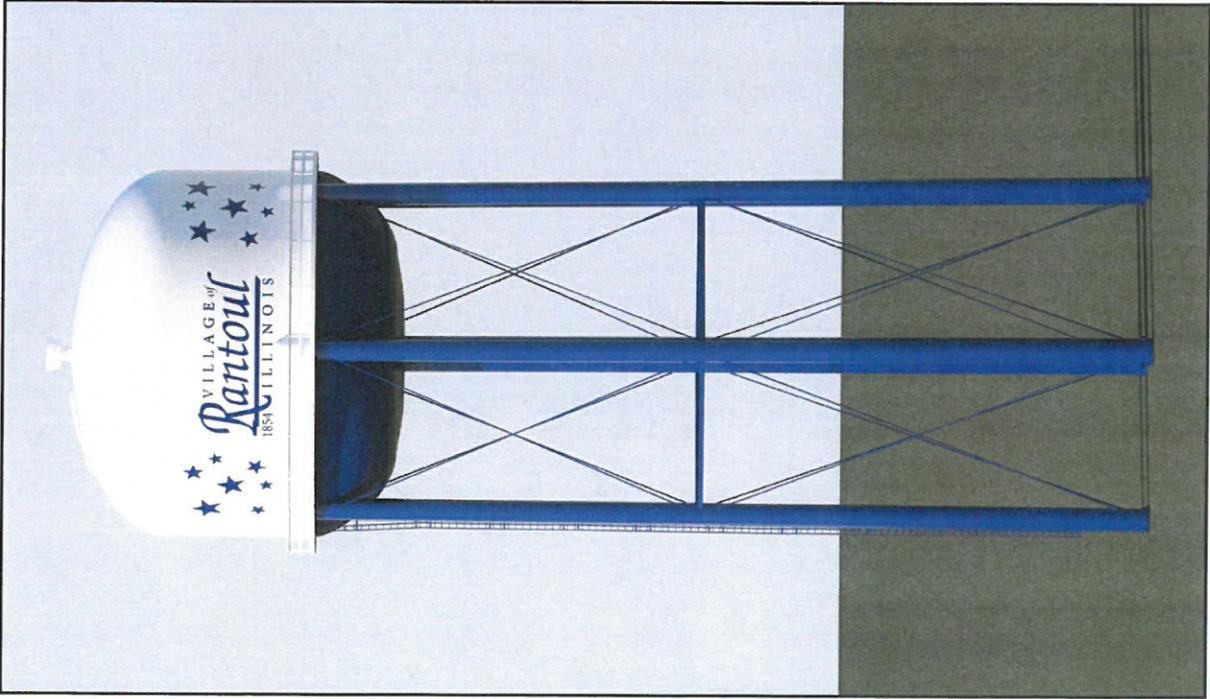
Village of Rantoul, IL
Maplewood Elevated Tank
500,000 Elevated Tank
Revision Date: 6/6/18

Approval

Signature _____
Name _____ Date _____



Maxcor, Inc
New Lenox, IL



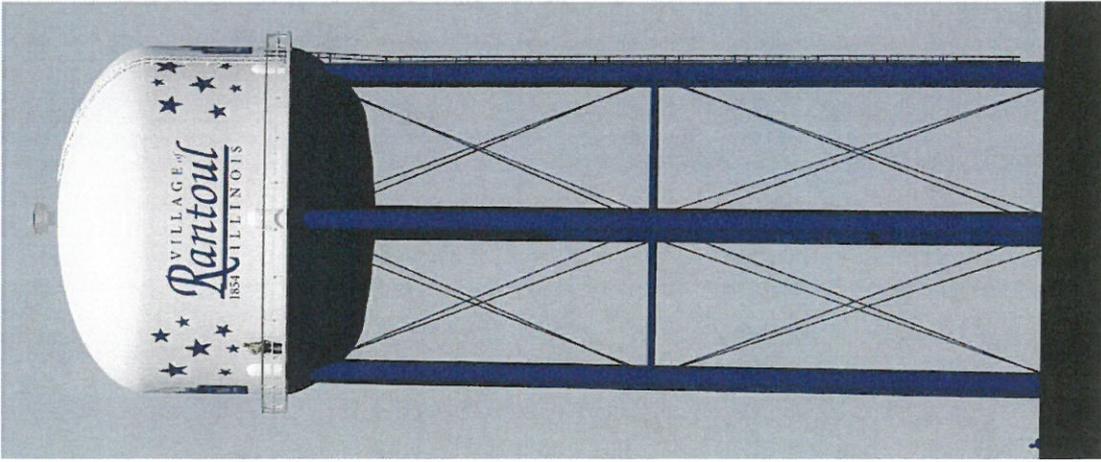
Scripted "Rantoul" -- with Stars \$ 30,750.00

Village of Rantoul, IL
Maplewood Elevated Tank
500,000 Elevated Tank
Revision Date: 6/6/18

Approval

Signature _____ Date _____
Name _____





Scripted "Rantoul" + "Village Logo" + "Stars" + 2 tone paint = \$38,625.00

Village of Rantoul, IL
Maplewood Elevated Tank
500,000 Elevated Tank

Revision Date: 7/9/17

Approval

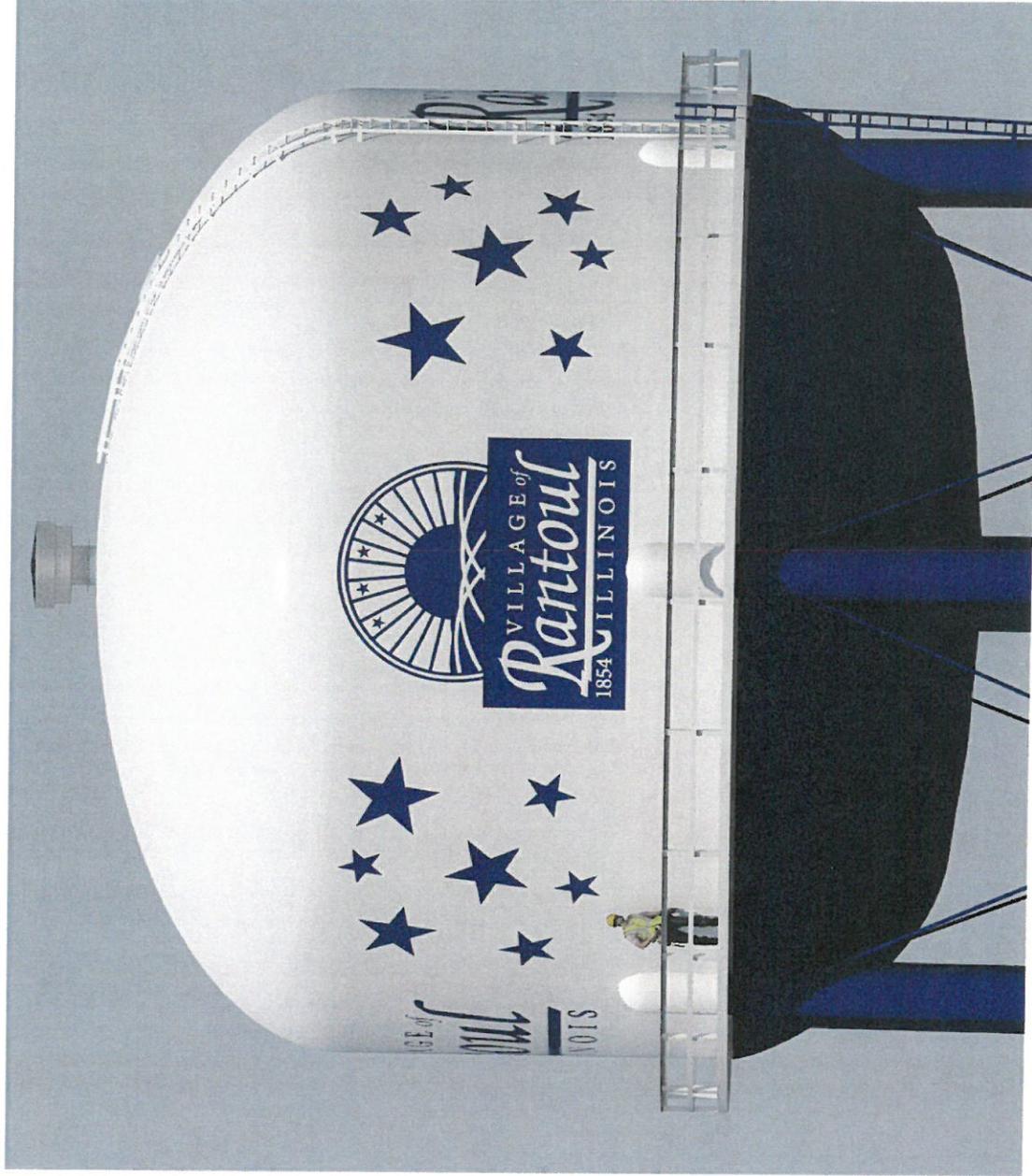
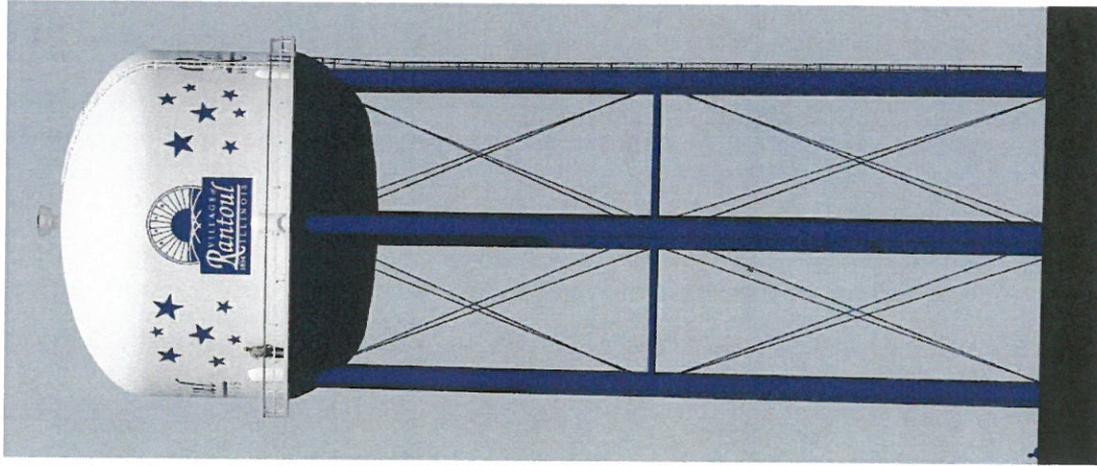
Signature _____

Name _____ Date _____

PAGE **1** OF **2**



Maxcor, Inc
New Lenox, IL



(View of Logo - This scheme matches Campbell tanks)

Village of Rantoul, IL
Maplewood Elevated Tank
500,000 Elevated Tank
 Revision Date: 7/9/17

Approval

Signature _____

Name _____ Date _____





Copy
- REFERENCE
FINAL C/O #1

August 14, 2017

Greg Hazel
Director of Public Works
Village of Rantoul
200 West Grove Avenue
Rantoul, IL 61866

Re: Campbell and Maplewood Elevated Tank
Change Order No. 1

Dear Greg:

Maxcor, Inc. has provided me with costs for the repair and relocation of the wet interior ladder as well as the relocation of the proposed 30-inch wet interior roof hatch. The proposed 30-inch wet interior roof hatch must be relocated due to a conflict with the beams on the ceiling of the wet interior. The relocation of the hatch involves cutting a new hole for the proposed 30-inch hatch and plating over the hole for the existing 24-inch hatch. The total additional cost for the relocation of the 30-inch wet interior roof hatch is \$2,000. The wet interior ladder has severe corrosion above the high water level and the side rails are bent near the bottom of the ladder. The wet interior ladder will also need to be relocated to the new location of the 30-inch hatch. The total additional cost for replacing the wet interior ladder is \$7,500. The combined cost of this additional work will result in an addition of \$9,500 to the project. Burns & McDonnell recommend that the Village of Rantoul accept the submittal from Maxcor, Inc. for the additional work. Included with this letter is Change Order No. 1 which was prepared to include this additional work in the Campbell and Maplewood Elevated Tank Project.

Sincerely,

A handwritten signature in black ink that reads "Matthew Dunlop".

Matthew Dunlop
Resident Engineer

MJD



CHANGE ORDER NO. 1
For Contract between Owner and Contractor

Project Name: Campbell and Maplewood Elevated Tank BMcD Project No. 98989
Owner: Village of Rantoul Client Project No.
Contractor: Maxcor, Inc. Contract No. N/A

The below noted modification(s) to subject Contract are directed by Owner and accepted by Contractor (any applicable attachments are specifically identified):

- 1. The proposed 30-inch wet interior roof hatch must be relocated. The proposed 30-inch hatch is replacing an existing 24-inch hatch that is bound by the beams on the ceiling of the wet interior of the tank. The proposed 30-inch hatch must be relocated to allow installation of the larger hatch. The total cost of the relocation of the 30-inch wet interior hatch for the Campbell Tank will result in an addition of \$2,000.00 to the project.
2. The interior wet ladder of the 1,000,000 gallon Campbell Tank must be replaced and relocated. The ladder is corroded, bent, and in need of replacement. The ladder also must be relocated to connect to the new location of the 30-inch wet interior roof hatch. The total cost for the relocation and the replacement of the interior wet ladder will result in an addition of \$7,500.00 to the project.

As a result of the modification(s) described above:

The revised Contract Price is:

Table with 2 columns: Description and Amount. Rows include Original Contract Price (\$866,400.00), Total net amount of all previous Change Orders (+ or -) \$0.00, Total net amount of all previous variable quantity adjustments (+ or -) \$0.00, Total net amount of this Change Order (+ or -) \$9,500.00, and Current Contract Price, including this Change Order \$865,900.00.

The revised Contract Time is:

Table with 3 columns: Description, Substantial Completion, and Ready for Final Payment. Rows include Original Completion Date(s) (11/04/17, 12/19/17), Total net time adjustment* of all previous Change Orders (+ or -) (0, 0), Total net time adjustment* of this Change Order (+ or -) (0, 0), and Current Completion Date(s), including this Change Order (11/04/17, 12/19/17).

The price and/or time extension set forth in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the work specified herein, and any consequential costs, delays, or effects on unchanged work resulting therefrom.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

BURNS & McDONNELL

01-05-2015 Form CO-2

OWNER

CONTRACTOR

VILLAGE OF RANTOUL
By Charles Smith
Date 8-14-17

MAXIMUS
By [Signature]
Date 8/14/17

The conditions of the Change Order are noted for compliance and payment.

BURNS & McDONNELL
By Matthew Dunlop

Date 8/14/17

REFERENCE

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM		PAGE	OF
ITEM: Elevated Tank Coating & Structural Rehabilitations Project - Change Order #1		DEPARTMENT: Public Works	
AGENDA SECTION:	PROJECT AMOUNT: <u>\$904,525.00</u> – Total <i>\$ 865,900.⁰⁰</i> \$449,100.00 – Base Bid - approved \$59,000.00 – Alternate Bid #1b - approved \$246,800.00 – Alternate Bid #1c - approved \$101,500.00 – Alternate Bid #2b - approved <u>\$48,125.00</u> – Change Order #1 <i>Value changed at Board Meeting to defer name & logo decs</i>		
ATTACHMENTS: <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: July 26, 2017 ✓		
SUMMARY HIGHLIGHTS: <p>This Agenda Item provides for the consideration of Change Order #1 to the Elevated Tank Coating & Structural Rehabilitations Project to include the Village's name and logo on the North Maplewood Elevated Tank; and to replace the interior wet ladder and enlarge the interior wet roof hatch on the Campbell Avenue Tank.</p> <p>This project was advertised in March and awarded at the April 2017 Board meeting to Maxcor, Inc. for the base bid amount of \$449,100.00. This work included the painting, maintenance, and servicing of two (2) Village of Rantoul elevated tanks. The tanks involved are the one million gallon tank at Campbell & Tanner (which will be cleaned, serviced, and painted both inside and out); and the one-half million gallon tower on North Maplewood (which will be cleaned, painted inside, and serviced).</p> <p>The base bid included the Village's name and logo being placed on the Campbell Avenue elevated tank. With the pricing of the exterior coating of North Maplewood Elevated Tank being so attractive, the recommendation was to include this additional work in the overall project. With the approval of Alternate Bids 1b, 1c & 2b, the contract value totals \$856,400.00. What was not initially requested was a stand-alone price for including the Village's name and logo on the second tower should the alternate bids be awarded. The contractor has now provided that price (\$38,625.00) for the Village's consideration.</p> <p>The contractor has also encountered a worn, corroded, and bent interior ladder on the Campbell Avenue Elevated Tank. Replacement over attempted repair is recommended at an additional cost of \$7,500.00. Requirements call for a 30" wet interior roof hatch, which to accommodate, will need to be adjusted from the current 24' location due to beams and bracings. This adjustment is in the amount of \$2,000.00.</p> <p>It is believed that adding the name and logo to this second tank will make the tower's new exterior coating more complete and serve as a landmark for the community. The servicing of these two elevated tanks was included in the 2017/18 budget. Project priorities are being adjusted to accommodate the expense of the additional work.</p>			
RECOMMENDED ACTION: Authorize the approval of Change Order #1 in the amount of \$48,125.00 to include the Village's name and logo on the North Maplewood elevated tank; and to replace the interior wet ladder and enlarge the wet interior roof hatch on the Campbell Avenue Tank.			
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. <i>[Signature]</i>		VILLAGE ADMINISTRATOR:	
AGENDA PAGE NUMBER: <i>[Handwritten]</i>			



CHANGE ORDER NO. 1
For Contract between Owner and Contractor

Project Name: Campbell and Maplewood Elevated Tank BMcD Project No. 98989
Owner: Village of Rantoul Client Project No. _____
Contractor: Maxcor, Inc. Contract No. N/A

The below noted modification(s) to subject Contract are directed by Owner and accepted by Contractor (any applicable attachments are specifically identified):

1. The addition of painting a logo on the 500,000 gallon Maplewood Tank. A rendering of the proposed logo is attached for reference. This logo will match the proposed logo on the 1,000,000 gallon Campbell Tank. The total cost of the addition of the logo to the Maplewood Tank will result in an addition of **\$38,625.00** to the project.
2. The proposed 30-inch wet interior roof hatch must be relocated. The proposed 30-inch hatch is replacing an existing 24-inch hatch that is bound by the beams on the ceiling of the wet interior of the tank. The proposed 30-inch hatch must be relocated to allow installation of the larger hatch. The total cost of the relocation of the 30-inch wet interior hatch for the Campbell Tank will result in an addition of **\$2,000.00** to the project.
3. The interior wet ladder of the 1,000,000 gallon Campbell Tank must be replaced and relocated. The ladder is corroded, bent, and in need of replacement. The ladder also must be relocated to connect to the new location of the 30-inch wet interior roof hatch. The total cost for the relocation and the replacement of the interior wet ladder will result in an addition of **\$7,500.00** to the project.

As a result of the modification(s) described above:

The revised Contract Price is:

Original Contract Price	\$ 856,400.00
Total net amount of all previous Change Orders	(+ or -) \$ 0.00
Total net amount of all previous variable quantity adjustments	(+ or -) \$ 0.00
Total net amount of this Change Order	(+ or -) \$ 48,125.00
Current Contract Price, including this Change Order	\$ 904,525.00

The revised Contract Time is:

	<u>Substantial Completion</u>	<u>Ready for Final Payment</u>
Original Completion Date(s)	<u>11/04/17</u>	<u>12/19/17</u>
Total net time adjustment* of all previous Change Orders(+ or -)	<u>0</u>	<u>0</u>
Total net time adjustment* of this Change Order	<u>0</u>	<u>0</u>
* Time adjustment is specified in: <input type="checkbox"/> Working Days <input type="checkbox"/> Calendar Days <input type="checkbox"/> Other _____		
Current Completion Date(s), including this Change Order	<u>11/04/17</u>	<u>12/19/17</u>

The price and/or time extension set forth in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the work specified herein, and any consequential costs, delays, or effects on unchanged work resulting therefrom.



01-05-2015 Form CO-2

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

OWNER

CONTRACTOR

By _____

By _____

Date _____

Date _____

The conditions of the Change Order are noted for compliance and payment.

BURNS & MCDONNELL

By _____

Date _____



July 26, 2017

Greg Hazel
Director of Public Works
Village of Rantoul
200 West Grove Avenue
Rantoul, IL 61866

Re: Campbell and Maplewood Elevated Tank
Change Order No. 1

Dear Greg:

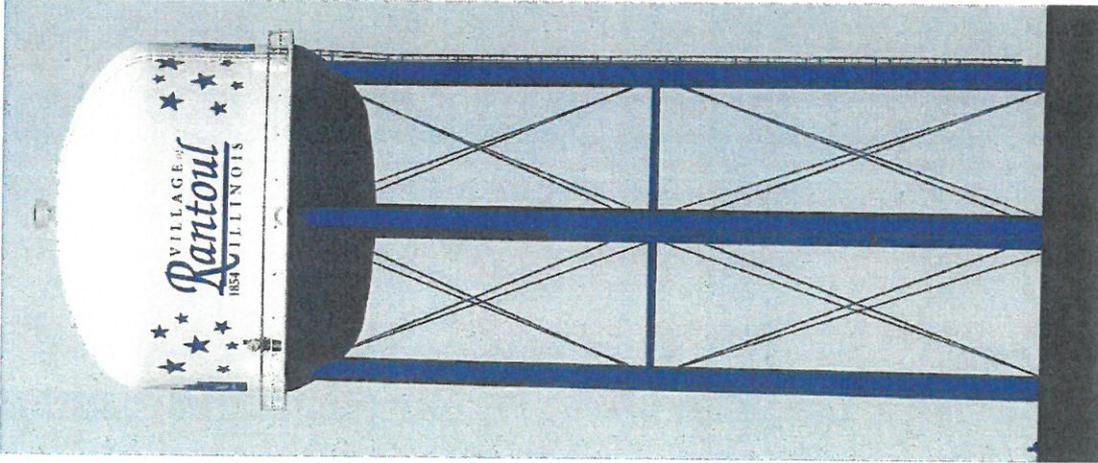
Maxcor, Inc. has provided me with quotes for additional work that has been proposed to be added to the Contract. It has been proposed to add a logo to the Maplewood Tank to match the logo on the Campbell Tank. The total additional cost for the logo is \$38,625. Maxcor, Inc. has also provided me with costs for the repair and relocation of the wet interior ladder as well as the relocation of the proposed 30-inch wet interior roof hatch. The proposed 30-inch wet interior roof hatch must be relocated due to a conflict with the beams on the ceiling of the wet interior. The relocation of the hatch involves cutting a new hole for the proposed 30-inch hatch and plating over the hole for the existing 24-inch hatch. The total additional cost for the relocation of the 30-inch wet interior roof hatch is \$2,000. The wet interior ladder has severe corrosion on at the high water level and the side rails are bent near the bottom of the ladder. The wet interior ladder will also need to be relocated to the new location of the 30-inch hatch. The total additional cost for replacing the wet interior ladder is \$7,500. The combined cost of this additional work will result in an addition of \$48,125 to the project. Burns & McDonnell recommend that the Village of Rantoul accept the submittal from Maxcor, Inc. for the additional work. Included with this letter is Change Order No. 1 which was prepared to include this additional work in the Campbell and Maplewood Elevated Tank Project.

Sincerely,

A handwritten signature in cursive script that reads "Matthew Dunlop".

Matthew Dunlop
Resident Engineer

MJD



Village of Rantoul, IL
Maplewood Elevated Tank
500,000 Elevated Tank
Revision Date: 7/9/17

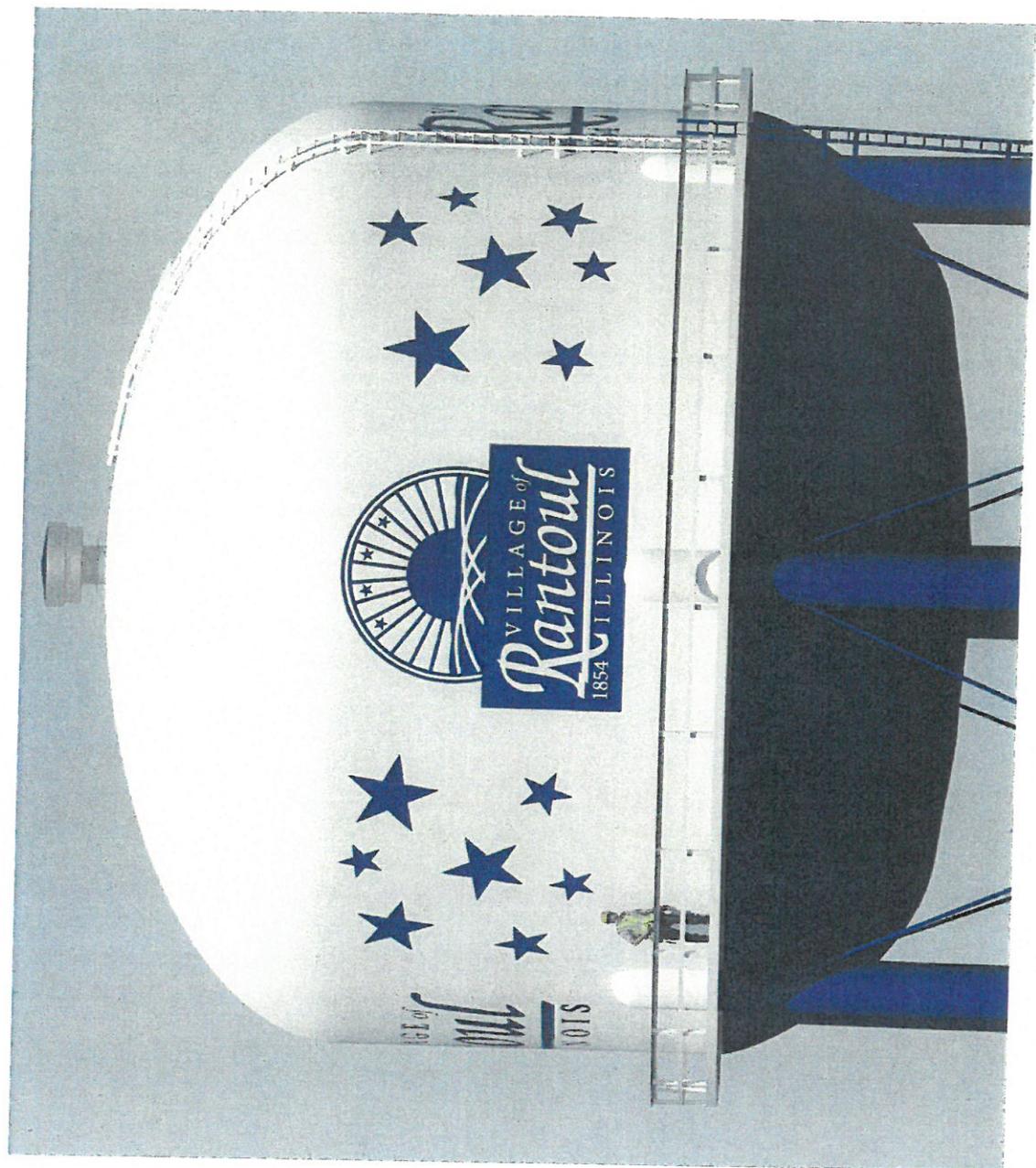
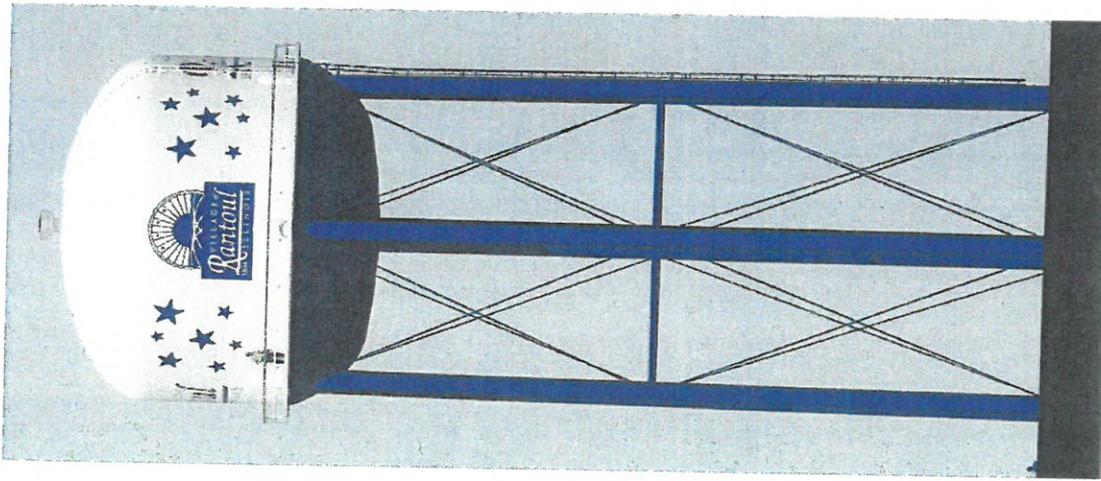
Approval

Signature _____

Name _____ Date _____



Maxcor, Inc
New Lenox, IL



Village of Rantoul, IL
Maplewood Elevated Tank
500,000 Elevated Tank
Revision Date: 7/9/17

Approval

Signature _____

Name _____

Date _____





VILLAGE of
Rantoul
ILLINOIS
1854

Rantoul
1854

VILLAGE of
Rantoul
ILLINOIS

REFEREN

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

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

SUMMARY HIGHLIGHTS:

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

The one million gallon elevated tank at Campbell & Tanner was initially constructed in 1969 by CB&I and was painted in 1996. In this project, the structure will be serviced, cleaned and painted both inside and out. A community logo is being incorporated into the painting design.

The North Maplewood elevated tank was fully painted in 2004. Under the proposed contract, the structure will receive an internal cleaning, exterior coating, and have interior / exterior maintenance performed.

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

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

Campbell Elevated Tank

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

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

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

North Maplewood Elevated Tank

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

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

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

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

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

VILLAGE ADMINISTRATOR:

AGENDA PAGE NUMBER:



March 31, 2017

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

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

Dear Mr. Hazel:

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



Joseph M. Darlington, P.E.
 Civil Engineer



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

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

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

BASE BID

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

ALTERNATE BID ITEMS

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

COMBINATIONS

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

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

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

* Engineer's Opinion of Probable Cost

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE ____ OF ____
ITEM: Small Cell/Wireless Facilities Deployment Policy	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: June 28, 2018
<p>SUMMARY HIGHLIGHTS:</p> <p>This Agenda Item provides for a Village of Rantoul policy to establish regulations, standards and procedures for the siting and collocation of small cell/wireless facilities within Village rights-of-way and/or on property zoned for commercial or industrial use. The Illinois General Assembly enacted Public Act 100-0585, known as the Small Wireless Facilities Deployment Act (the Act), which became effective on June 1, 2018. Municipalities have until August 1, 2018 to implement appropriate policies (which includes the Small Cell/Wireless Facilities policy and an updated Pole Attachment Agreement) to manage this new legislation.</p> <p>The format of the policy is from the Illinois Municipal League (IML) template, but has been modified to meet the Village of Rantoul requirements and needs. The background of the legislation includes:</p> <ul style="list-style-type: none"> • State Legislation is being pursued in all states by larger telecommunication companies in an effort to move from singular tower systems to multiple smaller localized antennas. • Believed to be more cost effective and potentially reduce dead-spots in their networks. • Serve customer’s increased desire for the proposed 5-G network. • Specifies how local governments are required to handle these requests; effectively reduces local control, zoning, and authority over its utility infrastructure & right-of-way. • Chicago is exempt. • Home rule offers no additional flexibility or oversight in this matter. <p>A copy of the legislation (the Act) itself is provided for reference and has a “sunset” provision of June 1, 2021.</p> <p>A few of the aspects in the Village’s new Policy include:</p> <ul style="list-style-type: none"> • Offers guidelines for evaluating and processing small cell installation requests. • Application fees and recurring annual rates. • Insurance & installation standards (including safety requirements). • Height limitations of any new pole installations. • Pole Attachment Agreement. 	
RECOMMENDED ACTION: Authorize the approval of a Small Cell/Wireless Facilities Deployment Policy and the associated Pole Attachment Agreement.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	

Implementation of Small Wireless Facilities Legislation

Senate Bill 1451 (P.A. 100-0585)

BY ILLINOIS MUNICIPAL LEAGUE LEGAL STAFF

Growing demand for improved wireless services has resulted in increasing requests nationwide and locally from the wireless industry to place small wireless facilities on municipally-owned structures. Small wireless facilities, or small cells, enable the transmission of data and wireless communications to and from a wireless device, such as a computer, cell phone or tablet. These small cells, antenna systems and other personal wireless telecommunication facilities could be attached on utility and street light poles or other structures in the public right-of-way in your community.

On April 12, 2018, Governor Bruce Rauner signed Senate Bill 1451 (Public Act 100-0585), the Small Wireless Facilities Deployment Act (Act), which provides the regulations and process for permitting and deploying small wireless facilities throughout Illinois. The Act specifies how local authorities may regulate the attachment of small wireless facilities on municipal utility poles or other structures.

While the Act largely preempts municipal authority, local governments still have some discretion in the regulation of small wireless facilities. The Act allows local authorities to require that wireless providers obtain one or more permits to attach small wireless facilities on municipal utility poles; charge application fees (up to specified amounts)

to wireless providers who apply for a permit; limit the maximum height of small wireless facilities; and allows agreements between local authorities and wireless providers that are in effect prior to the effective date of the Act to remain in effect for up to two years.

This Act went into effect on June 1, 2018. Municipalities have two months from the effective date to adopt application fees through an ordinance or a written schedule of permit fees.

Many municipalities throughout the state may already be receiving permit applications from telecommunications companies who are seeking to install small wireless facilities on municipal utility poles. Permit applications received prior to August 1, 2018 (two months after the effective date of the Act), would be acknowledged as received on the effective date of an ordinance adopted by a municipality or August 1, 2018, whichever date is earlier.

According to the Act, in the absence of an ordinance or agreement that makes available to wireless providers the rates, fees and terms for the attachment of small wireless facilities on municipal utility poles, wireless providers may attach small wireless facilities and install utility poles under the requirements of the Act on their own accord.

Consequently, it is essential that municipalities provide for the regulation of small wireless facilities through an ordinance or a written schedule of permit fees.

The Act only requires that requests to locate on municipal property outside of the right-of-way be granted in a competitively neutral and non-discriminatory manner. If a municipality does not presently allow telecommunication carriers access to municipal property outside of the right-of-way, it need not do so.

To aid municipalities in the implementation of this Act, the Illinois Municipal League (IML), with the help of select IML committees and other stakeholders, developed a Model Small Wireless Facilities Deployment Ordinance, a Model Master Pole Attachment Agreement and a Model Small Wireless Facilities Permit Application. IML also drafted a model press release to assist municipal officials in explaining the infrastructure that may generate questions from members of the community.

On June 1, 2018, IML emailed these documents to city mayors, town and village presidents, clerks, managers, retained attorneys and corporation counsel. These documents can also be found on the IML website at legal.iml.org. Municipal officials should review these documents with retained legal counsel or other qualified attorney prior to the adoption of an ordinance regulating small wireless facilities.

If a municipality has already adopted the prior IML Small Cell Antenna/Tower Right-of-Way Siting Ordinance, the municipality should leave that ordinance in effect to support any existing installations, and adopt the most recent Model Small Wireless Facilities Deployment Ordinance for permit applications received after June 1, 2018. As to a prior ordinance establishing standards for the construction of facilities on the rights-of-way, municipal officials should thoroughly review the ordinance with retained legal counsel or other qualified attorney and amend as necessary to ensure compliance with the Act.

Please contact Amelia Finch, IML Assistant Counsel, if you have any questions. She can be reached by email at afinch@iml.org, or by phone at (217) 525-1220.

DRAFT
6-27-18

POLE ATTACHMENT AGREEMENT

This Master Pole Attachment Agreement (Agreement) made this _____ day of _____, 2018, between the Village of Rantoul, Champaign County, Illinois, with its principal offices located at 333 South Tanner Street, Rantoul, Illinois, hereinafter designated as "LICENSOR" and _____, with its principal offices at _____, hereinafter designated as "LICENSEE". LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH:

WHEREAS, LICENSOR is the owner, of certain utility poles, wireless support structures, and/or real property, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (the "FCC") to LICENSEE;

WHEREAS, LICENSEE desires to install, maintain and operate small wireless facilities in and/or upon certain of LICENSOR's utility poles, wireless support structures and/or real property;

WHEREAS, LICENSOR and LICENSEE acknowledge that any term used in this Agreement that is defined in Section 2 of the Ordinance Providing For The Regulation Of And Application For Small Wireless Facilities (Ordinance No. _____, as now or hereafter amended) shall have the meaning provided therein;

WHEREAS, LICENSOR and LICENSEE acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable;

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LICENSOR may wish to permit LICENSEE to install, maintain and operate small wireless facilities as hereinafter set forth;

WHEREAS, the LICENSOR and LICENSEE intend to promote the expansion of communications services in a manner consistent with the Small Wireless Facilities Deployment Act (the "Act"), the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act and Federal Communication Commission Regulations;

WHEREAS, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement (Supplement), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LICENSEE in different geographic areas and as a result, each Supplement may be signed by LICENSEE affiliated entities as further described herein, as appropriate based upon the entity holding the FCC license in the subject geographic location.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

- 1) **PREMISES**. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LICENSOR agrees to license to LICENSEE that certain space on or upon LICENSOR's utility poles, and/or wireless support structures as more fully described in each Supplement to be executed by the Parties hereinafter referred to as the "Premises", for the installation, operation, maintenance, repair and modification of small wireless facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property (as defined below) and to and from the Premises for the purpose of installation, operation, maintenance, repair and modification of LICENSEE's small wireless facilities. The LICENSOR's utility poles, wireless support structures and other poles and towers are hereinafter referred to as "Pole" and the entirety of the LICENSOR's property is hereinafter referred to as "Property". In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, but only from duly authorized provider of such utilities, provided the location of such utilities shall be designated by LICENSOR.
- 2) **PERMIT APPLICATION**. For each small wireless facility, LICENSEE shall submit an application to LICENSOR for a permit that includes:
 - a) Site specific structural integrity and, for LICENSOR'S utility pole or wireless support structure, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
 - b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
 - c) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
 - d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
 - e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
 - f) Certification that the collocation complies with the requirements of LICENSOR's Ordinance No. _____, to the best of the applicant's knowledge.
 - g) The application fee due.
- 3) **APPLICATION FEES**. Application fees are subject to the following requirements:

- a) LICENSEE shall pay an application fee in such amount as is imposed from time to time by the Village Board for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure and for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.
- b) LICENSEE shall pay an application fee in such amount as is imposed from time to time by the Village Board for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
- c) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section must be accompanied by the required application fee.
- d) LICENSOR shall not require an application, approval, or permit, or require any fees or other charges, from LICENSEE, for:
 - i) routine maintenance; or
 - ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if LICENSEE notifies LICENSOR at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of this Agreement; or
 - iii) the installation, placement, maintenance, operation, or replacement of small wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes, provided this provision does not authorize such facilities to be suspended from municipal electric lines, if any.

LICENSEE shall secure a permit from LICENSOR to work within rights-of-way for activities that affect traffic patterns or require lane closures.

4) REQUIREMENTS.

- a) LICENSEE's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. LICENSEE shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a small wireless facility causes such interference, and LICENSEE has been given written notice of the interference by the public safety agency, LICENSEE, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The LICENSOR may terminate a permit for a small wireless facility based on such interference if LICENSEE is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

- b) LICENSEE shall not install devices on the existing utility pole or wireless support structure that extend beyond 10 feet of the poles existing height.
- c) LICENSEE shall install pole mounted equipment at a minimum of 8 feet from the ground.
- d) LICENSEE shall be limited to one (1) cabinet or other ground mounted device for ground mounted installations.
- e) LICENSEE shall paint antennas, mounting hardware, and other devices to match or complement the structure upon which they are being mounted.
- f) LICENSEE shall install landscaping at the base of poles with respect to any ground equipment installed by LICENSEE on which devices are being installed as required by Section 46-184 of the Rantoul Code.
- g) LICENSEE shall comply with all the terms and conditions of LICENSOR's [_____, as now or hereafter amended] in regards to construction of utility facilities.
- h) LICENSEE shall comply with requirements that are imposed by a contract between the LICENSOR and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- i) LICENSEE shall comply with applicable spacing requirements in [INSERT APPLICABLE CODES/ORDINANCES, as now or hereafter amended] concerning the location of ground-mounted equipment located in the right-of-way. *(NOTE: the requirements must include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.)*
- j) LICENSEE shall comply with [INSERT CODE PROVISION, as now or hereafter amended] concerning undergrounding requirements or determinations from the municipal officer or employee in charge of municipal utilities, in any. *(NOTE the requirements must include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.)*
- k) LICENSEE shall comply with [INSERT CODE PROVISION, as now or hereafter amended] for construction and public safety in the rights-of-way, including, but not limited to, wiring and cabling requirements, grounding requirements, utility pole extension requirements, and signage limitations; and shall comply with reasonable and nondiscriminatory requirements that are consistent with PA 100-0585 and adopted by LICENSOR regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.
- l) LICENSEE shall not collocate small wireless facilities within the communication worker safety zone of the pole or the electric supply zone of the pole on LICENSOR utility poles that are part of an electric distribution or transmission system. However, the antenna and support equipment of the small wireless facility may be located in the communications space on the LICENSOR utility pole and on the top of the pole, if not otherwise unavailable, if LICENSEE complies with [INSERT APPLICABLE CODE, as now or hereafter amended] for work involving the top of the pole. For purposes of this

subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

- m) LICENSEE shall comply with the [INSERT APPLICABLE CODE, as now or hereafter amended] that concern public safety.
- n) LICENSEE shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement. LICENSEE shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
- o) LICENSEE shall comply with [_____] for decorative utility poles, or stealth, concealment, and aesthetic requirements that are identified by LICENSOR in [_____, as now or hereafter amended] adopted by LICENSOR, LICENSOR's comprehensive plan dated _____, or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.

5) APPLICATION PROCESS. LICENSOR shall process applications as follows:

- a) An application to collocate a small wireless facility on an existing utility pole, replacement of an existing utility pole or wireless support structure owned or controlled by LICENSOR shall be processed by LICENSOR and deemed approved if LICENSOR fails to approve or deny the application within 90 days. However, if LICENSEE intends to proceed with the permitted activity on a deemed approved basis, LICENSEE must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under Ordinance _____, as now or hereafter amended.
- b) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed and deemed approved if LICENSOR fails to approve or deny the application within 120 days. However, if LICENSEE applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under Ordinance _____, as now or hereafter amended.

- c) LICENSOR shall approve an application unless the application does not meet the requirements of Ordinance _____, as now or hereafter amended.
- d) If LICENSOR determines that applicable codes, local code provisions or regulations that concern public safety, or the Requirements of Ordinance _____ require that the utility pole or wireless support structure be replaced before the requested collocation, approval may be conditioned on the replacement of the utility pole or wireless support structure at the cost of LICENSEE. LICENSOR must document the basis for a denial, including the specific code provisions or application conditions on which the denial was based, and send the documentation to LICENSEE on or before the day LICENSOR denies an application. LICENSEE may cure the deficiencies identified by LICENSOR and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. LICENSOR shall approve or deny the revised application within 30 days after LICENSEE resubmits the application or it is deemed approved. However, LICENSEE must notify LICENSOR in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the resubmitted application. Any subsequent review shall be limited to the deficiencies cited in the denial. However, this revised application cure does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.
- e) COMPLETENESS OF APPLICATION. Within 30 days after receiving an application, the LICENSOR shall determine whether the application is complete and notify the applicant. If an application is incomplete, the LICENSOR shall specifically identify the missing information. An application shall be deemed complete if the LICENSOR fails to provide notification to the applicant within 30 days after all documents, information and fees specifically enumerated in the LICENSOR's permit application form are submitted by the applicant to the LICENSOR. Processing deadlines are tolled from the time the LICENSOR sends the notice of incompleteness to the time the applicant provides the missing information.
- f) TOLLING. The time period for applications may be further tolled by the express agreement in writing by both LICENSOR and LICENSEE; or a local, State or federal disaster declaration or similar emergency that causes the delay.
- g) CONSOLIDATED APPLICATIONS. A LICENSEE seeking to collocate small wireless facilities within the jurisdiction of LICENSOR shall be allowed, at LICENSEE's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. If an application includes multiple small wireless facilities, LICENSOR may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. LICENSOR may issue separate permits for each collocation that is approved in a consolidated application.

- 6) COLLOCATION COMPLETION DEADLINE. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless LICENSOR and LICENSEE agree to extend this period or a delay is caused by make-ready work for a LICENSOR utility pole or by the lack of commercial power or backhaul availability at the site, provided LICENSEE has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless LICENSOR grants an extension in writing to the LICENSEE.
- 7) DURATION OF PERMITS AND SUPPLEMENTS. The duration of a permit and the initial Supplement shall be for a period of 5 years, and the permit and Supplement shall be renewed for equivalent durations unless LICENSOR makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable codes or local code provisions or regulations in Ordinance No. _____, as now or hereafter amended. If P.A. 100-0585 is repealed as provided in Section 90 of the Act, renewals of permits shall be subject to the LICENSOR's code provisions or regulations in effect at the time of renewal.
- 8) EXTENSIONS. Each Supplement may be extended for additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.
- 9) RENTAL. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the LICENSOR in the Supplement (unless LESSOR otherwise designates another payee and provides notice to LICENSEE). LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. Rental for the use of any poles pursuant to this Agreement, shall be an annual fee in such amount as is imposed from time to time by the Village Board per each wireless facility which LICENSEE attaches to LICENSOR's pole. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of the applicable Supplement. Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

- 10) ABANDONMENT. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned and the LICENSEE must remove the small wireless facility within 90 days after receipt of written notice from LICENSOR notifying LICENSEE of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by LICENSOR to the LICENSEE at the last known address of LICENSEE. If the small wireless facility is not removed within 90 days of such notice, LICENSOR may remove or cause the removal of such facility and charge said costs to the LICENSEE.

LICENSEE shall provide written notice to LICENSOR of any sale or transfer of small wireless facilities not less than 30 days prior to such transfer and said notice shall include the name and contact information of the new wireless provider.

- 11) CONDITION OF PREMISES. Where the Premises includes one or more Poles, LICENSOR covenants that it will keep the Poles in good repair as required by all federal, state, county and local laws. If the LICENSOR fails to make such repairs including maintenance within 60 days, of any notification to LICENSOR, the LICENSEE shall have the right to cease annual rental for the effected poles, but only if the poles are no longer capable of being used for the purpose originally contemplated in this Agreement or otherwise do not comply with existing law. If LICENSEE terminates, LICENSEE shall remove its small wireless facility. Termination of this Agreement shall be the LICENSEE's sole remedy.

- 12) MAKE READY TERMS. LICENSOR shall not require more make-ready work than required to meet applicable codes or industry standards. Make-ready work may include work needed to accommodate additional public safety communications needs that are identified in a documented and approved plan for the deployment of public safety equipment as specified and included in an existing or preliminary LICENSOR or public service agency plan. Fees for make-ready work, including any LICENSOR utility pole attachment, shall not exceed actual costs or the amount charged to communications service providers for similar work and shall not include any consultants' fees or expenses for LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric service. Make-ready work, including any pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by the LICENSOR at the LICENSEE's sole cost and expense.

- 13) AERIAL FACILITIES. For LICENSOR utility poles that support aerial facilities used to provide communications services or electric services, LICENSEE shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. LICENSOR shall follow a substantially similar process for such make-ready work except to the extent that the timing requirements are otherwise addressed in Ordinance No. _____, as now or hereafter amended. The good-faith estimate of the person owning or controlling LICENSOR's utility pole for any make-ready work necessary to enable the pole to support the requested collocation shall include LICENSOR utility pole replacement, if necessary. Make-ready work for utility poles that support aerial facilities used to provide communications services or electric services may include reasonable consultants' fees and expenses.

- 14) NO AERIAL FACILITIES. For LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric services, LICENSOR shall provide a good-faith estimate for any make-ready work necessary to enable the LICENSOR utility pole to support the requested collocation, include pole replacement, if necessary, within 90 days after receipt of a complete application. Make-ready work, including any LICENSOR utility pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by LICENSEE at LICENSEE's sole cost and expense. Alternatively, if LICENSOR determines that applicable codes or public safety regulations require the LICENSOR's utility pole to be replaced to support the requested collocation, LICENSOR may require LICENSEE to replace LICENSOR's utility pole at LICENSEE's sole cost and expense.
- 15) GENERAL RESTRICTIONS. In the event LICENSOR, in its reasonable discretion deems it necessary to remove, relocate or replace a Pole, LICENSOR shall notify LICENSEE at least one hundred eighty (180) days prior of the need to remove or relocate its small wireless facility. In such event, LICENSOR shall provide options for alternative locations for LICENSEE relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). LICENSEE shall be solely responsible for all costs related to the relocation of its small wireless facility to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, LICENSEE may terminate the applicable Supplement. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, LICENSOR must provide as much notice as reasonably practical under the circumstances. LICENSEE may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified therein.
- 16) ELECTRICAL. LICENSEE shall be permitted to connect its equipment to necessary electrical and telephone service, at LICENSEE's expense. LICENSEE shall attempt to coordinate with utility companies to provide separate service to LICENSEE's equipment for LICENSEE use. In the event that LICENSEE can obtain separate electrical service with a separate meter measuring usage, the LICENSEE shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, LICENSEE may use existing service, at LICENSEE's expense, upon the reasonable approval of LICENSOR. In the event that LICENSEE uses existing utility service at an individual Premises, the Parties agree to either: (i) attempt to have a sub-meter installed, at LICENSEE's expense, which shall monitor LICENSEE's utility usage (with a reading and subsequent bill for usage delivered to LICENSEE by either the applicable utility company or LICENSOR); or (ii) provide for an additional fee in the applicable Supplement which shall cover LICENSEE's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Supplement.
- 17) TEMPORARY POWER. LICENSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall be permitted to connect

the temporary power source to its equipment on the Premises in areas and manner approved by LICENSOR.

18) USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating small wireless facilities and uses incidental thereto. LICENSEE shall have the right to replace, repair and modify equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, in conformance with the original Supplement. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 23 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement. Notwithstanding anything to the contrary in this Paragraph, LICENSEE shall continue to be liable for all rental payments to the LICENSOR until all equipment is removed from the Property.

19) INSURANCE. LICENSEE shall carry, at LICENSEE's own cost and expense, the following insurance: (i) property insurance for its property's replacement cost against all risks; (ii) workers' compensation insurance, as required by law; or (iii) commercial general liability insurance with respect to its activities on LICENSOR improvements or rights-of-way to afford [Insert minimum protection limits consistent with requirements of other users of LICENSOR improvements or rights-of-way, including coverage for bodily injury and property damage. Example: LICENSEE agrees that at its own cost and expense, LICENSEE will maintain general liability insurance with limits not less than \$ _____ for injury to or death of one or more persons in any one occurrence and \$ _____ for damage or destruction to property in any one occurrence.] LICENSEE shall include LICENSOR as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of LICENSOR in a commercial general liability policy.]

LICENSEE may self-insure all or a portion of the insurance coverage and limit requirements required by LICENSOR. If LICENSEE self-insures it is not required, to the extent of the self-insurance, to comply with the requirement for the naming of additional insureds under this Section. If LICENSEE elects to self-insure it shall provide to LICENSOR evidence sufficient

to demonstrate LICENSEE'S financial ability to self-insure the insurance coverage and limits required by LICENSOR.

- 20) INDEMNIFICATION. LICENSEE shall indemnify and hold LICENSOR harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of LICENSOR's improvements or right-of-way associated with such improvements by LICENSEE or its employees, agents, or contractors arising out of the rights and privileges granted under this Agreement and PA 100-0585. LICENSEE has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of LICENSOR or its employees or agents. LICENSEE hereby further waives any claims that LICENSEE may have against the LICENSOR with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.
- 21) REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by LICENSEE excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.
- 22) RIGHTS UPON SALE. Should LICENSOR, at any time during the Term of any Supplement decide to sell or transfer all or any part of the Property such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder and under the terms of the Supplement.
- 23) NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR:
Director of Public Works
Village of Rantoul
200 E. Grove Street
Rantoul, Illinois 61866

Copy to:
Kenneth N. Beth
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, Illinois 61820

LICENSEE:
Name
Company
Address
City, State Zip

Copy to:
Name
Company
Address
City, State Zip

Either Party may change the addressee and/or location for the giving of notice to it by providing a thirty (30) days' prior written notice to the other Party.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24) CASUALTY. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

25) DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have 30 days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed 90 days, as may be required beyond the 30 days if the breaching Party commences the cure within the 30-day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended to 90 days based on circumstances.

- 26) REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting, other than by the specific terms of this Agreement, the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of Illinois. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.
- 27) APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws relating to the Pole in general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary building permits).
- 28) BOND. LICENSEE shall deposit with LICENSOR on one occasion prior to the commencement of the first Supplement a bond in a form reasonably acceptable to LICENSOR in the amount of \$10,000 per small wireless facility to guarantee the safe and efficient removal of any equipment from any Premises subject to this Agreement, which equipment remains more than 30 days after rental payment has ceased and Licensee has failed to remove the equipment. The funds may also be used to restore the premises to original condition, if LICENSEE fails to do so.
- 29) MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state of Illinois.
- 30) EXECUTION IN COUNTERPARTS. This Agreement and any Supplements may be executed in multiple counterparts, including by counterpart facsimiles or scanned email

counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

31) AUTHORIZATION. LICENSEE certifies and warrants that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

**VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS,
an Illinois Municipal Corporation**

BY:

Name: _____

Title: _____

Date: _____

LICENSEE:

BY:

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement (Supplement), is made this ____ day of _____, _____, between the **Village of Rantoul, Champaign County, Illinois**, whose principal place of business is 333 South Tanner Street, Rantoul, Illinois (LICENSOR), and _____, whose principal place of business is _____ (LICENSEE).

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the Village of Rantoul, Champaign County, Illinois and _____, dated _____, 20____, (the Agreement). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement (note – Supplement should govern because there may be some site specific items that might have to be addressed at an individual location which might create a conflict with Agreement terms) shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **Premises.** The Property owned by Licensor is located at _____. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.

3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.

4. **Consideration.** Rent under this Supplement shall be \$200.00 per year, payable to LICENSOR at _____. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement. LESSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.

5. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR

Village of Rantoul, Champaign County, Illinois, an Illinois Municipal Corporation

BY:

Name: _____

Title: _____

Date: _____

LICENSEE

BY:

Name: _____

Title: _____

Date: _____

EXHIBIT 1

Premises

(see attached site plans)

MUNICIPAL OFFICIALS SHOULD REVIEW THIS DOCUMENT WITH RETAINED LEGAL COUNSEL OR OTHER QUALIFIED ATTORNEY.

ORDINANCE NO. _____

**AN ORDINANCE PROVIDING FOR THE
REGULATION OF AND APPLICATION FOR SMALL WIRELESS FACILITIES**

WHEREAS, the Illinois General Assembly has recently enacted Public Act 100-0585, known as the Small Wireless Facilities Deployment Act (the Act), which became effective on June 1, 2018; and

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) is an Illinois municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village is authorized, under existing State and federal law, to enact appropriate regulations and restrictions relative to small wireless facilities, distributed antenna systems and other personal wireless telecommunication facility installations in the public right-of-way as long as it does not conflict with State and federal law; and

WHEREAS, the Act sets forth the requirements for the collocation of small wireless facilities by local authorities.

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

Section 1. Purpose and Scope.

Purpose. The purpose of this Ordinance is to establish regulations, standards and procedures for the siting and collocation of small wireless facilities on rights-of-way within the Village’s jurisdiction, or outside the rights-of-way on property zoned by the Village exclusively for commercial or industrial use, in a manner that is consistent with the Act.

Conflicts with Other Ordinances. This Ordinance supersedes all Ordinances or parts of Ordinances adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Conflicts with State and Federal Laws. In the event that applicable federal or State laws or regulations conflict with the requirements of this Ordinance, the wireless provider shall comply with the requirements of this Ordinance to the maximum extent possible without violating federal or State laws or regulations.

Section 2. Definitions.

For the purposes of this Ordinance, the following terms shall have the following meanings:

Antenna – communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes – uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, including the National Electric Safety Code.

Applicant – any person who submits an application and is a wireless provider.

Application – a request submitted by an applicant to the Village for a permit to collocate small wireless facilities, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.

Collocate or collocation – to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

Communications service – cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.

Communications service provider – a cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

FCC – the Federal Communications Commission of the United States.

Fee – a one-time charge.

Historic district or historic landmark – a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the Village pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

Law – a federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.

Micro wireless facility – a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

Municipal utility pole – a utility pole owned or operated by the Village in public rights-of-way.

Permit – a written authorization required by the Village to perform an action or initiate, continue, or complete a project.

Person – an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.

Public safety agency – the functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

Rate – a recurring charge.

Right-of-way – the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include Village-owned aerial lines.

Small wireless facility – a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Utility pole – a pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

Wireless facility – equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

Wireless infrastructure provider – any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the Village.

Wireless provider – a wireless infrastructure provider or a wireless services provider.

Wireless services – any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

Wireless services provider – a person who provides wireless services.

Wireless support structure – a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole.

Section 3. Regulation of Small Wireless Facilities.

Permitted Use. Small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in paragraph (9) regarding Height Exceptions or Variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

Permit Required. An applicant shall obtain one or more permits from the Village to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements:

(1) Application Requirements. A wireless provider shall provide the following information to the Village, together with the Village's Small Cell Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:

- a. Site specific structural integrity and, for a municipal utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
- b. The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
- c. Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
- d. The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
- e. A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
- f. Certification that the collocation complies with the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge.
- g. In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the Village, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.

(2) Application Process. The Village shall process applications as follows:

- a. The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.

- b. An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the Village fails to approve or deny the application within 90 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice from the Applicant to the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under this Ordinance.

- c. An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the Village fails to approve or deny the application within 120 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under this Ordinance.

- d. The Village shall deny an application which does not meet the requirements of this Ordinance.

If the Village determines that applicable codes, ordinances or regulations that concern public safety, or the Collocation Requirements and Conditions contained herein require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider.

The Village shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the Village denies an application.

The applicant may cure the deficiencies identified by the Village and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The Village shall

approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require the applicant to submit a new application with applicable fees, and recommencement of the Village's review period.

The applicant must notify the Village in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- e. Pole Attachment Agreement. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the Village and the applicant shall enter into a Master Pole Attachment Agreement, provided by the Village for the initial collocation on a municipal utility pole by the application. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the Village and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement.

- (3) Completeness of Application. Within 30 days after receiving an application, the Village shall determine whether the application is complete and notify the applicant. If an application is incomplete, the Village must specifically identify the missing information. An application shall be deemed complete if the Village fails to provide notification to the applicant within 30 days after all documents, information and fees specifically enumerated in the Village's permit application form are submitted by the applicant to the Village.

Processing deadlines are tolled from the time the Village sends the notice of incompleteness to the time the applicant provides the missing information.

- (4) Tolling. The time period for applications may be further tolled by:
 - a. An express written agreement by both the applicant and the Village; or
 - b. A local, State or federal disaster declaration or similar emergency that causes the delay.

- (5) Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the Village shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the Village may remove small wireless facility collocations from the application and treat separately small

wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The Village may issue separate permits for each collocation that is approved in a consolidated application.

- (6) Duration of Permits. The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the Village makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable Village codes or any provision, condition or requirement contained in this Ordinance.

If the Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable Village code provisions or regulations in effect at the time of renewal.

- (7) Means of Submitting Applications. Applicants shall submit applications, supporting information and notices to the Village by personal delivery at the Village's designated place of business, by regular mail postmarked on the date due or by any other commonly used means, including electronic mail.

Collocation Requirements and Conditions.

- (1) Public Safety Space Reservation. The Village may reserve space on municipal utility poles for future public safety uses, for the Village's electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the Village reasonably determines that the municipal utility pole cannot accommodate both uses.
- (2) Installation and Maintenance. The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Ordinance. The wireless provider shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
- (3) No interference with public safety communication frequencies. The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference in a manner consistent

with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

The Village may terminate a permit for a small wireless facility based on such interference if the wireless provider is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

- (4) The wireless provider shall not collocate small wireless facilities on Village utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the Village utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.

For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

- (5) The wireless provider shall comply with all applicable codes and local code provisions or regulations that concern public safety.
- (6) The wireless provider shall comply with written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment and aesthetic requirements that are set forth in the Rantoul Code or other Village ordinance, written policy adopted by the Village, a comprehensive plan or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.
- (7) Alternate Placements. Except as provided in this Collocation Requirements and Conditions heading, a wireless provider shall not be required to collocate small wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, the Village may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within 100 feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the Village, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

- (8) Height Limitations. The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

- a. 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the Village, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the Village, provided the Village may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or
 - b. 45 feet above ground level.
- (9) Height Exceptions or Variances. If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a variance in conformance with procedures, terms and conditions set forth in Section 46-244 of the Rantoul Zoning Ordinance (Chapter 46 of the Rantoul Code).
- (10) Contractual Design Requirements. The wireless provider shall comply with requirements that are imposed by a contract between the Village and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- (11) Ground-mounted Equipment Spacing. The wireless provider shall comply with applicable spacing requirements in applicable codes and ordinances concerning the location of ground-mounted equipment located in the right-of-way if the requirements include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.
- (12) Undergrounding Regulations. The wireless provider shall comply with local code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval if the requirements include a waiver, zoning or other process that addresses requests to install such new utility poles or modify such existing utility poles and do not prohibit the replacement of utility poles.
- (13) Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the Village and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul

services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the Village grants an extension in writing to the applicant.

Application Fees. Application fees are imposed as follows:

- (1) Applicant shall pay an application fee in such amount as is imposed from time to time by the village board.
- (2) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section shall be accompanied by the required application fee. Application fees shall be non-refundable.
- (3) The Village shall not require an application, approval or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:
 - a. routine maintenance;
 - b. the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the Village at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with subsection d. under the Section titled Application Requirements; or
 - c. the installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.
- (4) Wireless providers shall secure a permit from the Village to work within rights-of-way for activities that affect traffic patterns or require lane closures.

Exceptions to Applicability. Nothing in this Ordinance authorizes a person to collocate small wireless facilities on:

- (1) property owned by a private party or property owned or controlled by the Village or another unit of local government that is not located within rights-of-way, or a privately owned utility pole or wireless support structure without the consent of the property owner;
- (2) property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or
- (3) property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code or any public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this Ordinance do not apply to an electric or

gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in Section 3-105 of the Public Utilities Act. Nothing in this Ordinance shall be construed to relieve any person from any requirement (a) to obtain a franchise or a State-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this Ordinance.

Pre-Existing Agreements. Existing agreements between the Village and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on Village utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the Village's utility poles pursuant to applications submitted to the Village before June 1, 2018, subject to applicable termination provisions contained therein. Agreements entered into after June 1, 2018, shall comply with this Ordinance.

A wireless provider that has an existing agreement with the Village on the effective date of the Act may accept the rates, fees and terms that the Village makes available under this Ordinance for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted two or more years after the effective date of the Act by notifying the Village that it opts to accept such rates, fees and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the Village's utility poles pursuant to applications submitted to the Village before the wireless provider provides such notice and exercises its option under this paragraph.

Annual Recurring Rate. A wireless provider shall pay to the Village an annual recurring rate to collocate a small wireless facility on a Village utility pole located in a right-of-way in such amount as is imposed from time to time by the village board.

Abandonment. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the Village notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the Village to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the Village may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

A wireless provider shall provide written notice to the Village if it sells or transfers small wireless facilities within the jurisdiction of the Village. Such notice shall include the name and contact information of the new wireless provider.

Section 4. Dispute Resolution.

The Circuit Court of Champaign County, Illinois shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on municipal utility poles within the right-of-way, the Village shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

Section 5. Indemnification.

A wireless provider shall indemnify and hold the Village harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the Village improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Ordinance and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the Village or its employees or agents. A wireless provider shall further waive any claims that they may have against the Village with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

Section 6. Insurance.

The wireless provider shall carry, at the wireless provider's own cost and expense, the following insurance:

- (i) property insurance for its property's replacement cost against all risks;
- (ii) workers' compensation insurance, as required by law;

OR

(iii) commercial general liability insurance with respect to its activities on the Village improvements or rights-of-way to afford minimum protection limits consistent with its requirements of other users of Village improvements or rights-of-way, including coverage for bodily injury and property damage.

The wireless provider shall include the Village as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the Village in a commercial general liability policy prior to the collocation of any wireless facility.

A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the Village. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this Section. A wireless provider that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the Village.

Section 7. Severability.

If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or

applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section 8. Effective Date.

This Ordinance is hereby passed, the "ayes" and "nays" being called, by the concurrence of a majority of the members of the Corporate Authorities then holding office at a regular meeting held on the date set forth below upon a roll call vote as follows:

"Ayes" _____

"Nays" _____

"Absent" _____

PASSED this 17th day of July, 2018.

Village Clerk

APPROVED this 17th day of July, 2018.

Village President

Public Act 100-0585

SB1451 Enrolled

LRB100 09256 AWJ 19412 b

AN ACT concerning local government.

**Be it enacted by the People of the State of Illinois,
represented in the General Assembly:**

Section 1. Short title. This Act may be cited as the Small Wireless Facilities Deployment Act.

Section 5. Legislative intent. Small wireless facilities are critical to delivering wireless access to advanced technology, broadband, and 9-1-1 services to homes, businesses, and schools in Illinois. Because of the integral role that the delivery of wireless technology plays in the economic vitality of the State of Illinois and in the lives of its citizens, the General Assembly has determined that a law addressing the deployment of wireless technology is of vital interest to the State. To ensure that public and private Illinois consumers continue to benefit from these services as soon as possible and to ensure that providers of wireless access have a fair and predictable process for the deployment of small wireless facilities in a manner consistent with the character of the area in which the small wireless facilities are deployed, the General Assembly is enacting this Act, which specifies how local authorities may regulate the collocation of small wireless facilities.

Section 7. Applicability. This Act does not apply to a municipality with a population of 1,000,000 or more.

Section 10. Definitions. As used in this Act:

"Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

"Applicable codes" means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, including the National Electric Safety Code.

"Applicant" means any person who submits an application and is a wireless provider.

"Application" means a request submitted by an applicant to an authority for a permit to collocate small wireless facilities, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.

"Authority" means a unit of local government that has jurisdiction and control for use of public rights-of-way as provided by the Illinois Highway Code for placements within public rights-of-way or has zoning or land use control for placements not within public rights-of-way.

"Authority utility pole" means a utility pole owned or operated by an authority in public rights-of-way.

"Collocate" or "collocation" means to install, mount,

maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

"Communications service" means cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(33), as amended; or wireless service other than mobile service.

"Communications service provider" means a cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

"FCC" means the Federal Communications Commission of the United States.

"Fee" means a one-time charge.

"Historic district" or "historic landmark" means a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a

locally landmarked building, property, site, or historic district by an ordinance adopted by the authority pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

"Law" means a federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.

"Micro wireless facility" means a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

"Permit" means a written authorization required by an authority to perform an action or initiate, continue, or complete a project.

"Person" means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including an authority.

"Public safety agency" means the functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

"Rate" means a recurring charge.

"Right-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. "Right-of-way" does not include authority-owned aerial lines.

"Small wireless facility" means a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

"Utility pole" means a pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

"Wireless facility" means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment

associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. "Wireless facility" includes small wireless facilities. "Wireless facility" does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

"Wireless infrastructure provider" means any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the authority.

"Wireless provider" means a wireless infrastructure provider or a wireless services provider.

"Wireless services" means any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

"Wireless services provider" means a person who provides wireless services.

"Wireless support structure" means a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. "Wireless support structure" does not include a utility pole.

Section 15. Regulation of small wireless facilities.

(a) This Section applies to activities of a wireless provider within or outside rights-of-way.

(b) Except as provided in this Section, an authority may not prohibit, regulate, or charge for the collocation of small wireless facilities.

(c) Small wireless facilities shall be classified as permitted uses and subject to administrative review in conformance with this Act, except as provided in paragraph (5) of subsection (d) of this Section regarding height exceptions or variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zone, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

(d) An authority may require an applicant to obtain one or more permits to collocate a small wireless facility. An authority shall receive applications for, process, and issue

permits subject to the following requirements:

(1) An authority may not directly or indirectly require an applicant to perform services unrelated to the collocation for which approval is sought, such as in-kind contributions to the authority, including reserving fiber, conduit, or utility pole space for the authority on the wireless provider's utility pole. An authority may reserve space on authority utility poles for future public safety uses or for the authority's electric utility uses, but a reservation of space may not preclude the collocation of a small wireless facility unless the authority reasonably determines that the authority utility pole cannot accommodate both uses.

(2) An applicant shall not be required to provide more information to obtain a permit than the authority requires of a communications service provider that is not a wireless provider that requests to attach facilities to a structure; however, a wireless provider may be required to provide the following information when seeking a permit to collocate small wireless facilities on a utility pole or wireless support structure:

(A) site specific structural integrity and, for an authority utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;

(B) the location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed;

(C) specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;

(D) the equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;

(E) a proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and

(F) certification that the collocation complies with paragraph (6) to the best of the applicant's knowledge.

(3) Subject to paragraph (6), an authority may not require the placement of small wireless facilities on any specific utility pole, or category of utility poles, or require multiple antenna systems on a single utility pole; however, with respect to an application for the collocation

of a small wireless facility associated with a new utility pole, an authority may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within 100 feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant. The authority may require the applicant to provide a written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph (3).

(4) Subject to paragraph (6), an authority may not limit the placement of small wireless facilities mounted on a utility pole or a wireless support structure by minimum horizontal separation distances.

(5) An authority may limit the maximum height of a small wireless facility to 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated. Subject to any applicable waiver, zoning, or other process that addresses wireless provider requests for an exception or variance and does not prohibit granting of such exceptions or variances, the authority may limit the height of new or replacement utility poles or

wireless support structures on which small wireless facilities are collocated to the higher of: (i) 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the authority, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the authority, provided the authority may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or (ii) 45 feet above ground level.

(6) An authority may require that:

(A) the wireless provider's operation of the small wireless facilities does not interfere with the frequencies used by a public safety agency for public safety communications; a wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment; unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public

safety agency; if a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary; the authority may terminate a permit for a small wireless facility based on such interference if the wireless provider is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675;

(B) the wireless provider comply with requirements that are imposed by a contract between an authority and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way;

(C) the wireless provider comply with applicable spacing requirements in applicable codes and ordinances concerning the location of ground-mounted equipment located in the right-of-way if the

requirements include a waiver, zoning, or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances;

(D) the wireless provider comply with local code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval if the requirements include a waiver, zoning, or other process that addresses requests to install such new utility poles or modify such existing utility poles and do not prohibit the replacement of utility poles;

(E) the wireless provider comply with generally applicable standards that are consistent with this Act and adopted by an authority for construction and public safety in the rights-of-way, including, but not limited to, reasonable and nondiscriminatory wiring and cabling requirements, grounding requirements, utility pole extension requirements, and signage limitations; and shall comply with reasonable and nondiscriminatory requirements that are consistent with this Act and adopted by an authority regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities;

(F) the wireless provider not collocate small wireless facilities on authority utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole; however, the antenna and support equipment of the small wireless facility may be located in the communications space on the authority utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole; for purposes of this subparagraph (F), the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers;

(G) the wireless provider comply with the applicable codes and local code provisions or regulations that concern public safety;

(H) the wireless provider comply with written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment, and aesthetic requirements that are identified by the authority in an ordinance, written policy adopted by the governing board of the authority, a comprehensive plan, or other written design plan that

applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district; and

(I) subject to subsection (c) of this Section, and except for facilities excluded from evaluation for effects on historic properties under 47 CFR 1.1307(a)(4), reasonable, technically feasible and non-discriminatory design or concealment measures in a historic district or historic landmark; any such design or concealment measures, including restrictions on a specific category of poles, may not have the effect of prohibiting any provider's technology; such design and concealment measures shall not be considered a part of the small wireless facility for purposes of the size restrictions of a small wireless facility; this paragraph may not be construed to limit an authority's enforcement of historic preservation in conformance with the requirements adopted pursuant to the Illinois State Agency Historic Resources Preservation Act or the National Historic Preservation Act of 1966, 54 U.S.C. Section 300101 et seq., and the regulations adopted to implement those laws.

(7) Within 30 days after receiving an application, an authority must determine whether the application is complete and notify the applicant. If an application is incomplete, an authority must specifically identify the

missing information. An application shall be deemed complete if the authority fails to provide notification to the applicant within 30 days after when all documents, information, and fees specifically enumerated in the authority's permit application form are submitted by the applicant to the authority. Processing deadlines are tolled from the time the authority sends the notice of incompleteness to the time the applicant provides the missing information.

(8) An authority shall process applications as follows:

(A) an application to collocate a small wireless facility on an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and deemed approved if the authority fails to approve or deny the application within 90 days; however, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify the authority in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application; the permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the authority; the receipt of the deemed

approved notice shall not preclude the authority's denial of the permit request within the time limits as provided under this Act; and

(B) an application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the authority fails to approve or deny the application within 120 days; however, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify the authority in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application; the permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the authority; the receipt of the deemed approved notice shall not preclude the authority's denial of the permit request within the time limits as provided under this Act.

(9) An authority shall approve an application unless the application does not meet the requirements of this Act. If an authority determines that applicable codes, local code provisions or regulations that concern public safety, or the requirements of paragraph (6) require that the

utility pole or wireless support structure be replaced before the requested collocation, approval may be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider. The authority must document the basis for a denial, including the specific code provisions or application conditions on which the denial was based, and send the documentation to the applicant on or before the day the authority denies an application. The applicant may cure the deficiencies identified by the authority and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The authority shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved; however, the applicant must notify the authority in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the resubmitted application. Any subsequent review shall be limited to the deficiencies cited in the denial. However, this revised application cure does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

(10) The time period for applications may be further

tolled by:

(A) the express agreement in writing by both the applicant and the authority; or

(B) a local, State, or federal disaster declaration or similar emergency that causes the delay.

(11) An applicant seeking to collocate small wireless facilities within the jurisdiction of a single authority shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. If an application includes multiple small wireless facilities, the authority may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The authority may issue separate permits for each collocation that is approved in a consolidated application.

(12) Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the authority and the wireless provider agree to extend this period or a delay is caused by make-ready work

for an authority utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the authority grants an extension in writing to the applicant.

(13) The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the authority makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable codes or local code provisions or regulations in paragraphs (6) and (9). If this Act is repealed as provided in Section 90, renewals of permits shall be subject to the applicable authority code provisions or regulations in effect at the time of renewal.

(14) An authority may not prohibit, either expressly or de facto, the (i) filing, receiving, or processing applications, or (ii) issuing of permits or other approvals, if any, for the collocation of small wireless facilities unless there has been a local, State, or federal disaster declaration or similar emergency that causes the delay.

(15) Applicants shall submit applications, supporting

information, and notices by personal delivery or as otherwise required by the authority. An authority may require that permits, supporting information, and notices be submitted by personal delivery at the authority's designated place of business, by regular mail postmarked on the date due, or by any other commonly used means, including electronic mail, as required by the authority.

(e) Application fees are subject to the following requirements:

(1) An authority may charge an application fee of up to \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure and up to \$350 for each small wireless facility addressed in an application to collocate more than one small wireless facility on existing utility poles or wireless support structures.

(2) An authority may charge an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility for such collocation.

(3) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section must be accompanied by the required application fee.

(4) Within 2 months after the effective date of this Act, an authority shall make available application fees

consistent with this subsection, through ordinance, or in a written schedule of permit fees adopted by the authority.

(f) An authority shall not require an application, approval, or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for: (i) routine maintenance; (ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the authority at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of subparagraph (D) of paragraph (2) of subsection (d) of this Section; or (iii) the installation, placement, maintenance, operation, or replacement of micro wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes. However, an authority may require a permit to work within rights-of-way for activities that affect traffic patterns or require lane closures.

(g) Nothing in this Act authorizes a person to collocate small wireless facilities on: (1) property owned by a private party or property owned or controlled by a unit of local government that is not located within rights-of-way, subject to subsection (j) of this Section, or a privately owned utility pole or wireless support structure without the consent of the property owner; (2) property owned, leased, or controlled by a

park district, forest preserve district, or conservation district for public park, recreation, or conservation purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or (3) property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this Act do not apply to an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed, and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in Section 3-105 of the Public Utilities Act. Nothing in this Act shall be construed to relieve any person from any requirement (1) to obtain a franchise or a State-issued authorization to offer cable service or video service or (2) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this Act.

(h) Agreements between authorities and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on authority utility poles, that are in effect on the effective date of this Act remain in effect for all small wireless facilities collocated on the authority's utility poles pursuant to applications submitted to the authority before the effective date of this Act, subject to applicable termination provisions. Such agreements entered into after the effective date of the Act shall comply with the Act.

(i) An authority shall allow the collocation of small wireless facilities on authority utility poles subject to the following:

(1) An authority may not enter into an exclusive arrangement with any person for the right to attach small wireless facilities to authority utility poles.

(2) The rates and fees for collocations on authority utility poles shall be nondiscriminatory regardless of the services provided by the collocating person.

(3) An authority may charge an annual recurring rate to collocate a small wireless facility on an authority utility pole located in a right-of-way that equals (i) \$200 per year or (ii) the actual, direct, and reasonable costs related to the wireless provider's use of space on the authority utility pole. Rates for collocation on authority utility poles located outside of a right-of-way are not

subject to these limitations. In any controversy concerning the appropriateness of a cost-based rate for an authority utility pole located within a right-of-way, the authority shall have the burden of proving that the rate does not exceed the actual, direct, and reasonable costs for the applicant's proposed use of the authority utility pole. Nothing in this paragraph (3) prohibits a wireless provider and an authority from mutually agreeing to an annual recurring rate of less than \$200 to collocate a small wireless facility on an authority utility pole.

(4) Authorities or other persons owning or controlling authority utility poles within the right-of-way shall offer rates, fees, and other terms that comply with subparagraphs (A) through (E) of this paragraph (4). Within 2 months after the effective date of this Act, an authority or a person owning or controlling authority utility poles shall make available, through ordinance or an authority utility pole attachment agreement, license or other agreement that makes available to wireless providers, the rates, fees, and terms for the collocation of small wireless facilities on authority utility poles that comply with this Act and with subparagraphs (A) through (E) of this paragraph (4). In the absence of such an ordinance or agreement that complies with this Act, and until such a compliant ordinance or agreement is adopted, wireless providers may collocate small wireless facilities and

install utility poles under the requirements of this Act.

(A) The rates, fees, and terms must be nondiscriminatory, competitively neutral, and commercially reasonable, and may address, among other requirements, the requirements in subparagraphs (A) through (I) of paragraph (6) of subsection (d) of this Section; subsections (e), (i), and (k) of this Section; Section 30; and Section 35, and must comply with this Act.

(B) For authority utility poles that support aerial facilities used to provide communications services or electric service, wireless providers shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations, and the authority shall follow a substantially similar process for make-ready work except to the extent that the timing requirements are otherwise addressed in this Act. The good-faith estimate of the person owning or controlling the authority utility pole for any make-ready work necessary to enable the pole to support the requested collocation shall include authority utility pole replacement, if necessary.

(C) For authority utility poles that do not support aerial facilities used to provide communications services or electric service, the authority shall provide a good-faith estimate for any make-ready work

necessary to enable the authority utility pole to support the requested collocation, including pole replacement, if necessary, within 90 days after receipt of a complete application. Make-ready work, including any authority utility pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by the applicant at the wireless provider's sole cost and expense. Alternatively, if the authority determines that applicable codes or public safety regulations require the authority utility pole to be replaced to support the requested collocation, the authority may require the wireless provider to replace the authority utility pole at the wireless provider's sole cost and expense.

(D) The authority shall not require more make-ready work than required to meet applicable codes or industry standards. Make-ready work may include work needed to accommodate additional public safety communications needs that are identified in a documented and approved plan for the deployment of public safety equipment as specified in paragraph (1) of subsection (d) of this Section and included in an existing or preliminary authority or public service agency budget for attachment within one year of the application. Fees for make-ready work, including any authority utility pole replacement, shall not exceed

actual costs or the amount charged to communications service providers for similar work and shall not include any consultants' fees or expenses for authority utility poles that do not support aerial facilities used to provide communications services or electric service. Make-ready work, including any pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by the wireless provider, at its sole cost and expense.

(E) A wireless provider that has an existing agreement with the authority on the effective date of the Act may accept the rates, fees, and terms that an authority makes available under this Act for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted 2 or more years after the effective date of the Act as provided in this paragraph (4) by notifying the authority that it opts to accept such rates, fees, and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the authority's utility poles pursuant to applications submitted to the authority before the wireless provider provides such notice and exercises its option under this

subparagraph.

(j) An authority shall authorize the collocation of small wireless facilities on utility poles owned or controlled by the authority that are not located within rights-of-way to the same extent the authority currently permits access to utility poles for other commercial projects or uses. The collocations shall be subject to reasonable and nondiscriminatory rates, fees, and terms as provided in an agreement between the authority and the wireless provider.

(k) Nothing in this Section precludes an authority from adopting reasonable rules with respect to the removal of abandoned small wireless facilities. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned and the owner of the facility must remove the small wireless facility within 90 days after receipt of written notice from the authority notifying the owner of the abandonment. The notice shall be sent by certified or registered mail, return receipt requested, by the authority to the owner at the last known address of the owner. If the small wireless facility is not removed within 90 days of such notice, the authority may remove or cause the removal of the such facility pursuant to the terms of its pole attachment agreement for authority utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery. An authority may require a wireless provider to provide written notice to the authority if it sells or

transfers small wireless facilities subject to this Act within the jurisdictional boundary of the authority. Such notice shall include the name and contact information of the new wireless provider.

(1) Nothing in this Section requires an authority to install or maintain any specific utility pole or to continue to install or maintain utility poles in any location if the authority makes a non-discriminatory decision to eliminate above-ground utility poles of a particular type generally, such as electric utility poles, in all or a significant portion of its geographic jurisdiction. For authority utility poles with collocated small wireless facilities in place when an authority makes a decision to eliminate above-ground utility poles of a particular type generally, the authority shall either (i) continue to maintain the authority utility pole or install and maintain a reasonable alternative utility pole or wireless support structure for the collocation of the small wireless facility, or (ii) offer to sell the utility pole to the wireless provider at a reasonable cost or allow the wireless provider to install its own utility pole so it can maintain service from that location.

Section 20. Local authority. Subject to this Act and applicable federal law, an authority may continue to exercise zoning, land use, planning, and permitting authority within its territorial boundaries, including with respect to wireless

support structures and utility poles; except that no authority shall have or exercise any jurisdiction or authority over the design, engineering, construction, installation, or operation of any small wireless facility located in an interior structure or upon the site of any campus, stadium, or athletic facility not otherwise owned or controlled by the authority, other than to comply with applicable codes and local code provisions concerning public safety. Nothing in this Act authorizes the State or any political subdivision, including an authority, to require wireless facility deployment or to regulate wireless services.

Section 25. Dispute resolution. A circuit court has jurisdiction to resolve all disputes arising under this Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on authority utility poles within the right-of-way, the authority shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per authority utility pole, with rates to be determined upon final resolution of the dispute.

Section 30. Indemnification. A wireless provider shall indemnify and hold an authority harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the authority improvements or right-of-way

associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the authority or its employees or agents. A wireless provider shall further waive any claims that they may have against an authority with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

Section 35. Insurance.

(a) Except for a wireless provider with an existing franchise to occupy and operate in the rights-of-way, during the period in which the wireless provider's facilities are located on the authority improvements or rights-of-way, the authority may require the wireless provider to carry, at the wireless provider's own cost and expense, the following insurance: (i) property insurance for its property's replacement cost against all risks; (ii) workers' compensation insurance, as required by law; or (iii) commercial general liability insurance with respect to its activities on the authority improvements or rights-of-way to afford minimum protection limits consistent with its requirements of other users of authority improvements or rights-of-way, including coverage for bodily injury and property damage. An authority

may require a wireless provider to include the authority as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the authority in a commercial general liability policy as reasonably required by the authority.

(b) A wireless provider may self-insure all or a portion of the insurance coverage and limit requirements required by an authority. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the naming of additional insureds under this Section. A wireless provider that elects to self-insure shall provide to the authority evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limits required by the authority.

Section 40. Home rule. A home rule unit may not regulate small wireless facilities in a manner inconsistent with this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of powers and functions exercised by the State.

Section 90. Repeal. This Act is repealed on June 1, 2021.

Section 100. The Counties Code is amended by changing Section 5-12001.2 as follows:

(55 ILCS 5/5-12001.2)

Sec. 5-12001.2. Regulation of telecommunications facilities; Lake County pilot project. In addition to any other requirements under this Division concerning the regulation of telecommunications facilities and except as provided by the Small Wireless Facilities Deployment Act, the following applies to any new telecommunications facilities in Lake County that are not AM telecommunications towers or facilities:

(a) For every new wireless telecommunications facility requiring a new tower structure, a telecommunications carrier shall provide the county with documentation consisting of the proposed location, a site plan, and an elevation that sufficiently describes a proposed wireless facility location.

(b) The county shall have 7 days to review the facility proposal and contact the telecommunications carrier in writing via e-mail or other written means as specified by the telecommunications carrier. This written communication shall either approve the proposed location or request a meeting to review other possible alternative locations. If requested, the meeting shall take place within 7 days after the date of the written communication.

(c) At the meeting, the telecommunications carrier shall provide the county documentation consisting of radio frequency engineering criteria and a corresponding

telecommunications facility search ring map, together with documentation of the carrier's efforts to site the proposed facility within the telecommunications facility search ring.

(d) Within 21 days after receipt of the carrier's documentation, the county shall propose either an alternative site within the telecommunications facility search ring, or an alternative site outside of the telecommunications search ring that meets the radio frequency engineering criteria provided by the telecommunications carrier and that will not materially increase the construction budget beyond what was estimated on the original carrier proposed site.

(e) If the county's proposed alternative site meets the radio frequency engineering criteria provided by the telecommunications carrier, and will not materially increase the construction budget beyond what was estimated on the original carrier proposed site, then the telecommunications carrier shall agree to build the facility at the alternative location, subject to the negotiation of a lease with commercially reasonable terms and the obtainment of the customary building permits.

(f) If the telecommunications carrier can demonstrate that: (i) the county's proposed alternative site does not meet the radio frequency engineering criteria, (ii) the county's proposed alternative site will materially

increase the construction budget beyond what was estimated on the original carrier proposed site, (iii) the county has failed to provide an alternative site, or (iv) after a period of 90 days after receipt of the alternative site, the telecommunications carrier has failed, after acting in good faith and with due diligence, to obtain a lease or, at a minimum, a letter of intent to lease the alternative site at lease rates not materially greater than the lease rate for the original proposed site; then the carrier can proceed to permit and construct the site under the provisions and standards of Section 5-12001.1 of this Code.

(Source: P.A. 98-197, eff. 8-9-13; 98-756, eff. 7-16-14.)

ORDINANCE NO. 2580

**AN ORDINANCE PROVIDING FOR THE
REGULATION OF AND APPLICATION FOR SMALL WIRELESS FACILITIES**

WHEREAS, the Illinois General Assembly has recently enacted Public Act 100-0585, known as the Small Wireless Facilities Deployment Act (the Act), which became effective on June 1, 2018; and

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) is an Illinois municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village is authorized, under existing State and federal law, to enact appropriate regulations and restrictions relative to small wireless facilities, distributed antenna systems and other personal wireless telecommunication facility installations in the public right-of-way as long as it does not conflict with State and federal law; and

WHEREAS, the Act sets forth the requirements for the collocation of small wireless facilities by local authorities.

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

Section 1. Purpose and Scope.

Purpose. The purpose of this Ordinance is to establish regulations, standards and procedures for the siting and collocation of small wireless facilities on rights-of-way within the Village’s jurisdiction, or outside the rights-of-way on property zoned by the Village exclusively for commercial or industrial use, in a manner that is consistent with the Act.

Conflicts with Other Ordinances. This Ordinance supersedes all Ordinances or parts of Ordinances adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Conflicts with State and Federal Laws. In the event that applicable federal or State laws or regulations conflict with the requirements of this Ordinance, the wireless provider shall comply with the requirements of this Ordinance to the maximum extent possible without violating federal or State laws or regulations.

Section 2. Definitions.

For the purposes of this Ordinance, the following terms shall have the following meanings:

Antenna – communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes – uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, including the National Electric Safety Code.

Applicant – any person who submits an application and is a wireless provider.

Application – a request submitted by an applicant to the Village for a permit to collocate small wireless facilities, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.

Collocate or collocation – to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

Communications service – cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.

Communications service provider – a cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

FCC – the Federal Communications Commission of the United States.

Fee – a one-time charge.

Historic district or historic landmark – a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the Village pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

Law – a federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.

Micro wireless facility – a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

Municipal utility pole – a utility pole owned or operated by the Village in public rights-of-way.

Permit – a written authorization required by the Village to perform an action or initiate, continue, or complete a project.

Person – an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.

Public safety agency – the functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

Rate – a recurring charge.

Right-of-way – the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include Village-owned aerial lines.

Small wireless facility – a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Utility pole – a pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

Wireless facility – equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

Wireless infrastructure provider – any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the Village.

Wireless provider – a wireless infrastructure provider or a wireless services provider.

Wireless services – any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

Wireless services provider – a person who provides wireless services.

Wireless support structure – a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole.

Section 3. Regulation of Small Wireless Facilities.

Permitted Use. Small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in paragraph (9) regarding Height Exceptions or Variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

Permit Required. An applicant shall obtain one or more permits from the Village to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements:

- (1) Application Requirements. A wireless provider shall provide the following information to the Village, together with the Village's Small Cell Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:
 - a. Site specific structural integrity and, for a municipal utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
 - b. The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
 - c. Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
 - d. The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
 - e. A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
 - f. Certification that the collocation complies with the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge.
 - g. In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the Village, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.
- (2) Application Process. The Village shall process applications as follows:
 - a. The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.

- b. An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the Village fails to approve or deny the application within 90 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice from the Applicant to the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under this Ordinance.

- c. An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the Village fails to approve or deny the application within 120 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under this Ordinance.

- d. The Village shall deny an application which does not meet the requirements of this Ordinance.

If the Village determines that applicable codes, ordinances or regulations that concern public safety, or the Collocation Requirements and Conditions contained herein require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider.

The Village shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the Village denies an application.

The applicant may cure the deficiencies identified by the Village and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The Village shall

approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require the application to submit a new application with applicable fees, and recommencement of the Village's review period.

The applicant must notify the Village in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- e. Pole Attachment Agreement. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the Village and the applicant shall enter into a Master Pole Attachment Agreement, provided by the Village for the initial collocation on a municipal utility pole by the application. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the Village and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement.

- (3) Completeness of Application. Within 30 days after receiving an application, the Village shall determine whether the application is complete and notify the applicant. If an application is incomplete, the Village must specifically identify the missing information. An application shall be deemed complete if the Village fails to provide notification to the applicant within 30 days after all documents, information and fees specifically enumerated in the Village's permit application form are submitted by the applicant to the Village.

Processing deadlines are tolled from the time the Village sends the notice of incompleteness to the time the applicant provides the missing information.

- (4) Tolling. The time period for applications may be further tolled by:
 - a. An express written agreement by both the applicant and the Village; or
 - b. A local, State or federal disaster declaration or similar emergency that causes the delay.
- (5) Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the Village shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the Village may remove small wireless facility collocations from the application and treat separately small

wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The Village may issue separate permits for each collocation that is approved in a consolidated application.

- (6) Duration of Permits. The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the Village makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable Village codes or any provision, condition or requirement contained in this Ordinance.

If the Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable Village code provisions or regulations in effect at the time of renewal.

- (7) Means of Submitting Applications. Applicants shall submit applications, supporting information and notices to the Village by personal delivery at the Village's designated place of business, by regular mail postmarked on the date due or by any other commonly used means, including electronic mail.

Collocation Requirements and Conditions.

- (1) Public Safety Space Reservation. The Village may reserve space on municipal utility poles for future public safety uses, for the Village's electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the Village reasonably determines that the municipal utility pole cannot accommodate both uses.
- (2) Installation and Maintenance. The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Ordinance. The wireless provider shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
- (3) No interference with public safety communication frequencies. The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference in a manner consistent

with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

The Village may terminate a permit for a small wireless facility based on such interference if the wireless provider is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

- (4) The wireless provider shall not collocate small wireless facilities on Village utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the Village utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.

For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

- (5) The wireless provider shall comply with all applicable codes and local code provisions or regulations that concern public safety.
- (6) The wireless provider shall comply with written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment and aesthetic requirements that are set forth in the Rantoul Code or other Village ordinance, written policy adopted by the Village, a comprehensive plan or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.
- (7) Alternate Placements. Except as provided in this Collocation Requirements and Conditions heading, a wireless provider shall not be required to collocate small wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, the Village may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within 100 feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the Village, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

- (8) Height Limitations. The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

- a. 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the Village, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the Village, provided the Village may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or
- b. 45 feet above ground level.

- (9) Height Exceptions or Variances. If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a variance in conformance with procedures, terms and conditions set forth in Section 46-244 of the Rantoul Zoning Ordinance (Chapter 46 of the Rantoul Code).

- (10) Contractual Design Requirements. The wireless provider shall comply with requirements that are imposed by a contract between the Village and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.

- (11) Ground-mounted Equipment Spacing. The wireless provider shall comply with applicable spacing requirements in applicable codes and ordinances concerning the location of ground-mounted equipment located in the right-of-way if the requirements include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.

- (12) Undergrounding Regulations. The wireless provider shall comply with local code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval if the requirements include a waiver, zoning or other process that addresses requests to install such new utility poles or modify such existing utility poles and do not prohibit the replacement of utility poles.

- (13) Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the Village and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul

services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the Village grants an extension in writing to the applicant.

Application Fees. Application fees are imposed as follows:

- (1) Applicant shall pay an application fee in such amount as is imposed from time to time by the village board.
- (2) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section shall be accompanied by the required application fee. Application fees shall be non-refundable.
- (3) The Village shall not require an application, approval or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:
 - a. routine maintenance;
 - b. the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the Village at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with subsection d. under the Section titled Application Requirements; or
 - c. the installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.
- (4) Wireless providers shall secure a permit from the Village to work within rights-of-way for activities that affect traffic patterns or require lane closures.

Exceptions to Applicability. Nothing in this Ordinance authorizes a person to collocate small wireless facilities on:

- (1) property owned by a private party or property owned or controlled by the Village or another unit of local government that is not located within rights-of-way, or a privately owned utility pole or wireless support structure without the consent of the property owner;
- (2) property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or
- (3) property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code or any public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this Ordinance do not apply to an electric or

gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in Section 3-105 of the Public Utilities Act. Nothing in this Ordinance shall be construed to relieve any person from any requirement (a) to obtain a franchise or a State-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this Ordinance.

Pre-Existing Agreements. Existing agreements between the Village and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on Village utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the Village's utility poles pursuant to applications submitted to the Village before June 1, 2018, subject to applicable termination provisions contained therein. Agreements entered into after June 1, 2018, shall comply with this Ordinance.

A wireless provider that has an existing agreement with the Village on the effective date of the Act may accept the rates, fees and terms that the Village makes available under this Ordinance for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted two or more years after the effective date of the Act by notifying the Village that it opts to accept such rates, fees and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the Village's utility poles pursuant to applications submitted to the Village before the wireless provider provides such notice and exercises its option under this paragraph.

Annual Recurring Rate. A wireless provider shall pay to the Village an annual recurring rate to collocate a small wireless facility on a Village utility pole located in a right-of-way in such amount as is imposed from time to time by the village board.

Abandonment. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the Village notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the Village to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the Village may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

A wireless provider shall provide written notice to the Village if it sells or transfers small wireless facilities within the jurisdiction of the Village. Such notice shall include the name and contact information of the new wireless provider.

Section 4. Dispute Resolution.

The Circuit Court of Champaign County, Illinois shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on municipal utility poles within the right-of-way, the Village shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

Section 5. Indemnification.

A wireless provider shall indemnify and hold the Village harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the Village improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Ordinance and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the Village or its employees or agents. A wireless provider shall further waive any claims that they may have against the Village with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

Section 6. Insurance.

The wireless provider shall carry, at the wireless provider's own cost and expense, the following insurance:

- (i) property insurance for its property's replacement cost against all risks;
- (ii) workers' compensation insurance, as required by law;

OR

(iii) commercial general liability insurance with respect to its activities on the Village improvements or rights-of-way to afford minimum protection limits consistent with its requirements of other users of Village improvements or rights-of-way, including coverage for bodily injury and property damage.

The wireless provider shall include the Village as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the Village in a commercial general liability policy prior to the collocation of any wireless facility.

A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the Village. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this Section. A wireless provider that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the Village.

Section 7. Severability.

If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or

applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section 8. Effective Date.

This Ordinance is hereby passed, the “ayes” and “nays” being called, by the concurrence of a majority of the members of the Corporate Authorities then holding office at a regular meeting held on the date set forth below upon a roll call vote as follows:

“Ayes” _____

“Nays” _____

“Absent” _____

PASSED this 10th day of July, 2018.

Village Clerk

APPROVED this 10th day of July, 2018.

Village President

ORDINANCE NO. 2581

**AN ORDINANCE
ADOPTING A REVISED LICENSE,
PERMIT AND SERVICE FEES AND ADMINISTRATIVE PENALTIES SCHEDULE
(Collocating Small Wireless Facilities)**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 10th day of July, 2018, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. 2581

**AN ORDINANCE
ADOPTING A REVISED LICENSE,
PERMIT AND SERVICE FEES AND ADMINISTRATIVE PENALTIES SCHEDULE
(Collocating Small Wireless Facilities)**

WHEREAS, under and pursuant to Ordinance No. 2562, passed and approved on February 13, 2018, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) adopted, enacted and subsequently revised a License and Permit Fee and Administrative Penalty Schedule to establish the amount of the fee for certain licenses and permits, service fees and the administrative penalty for certain violations under various provisions of the Rantoul Code (the “**Code**”); and

WHEREAS, it now becomes necessary and desirable to further amend such License, Permit and Service Fees and Administrative Penalties Schedule by establishing and including the amount of the fee or annual recurring rate for collocating small wireless facilities on utility poles or support structures within such License, Permit and Service Fees and Administrative Penalties Schedule, as attached hereto and made a part hereof.

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

Section 1. Adoption of Schedule. The License, Permit and Service Fees and Administrative Penalties Schedule (Revised 7-2018) be and the same is hereby adopted and enacted.

Section 2. Publication. The Village Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form.

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

PASSED this 10th day of July, 2018.

Village Clerk

APPROVED this 10th day of July, 2018.

Village President

LICENSE, PERMIT AND SERVICE FEES AND ADMINISTRATIVE PENALTIES
SCHEDULE
(Revised 7-2018)

Section	Description	Fee Amount
Chapter 4 – Alcoholic Beverages		
Retail Licenses		
4-27	Registration fee for limited license classification	\$100.00
4-28	Application fee for license	\$250.00
4-31(1)c	Class A, general retail license, per year	\$2,000.00
4-31(2)d	Class C, club license, per year	\$1,000.00
4-31(3)e	Class GC, golf course license, per year	\$2,000.00
4-31(4)c	Class H/M, hotel/motel license, per year	\$1,000.00
4-31(5)e	Class P-1, package liquor license, per year	\$2,000.00
4-31(6)f	Class P-2, package beer and wine license, per year	\$1,500.00
4-31(7)g	Class R, restaurant license, per year	\$1,500.00
4-32	Lapsed certificate of insurance fee	\$250.00
Temporary Permits		
4-63(1)d	Class T-1 permit, per permit	\$50.00
4-63(2)d	Class T-2 permit, per permit	\$50.00
4-63(3)d	Class T-3 permit, per permit	\$150.00
Chapter 6 – Amusements		
6-134(b)	Place of entertainment license application fee	\$100.00
6-178	Raffle license application fee:	
	For any license for one raffle, the following applicable amount:	
	Where the aggregate retail value of all prizes given is \$1,000 and below	\$5.00
	Where the aggregate retail value of all prizes given is more than \$1,000	\$10.00
	For any license for a specified number of raffles to be conducted during a specified period not to exceed one year, the following applicable amount:	
	Where the aggregate retail value of all prizes given is \$1,000 and below	\$50.00
	Where the aggregate retail value of all prizes given is more than \$1,000	\$75.00
Chapter 8 – Animals		
8-160(a)	Redemption of impounded animal:	
	General impoundment fee	\$50.00
	Plus, daily impoundment fee, per day or partial day	\$10.00
8-225	Small animal shop license	\$25.00

Chapter 10 – Buildings and Building Regulations		
10-5	The fee for each permit as required by any provision of this Chapter shall be paid in advance of the issuance of any such permit in accordance with the following schedule:	
	Building Code permits	
	New Construction (including additions, but excepting one- and two-family dwellings), per \$1,000.00 of construction costs	\$1.50
	Tower	\$75.00
	Deck	\$25.00
	Fence	\$15.00
	Sign, per \$1,000.00 of estimated costs but not less than \$30.00	\$10.00
	Demolition:	
	Any building or structure except one- and two-family dwellings and detached garages and sheds, per \$1,000.00 of estimated costs but not less than \$35.00	\$5.00
	Any one- and two-family dwelling	\$35.00
	Any detached garage or shed	\$15.00
	Moving (when not crossing or occupying any public street, alley or right-of-way)	\$50.00
	Automatic fire extinguishing system, fire pumps and related equipment, per \$1,000.00 of estimated costs but not less than \$100.00	\$5.00
	Plan review fees (for all new construction, including additions):	
	Construction costs(\$)	
	0.00—9,000.00	\$0.00
	10,000.00—49,000.00	\$50.00
	50,000.00—174,999.00	\$100.00
	175,000.00 plus, per \$1,000.00 of construction costs	\$1.50
	Sprinkler system review fee	\$50.00
	Residential Code permits	
	New Construction	
	2,200 square feet or less	\$175.00
	2,201 square feet or more	\$250.00
	Additions, alterations, renovations	
	Per inspection, but not less than \$45.00	\$15.00
	Disability Accessibility Projects	\$25.00
	Plan review fee	\$50.00
	Sprinkler system review fee	\$50.00
	Mechanical Code and fuel gas permits	
	One- and two-family residential, per fixture	\$25.00
	All (except one- and two-family residential), per \$1,000.00 of the estimated cost per fixture	\$2.00

	Electrical permits	
	One- and Two-Family Residential:	
	Service Installations:	
	Single meter	\$5.00
	Each additional meter	\$1.00
	Outlets and/or Fixtures:	
	New Building Construction	
	First 40 outlets and/or fixtures	\$10.00
	Each additional 40 outlets and/or fixtures	\$10.00
	Alterations to existing installations:	
	First 3 outlets and/or fixtures	No charge
	Four to ten outlets and/or fixtures	\$3.00
	Each additional 20 outlets and/or fixtures	\$1.00
	To move service	\$12.00
	Air conditioners	\$7.50
	All (except one- and two-family residential):	
	Service Installations:	
	100 amp service	\$10.00
	200 amp service	\$25.00
	400 amp service	\$50.00
	Each additional 100 amp above 400, per 100 amp	\$20.00
	Outlets and/or fixtures	
	First 20 outlets and/or fixtures	\$5.00
	Each additional 20 outlets and/or fixtures	\$10.00
	Alterations to Existing Buildings:	
	First 20 outlets and/or fixtures	\$5.00
	Each additional 20 outlets and/or fixtures	\$10.00
	To move service	\$12.00
	Motors and/or heating up to ten h.p.	\$5.00
	Each additional 10 h.p.	\$.50
	(Each KW of heating shall be considered 1 h.p.)	
	Signs (Exterior Only), per \$1,000 of the estimated cost, with a minimum of \$30.00 per sign	\$10.00
	Plumbing Permits (Under Building Code), per plumbing fixture	\$4.00
	Plus an inspection fee for all openings as follows:	
	1 to 10 openings	\$10.00
	11 to 20 openings	\$15.00
	21 to 30 openings	\$20.00
	31 to 40 openings	\$30.00
	41 and over	\$35.00
	Fire Prevention Code Permits	
	Storage of Compressed Gases, Flammable and Combustible Liquids, Hazardous Materials and LP-Gas:	
	Tanks containing 2,000 water gallons and less	\$100.00
	Tanks containing more than 2,000 water gallons	\$200.00

	Installation, Construction or Alteration of Equipment Used to Store, Dispense or Use Compressed Gases, Flammable and Combustible Liquids, Hazardous Materials and LP-Gas	\$15.00
	Silviculture or Range or Wildlife Management Practices, Prevention or Control of Disease or Pests, or a Bonfire	\$30.00
	Moving Permit (across any public street, alley or right-of-way)	\$50.00
	Work Without a Permit:	
	For any work or use commenced without a permit for which a permit is required, an additional fee of \$100.00 shall apply in addition to the regularly prescribed fee	
10-54(4)	Mechanical contractor license application fee	\$50.00
10-55	Annual registration fee for mechanical contractor licensed in another city	\$50.00
10-57	Mechanical contractor license annual renewal fee	\$50.00
10-79(4)	Electrical contractor license application fee, all types	\$50.00
10-80	Electrical contractor annual registration fee	\$50.00
10-82	Electrical contractor annual license renewal fee:	\$50.00
	General electrical contractor	\$50.00
	Maintenance electrical contractor	\$25.00
10-414	Fees for each registration or reinspection of rental residential premises:	
	Each Registration Statement, per dwelling or condominium unit	\$40.00
	Each late registration statement	\$100.00
	Each failure to appear for or cancel a scheduled inspection or reinspection	\$100.00
	Each reinspection	\$100.00
10-504	Mobile Home Park License, per Mobile Home Site	\$25.00
10-513	Certificate of Occupancy-Mobile Home	\$40.00
	As used in this Schedule for Chapter 10:	
	Construction costs shall be calculated by multiplying the gross square footage of any new building, structure or addition by the most recent square foot construction cost as revised and published from time to time in the <u>Building Safety Journal</u> by the International Code Council	
	Estimated costs shall be calculated by totaling the cost of all services, labor, materials, equipment, scaffolding and any other appliances or devices entering into and necessary to the prosecution and completion of the installation or the work ready for occupancy; provided that the cost of excavation or grading, and of painting, decorating or other work that is merely for embellishment and not otherwise necessary for the safe and lawful use is not deemed a part of such installation or work	
	Plumbing fixtures includes any opening in plumbing systems for fixtures or for waste or ventilation pipes regardless of whether an actual fixture is set or not	

Chapter 12 – Business Regulation		
12-54(b)	Motel license fee, annually per room	\$5.00
Chapter 16 – Fire Protection and Prevention		
	Fee for responding to a call outside the corporate limits of the Village without a contract for fire service:	
	Vehicle charge per vehicle or fraction thereof	\$250.00
	Personnel charge per hour or fraction thereof per responding firefighter	\$70.00
	Other charge for any special equipment used in connection with response	Actual cost
Chapter 26 – Solicitors and Transient Merchants		
26-23(b)	Application fee for registration to act as a solicitor within the Village	\$10.00
26-49	Application fee for license to engage in business or occupation of transient merchant	\$100.00
Chapter 28 – Solid Waste		
28-59	Waste hauler license, annually	\$250.00
28-59	Collection vehicle inspection permit, annually	\$50.00
Chapter 30 – Streets, Sidewalks and Other Public Places		
	For an application to collocate a single small wireless facility on an existing utility pole or wireless support structure	\$650.00
	For each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures	\$350.00
	For each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation	\$1,010.00
	An annual or per year recurring rate to collocate a small wireless facility on a Village utility pole located in a right-of-way, payable on the first annual anniversary of the issuance of the permit or notice of intent to collocate	\$200.00
Chapter 38 – Traffic		
38-258(b)	Application to operate as a relocater	\$100.00
Chapter 44 – Vehicles for Hire		
44-46(a)	Annual license fee for each taxicab	\$10.00
44-6(b)	Transfer fee for transfer of registration from one vehicle to another	\$10.00
44-135	Taxicab driver's license, annually	\$10.00
Chapter 46 -- Zoning		
46-237(b)(7)	Sign application for special use	\$50.00

	Plus, publication cost	
46-298(d)	Certificates of occupancy	
	Original	\$5.00
	Each copy	\$2.00
46-301	Application for amendment, special use or variance	\$50.00
46-302	Sign permit application	\$25.00
46-329(6)c.4.	Fee in lieu of planting	
	Large canopy tree	\$500.00
	Ornamental tree	\$300.00
	Evergreen	\$300.00
	Shrub	\$75.00
	Ornamental grass	\$30.00
	Perennial	\$30.00

ORDINANCE NO. 2582

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

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 10th day of July, 2018, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. 2582

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

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

WHEREAS, under and pursuant to Ordinance No. 2218, passed and approved on February 9, 2010, the Corporate Authorities of the Village established such Schedule of Charges, Fees and Rates; and

WHEREAS, under and pursuant to Ordinance No. 2435, passed and approved on July 14, 2015, the Corporate Authorities of the Village last amended the Schedule of Charges, Fees and Rates to establish new charges, fees and rates for ELECTRIC SERVICE; and

WHEREAS, the Corporate Authorities of the Village now find it necessary and desirable to supplement the provisions under the caption of ELECTRIC SERVICE in the Schedule of Charges, Fees and Rates, as most recently established under and pursuant to Ordinance No. 2435.

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

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

Section 2. Effective Date. This Ordinance shall become effective on August 1, 2018, following its passage, approval and publication as required by law and shall apply to all electric service charges, fees and rates as set forth in the Schedule of Charges, Fees and Rates on and after such date.

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

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

PASSED this 10th day of July, 2018.

Village Clerk

APPROVED this 10th day of July, 2018.

Village President

Village of Rantoul
Net Metering Policy
March 2018

Section 1: The Village of Rantoul shall make available, upon request, net metering service to any customer taking electric service from the Village of Rantoul and who meets the requirements set forth in this policy. For purposes of this policy "net metering" means service to an electric customer under which electric energy generated by that electric customer from an eligible on-site generating facility owned by that customer and, under some circumstances, delivered to the local distribution facilities, may be used to offset electric energy provided by the electric utility to the electric customer as provided for in this policy. For multi-unit residential and commercial buildings, if all units are on the same account it qualifies as a single customer for purposes of this policy. If individual units are separately metered and individual tenants have individual accounts, then the term "customer" only refers to the building owner and any usage by the owner. The Village of Rantoul cannot be responsible to allocate renewable generation facilities to individual accounts in a multi-unit residential or commercial building. Before the project begins construction, the customer must complete the attached application form and receive approval from the Village of Rantoul Inspection & Public Works Departments. Before the project's in-service date, the contractor must complete and deliver the attached Certification of Completion to Village of Rantoul Inspection Department.

Section 2: For purposes of this policy, an eligible on-site generating facility shall be defined as a renewable generating facility such as a photovoltaic facility and small wind turbines. Other forms of renewable generation shall be considered on a case-by-case basis. In all cases, facilities interconnected must be deemed by the Village of Rantoul to be renewable to qualify for this policy.

Section 3: The electric generating facility must also abide by the Village of Rantoul Interconnection Standards currently in place.

Section 4: Subject to the limitations set forth herein, the Village of Rantoul shall make net metering service available upon request to any Rantoul residential electric customer with a qualifying generating facility of 10 kW capacity or less. For commercial and industrial accounts, the limit will be 20 kW.

Section 5: Any generating facility greater than the limits in Section 4, but less than 1 MW shall be considered on a case by case basis. The decision with respect to such facilities shall be made by the Director of Public Works.

Section 6: Notwithstanding the provisions in Section 5, the Village of Rantoul reserves the authority to limit the size of a customer net metered installation to a size such that the electrical output will not, as a matter of routine operation, exceed the electric load of the structure on which it is installed.

Section 7: Total net metered capacity interconnected under this policy for the Village of Rantoul system shall not exceed 2% of the system's peak as it existed in the prior calendar year. In the event that the system peak is reduced such that the existing net capacity exceeds the 2% level, those existing net metered customers shall be allowed to continue under this policy. However, no new interconnections will be allowed until such time as the system peak grows such that net metered capacity is again no greater than 2% of the system's peak.

Section 8: Energy generated by the customer-owned generator will offset the energy required by the customer's load during the billing period. For any energy generated by the customer in excess of the energy required by the customer's loads for a given billing period a credit shall be carried forward to the customer's next billing period. In no case shall credits for excess energy be carried forward for a period greater than twelve (12) consecutive monthly Billing Periods ending on the last day of the Customer's TBD monthly Billing Period. In the event of termination of an account qualifying for net metering under this policy, any outstanding credits are surrendered. Under no circumstances will there be payments, or credit transfers for excess energy.

Section 9: Any costs the Village of Rantoul incurs associated with the net metering program, including but not limited to changes in metering (to include installation of a bi-directional meter), other physical facilities or billing-related costs, shall be born by the participants in the net metering program provided however that such costs shall be capped at \$1,000 to each qualifying customer interconnecting facilities of 10 kW or less. For those facilities greater than 10 kW that are deemed to qualify under this policy, all costs associated with the program shall be born by the participant.

Section 10: In addition to the cost referenced in Section 9, the Village will charge a Distribution System Utilization fee of (\$TBD during LOS) to ensure all customers pay a share of the costs of maintenance and improvements to the distribution system. This fee is exclusive to customers who receive net metering services under this policy and represents the non-bypassable costs associated with maintaining the distribution system that backs up net metered generation.

Section 11: The Village of Rantoul shall develop such documents as needed to implement this policy.

Village of Rantoul
Terms and Conditions for Interconnection
March 2018

The Village of Rantoul shall make available, upon request, interconnection services to any customer taking electric service from the Village of Rantoul and who meets the requirements set forth in these guidelines. Interconnection services in this ordinance/policy refers to on-site generating facilities connected to the Village of Rantoul's electric distribution system in a manner which will allow excess electricity generated by the eligible on-site generating facility to be safely delivered onto the Village of Rantoul's electric distribution system.

Guidelines for interconnecting to the Village of Rantoul's Public Works Electric Distribution System ("utility") are as follows:

- 1) **Construction of the Distributed Generation Facility.** The interconnection customer may proceed to construct (including operational testing not to exceed two (2) hours) the distributed generation facility, once the conditional Agreement to interconnect a distributed generation facility has been signed by the Village of Rantoul.
- 2) **Final Interconnection and Operation.** The interconnection customer may operate the distributed generation facility and interconnect with the Village of Rantoul's Public Works electric distribution system after all of the following have occurred:
 - a) **Electrical Inspection:** Upon completing construction, the interconnection customer shall cause the distributed generation facility to be inspected by the local electrical inspection authority, who shall establish that the distributed generator facility meets local code requirements.
 - b) **Certificate of Completion:** The interconnection customer shall provide the utility with a copy of the Certificate of Completion with all relevant and necessary information fully completed by the interconnection customer, as well as an inspection form from the local electrical inspection authority demonstrating that the distributed generation facility passed inspection.
 - c) **The utility, at its discretion, has completed its witness test as per the following:**
 - i) Within ten (10) business days of the commissioning date, the Village of Rantoul must, upon reasonable notice and at a mutually convenient time, conduct a witness test of the distributed generation facility to ensure that all equipment has been appropriately installed and that all electrical connections and metering have been made in accordance with the applicable codes.
 - ii) If the utility does not perform the witness test within the ten (10) business days after the commissioning date or such other time as is mutually agreed to by the Parties, the witness test is deemed waived unless the utility cannot do so for good cause. In these cases, upon utility request, the

interconnection customer shall agree to another date for the test within ten (10) business days after the original scheduled date.

- 3) **Compliance.** The distributed generation facility shall be installed, operated and tested in accordance with the requirements of UL 1741 and The Institute of Electrical and Electronics Engineers, Inc. (IEEE), 3 Park Avenue New York, NY 10016-5997, Standard 1547 (2003) "Standard for Interconnecting Distributed Resources with Electric Power Systems." Photovoltaic installations must comply with Article 690, Solar Photovoltaic Systems, of the National Electric Code. All interconnection related protective functions and associated batteries shall be periodically tested at intervals specified by the manufacturer system integrator, or the authority that has jurisdiction over the Distributed Resources interconnection, or all tests shall be performed at a minimum of every three (3) years. Periodic test reports shall be maintained and submitted to the Village of Rantoul Public Works Department.
- 4) **Access.** The Village of Rantoul shall have direct, unabated access to the disconnect switch and metering equipment of the distributed generation facility at all times. The disconnect switch shall be clearly labeled and installed within 2 feet of the meter. The utility shall provide forty-eight (48) hours notice to the customer prior to using its right of access except in emergencies.
- 5) **Metering.** Any required metering shall be installed at the customer's expense.
- 6) **Disconnection.** The utility may disconnect the distributed generation facility upon any of the following conditions, but must reconnect the distributed generation facility once the condition is cured:
 - a) For scheduled outages, provided that the distributed generation facility is treated in the same manner as utility's load customers;
 - b) For unscheduled outages or emergency conditions;
 - c) If the distributed generation facility does not operate in the manner consistent with this Agreement;
 - d) Improper installation or failure to pass the witness test;
 - e) If the distributed generation facility is creating a safety, reliability or a power quality problem; or
 - f) The interconnection equipment used by the distributed generation facility is delisted by the Nationally Recognized Testing Laboratory that provided the listing at the time the interconnection was approved.

- 7) **Indemnification.** The interconnection customer shall indemnify and defend the village, utility and the directors, officers, employees, and agents from all damages and expenses resulting from any third party claim arising out of or based upon the interconnection customer's (a) negligence or willful misconduct or (b) breach of this Agreement. The utility shall indemnify and defend the interconnection customer and the interconnection customer's directors, officers, employees, and agents from all damages and expenses resulting from a third party claim arising out of or based upon the utility's (a) negligence or willful misconduct or (b) breach of this Agreement.
- 8) **Insurance.** The interconnection customer shall provide the utility with proof that it has a current homeowner's insurance or commercial building insurance policy, or other general liability policy, and, when possible, the interconnection customer shall name the utility as an additional insured on its homeowner's insurance or commercial building insurance policy, or similar policy covering general liability.
- 9) **Limitation of Liability.** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
- 10) **Termination.** This Agreement may be terminated under the following conditions:
 - a) By interconnection customer - The interconnection customer may terminate this Agreement by providing written notice to the utility. If the interconnection customer ceases operation of the distributed generation facility, the interconnection customer must notify the utility.
 - b) By the utility - The utility may terminate this Agreement if the interconnection customer fails to remedy a violation of terms of this Agreement within 30 calendar days after notice, or such other date as may be mutually agreed to prior to the expiration of the 30 calendar day remedy period. The termination date may be no less than 30 calendar days after the interconnection customer receives notice of its violation from the utility.
- 11) **Modification of Distributed Generation Facility.** The interconnection customer must receive written authorization from the utility before making any changes to the distributed generation facility that could affect the utility's distribution system. If the interconnection customer makes such modifications without the utility's prior written authorization, the utility shall have the right to disconnect the distributed generation facility immediately.
- 12) **Permanent Disconnection.** In the event the Agreement is terminated, the utility shall have the right to disconnect its facilities or direct the interconnection customer to disconnect its distributed generation facility.

- 13) **Governing Law, Regulatory Authority, and Rules.** The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the Codes and Regulations of the Village of Rantoul as well as the laws of the State of Illinois. Nothing in this Agreement is intended to affect any other agreement between the utility and the interconnection customer.
- 14) **Survival Rights.** This Agreement shall remain in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.
- 15) **Assignment/Transfer of Ownership of the Distributed Generation Facility.** This Agreement shall terminate upon the transfer of ownership of the distributed generation facility to a new owner unless the transferring owner assigns the Agreement to the new owner, the new owner agrees in writing to the terms of this Agreement, and the transferring owner so notifies the utility in writing prior to the transfer of ownership.
- 16) **Notice.** The Parties may mutually agree to provide notices, demands, comments, or requests by electronic means such as e-mail. Absent agreement to electronic communication, or unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnection Customer:

Use the contact information provided in the interconnection customer's application. The interconnection customer is responsible for notifying the utility of any change in the contact party information, including change of ownership.

If to utility:

Use the contact information provided below. The utility is responsible for notifying the interconnection customer of any change in the contact party information.

Name: _____

Mailing Address: _____

Village: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____

E-Mail Address: _____