



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

**September 4, 2018
6:00 pm**

Order of Business

1. Call to Order – Mayor Smith
Roll Call
2. Approval of Agenda
3. Update from Champaign County Tourism Bureau – Jayne DeLuce
4. Update on 60/25 partnership – Scott Amerio, RTHS Superintendent
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
 - A) Affirm appointment of Jennifer Tucker to Citizens' Advisory Committee
Term to expire in 2022
7. Items from Trustees
 - A) Disposition of [Village owned lots](#)
8. Items from the Clerk
 - A) Minutes from Regular Study Session, [August 7, 2018](#)
 - B) Minutes from Special Board Meeting, [August 7, 2018](#)
 - C) Minutes from Regular Board Meeting, [August 14, 2018](#)
 - D) Minutes from Special Board Meeting, [August 28, 2018](#)
 - E) Resolution regarding approval and [release of closed minutes](#)
 - F) Disposal of [Closed session tapes](#)
 - G) Discussion of consolidated election procedures – Petitions available Sept. 18
 - H) Discussion of [Elected Official's Compensation](#)
 - I) Discussion of [Certification pay](#) for Clerk and Deputy Clerk
9. Items from the Administrator
 - A) Approval of [C-Carts contract](#) for Eagle Express
10. Items from Comptroller
 - A) Approval of Bills and Monthly Financial Reports
 - B) [Ordinance](#) amending [Sections 40-446](#) and 40-453 of Chapter 40

Order of Business

11. Items from Public Works
 - A) [Motor Fuel Tax](#) Allotment
 - B) Street [Truck purchase](#)
 - C) Amendment to Hangar [sale agreement](#)
12. Items from Police Department
 - A) Amendment to [intergovernmental agreement](#) for RTHS School Resource Officer
13. Items from Counsel
14. Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 6, to consider the setting of a price for sale or lease of property owned by the public body (Requested by Eric)

AND

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

15. Adjournment

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

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

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

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE _____ OF _____

ITEM: Disposition of Village-owned Lots	DEPARTMENT: Administration
AGENDA SECTION: Trustees	AMOUNT: n/a
ATTACHMENTS: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents	DATE: August 30, 2018
SUMMARY HIGHLIGHTS:	
<p>The Village is the reluctant landlord of many distressed properties within the corporate limits. The management, maintenance, and disposal of these properties has been problematic. These properties often become attractive nuisances for dumping and other unwanted activities. In addition, as the owner of these properties, the Village does not pay property taxes.</p> <p>To foster development and return of land to productive use in the private sector, it is proposed to establish a disposal procedure to allow residents and investors the opportunity to acquire land at discounted rates. This procedure will allow for a streamlined and simple process to identify available land and execute a purchase agreement with the Village.</p> <p>This program will allow residents to enhance the value of their properties, reduce the maintenance workload for the Village, eliminate blight and unwanted activities on vacant land, and increase equalized assessed valuations (EAV) for taxing bodies extant within the corporate limits.</p>	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR 

**Rantoul Village Board of Trustees
Regular Study Session
August 7, 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 Sam Hall, Chad Smith, Jennifer Fox, Hank Gamel and Terry Workman – 6.

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

Approval of Agenda

Trustee Hall moved to approve the Agenda as presented and Trustee Fox seconded the motion. The Motion Passed by Roll Call Vote **5 – 0**.

Presentation by Drew Bargman - CUMTD – Mr. Bargman discussed the new route proposal for Rantoul Eagle Express is funding by Motor Fuel Taxes. Regular fare per ride is \$2.00 and \$1.00 for Senior Citizens.

Public Participation

Jasmyne Boyce addressed the Board regarding the cost of proposed projects listed on the agenda and the drainage issue on Illinois Circle.

Debra Sleight addressed the Board regarding the flooding issue at her home on Illinois Circle. She has tried to work with the Rantoul City School and the Village Board on this issue for several months.

Wendell Golston addressed the Board and urged them to move forward on finding a solution for the drainage issue on Illinois Circle. He handed Trustee Hall some suggestions for renaming streets in Rantoul to recognize citizens who have made contributions to the Village.

Items from the Mayor

None

Trustee Hall stated that Wendell Golston had provided names of two individuals he thought should be honored with a street named after them. Trustee Hall asked the Mayor to appoint a committee to review this request.

Trustee Hall stated the he was looking into a program that would assist homeowners unable to comply with code enforcement violations due to cost or disabilities. He is proposing a group of volunteers who would provide assistance. The Mayor asked Trustee Hall to work with Brenda Runyon in the Neighborhood Services Dept.

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

Trustee Gamel asked about the Land Bank. The Village received a grant for a feasibility study regarding setting up a land bank. The Administrator did not know how the land bank would fit in with other possibly ways of disposing of properties.

Trustee Gamel asked about the timeline of the Engineering Study for the Illinois Circle Drainage. Greg Hazel, Public Works Director said the study should be completed in 45 days.

Trustee Chad Smith thanked Ken Turner, Community Development, for assisting with the Fire Department grant.

Trustee Hall asked about the process of tracking work and expenses in Central Maintenance. He asked for an update on the recent staff meeting on this issue.

Items from the Administrator

The Administrator stated that Noble Hospitality had sold the Holiday Inn Express to Swift Hospitality. Swift Hospitality is requesting the assignment of the redevelopment agreement. Representatives from both companies will attend the August 14 Board Meeting.

“NOTE FROM RANTOUL VILLAGE DEPUTY CLERK, UNLESS OTHERWISE SPECIFIED BELOW ALL OF THE AGENDA ITEMS WILL BE TAKEN TO THE REGULAR VILLAGE BOARD MEETING, TUESDAY, August 14, 2018.”

- Approval of Minutes, Special Board Meeting, [April 23, 2018](#).
- Approval of Minutes, Regular Study Session, [July 10, 2018](#).
- Approval of Minutes, Rescheduled Board Meeting [July 10, 2018](#).
- Assignment of Redevelopment Agreement for [Holiday Inn](#).
- Approval of Bills and Monthly Financial Reports.
- Budget Amendment [BA-FY 19-03](#) Public Works, [Ordinance No. 2583](#).
- Amending Storm Water billing procedures, [Ordinance No. 2582](#).
- Contract for N. Tanner Railroad [Water Main Replacement](#) - \$79,774.30.
- Purchase and trade in of [Camera Truck](#) through EJ Equipment - \$238,609.93.
- Purchase of steel bucket [grit machine](#) through Paul’s Machine & Welding, Corp. - \$55,105.00

- License Agreement with Lexycan LLC for parking at [730 Enterprise Dr](#) – Resolution 8-18-1259.
- [Acceptance of deed](#) for Parcels A1b-4, A1b-5, A1b-7, A2c7 and A2e-3.

Adjournment

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

MEETING ADJOURNED AT 7:15 P.M.

Janet E. Gray, MMC
Deputy Village Clerk

APPROVED September 11, 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 August 7, 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
August 7, 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 immediately following the Study Session at 6:00 P.M. Mayor Charles Smith called the proceeding to order.

Roll Call

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

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

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

Public Participation

Paula Hopkins thanked the Village staff who helped her with her façade concerns; Janet Gray, Rick Snider and Scot Morgan. She also expressed concern for the black mold in Debra Sleight's house as a result of a storm drainage problems on Illinois Circle. She suggested that the Board might use the Land Bank money to purchase that property.

“NOTE FROM THE RANTOUL VILLAGE OF CLERK. ALL OF THE AGENDA ITEMS LISTED BELOW CARRIED BY ROLL CALL VOTE OF 4 TO 0. UNLESS OTHERWISE NOTED BELOW.”

Motion to pass Community Development [Resolution No. 294](#), A RESOLUTION OF THE PRESIDENT AND BOARD OF TRUSTEES TO APPROVE THE 2018 [ANNUAL ACTION PLAN](#) (B-18-MC-17-0019) AND TO FILE A SUBMISSION FOR ASSISTANCE UNDER THE HOUSING AND COMMUNITY DEVELOPMENT ACT, AS AMENDED. Trustee Gamel moved for approval and Trustee Hall seconded the motion.

Motion to pass [Ordinance No. 2584](#), AN ORDINANCE AUTHORIZING AND APPROVING AN [AMENDMENT](#) TO CONTRACT FOR THE SALE OF REAL ESTATE, FIRST AMENDED AND RESTATED OWNED BY THE VILLAGE OF

RANTOUL, ILLINOIS (735, 801 and 909 Pacesetter Drive and 1 Aviation Center Drive) Trustee Workman moved for approval and Trustee Smith seconded the motion.

Motion to authorize and approve Construction [Engineering Contract](#) with Burns and McDonnell for Taxiway E. Reconstruction - \$104,412.70. Trustee Hall moved for approval and Trustee Smith Seconded the motion.

Motion to authorize and approve [Construction Contract](#) with Cross Construction for Taxiway E Reconstruction - \$880,295.48. Trustee Hall moved for approval and Trustee Smith seconded the motion.

Trustee Smith moved to adjourn the meeting and Trustee Gamel seconded the motion.

Meeting Adjourned: 7:30 P.M.

Janet E. Gray, MMC
Village Deputy Clerk

Approved September 11, 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 Special Meeting of the Board of Trustees held August 11, 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
August 14, 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 Pastor Mark Wilkerson Maranatha Baptist Church, opening the meeting with a prayer. Following the invocation, Trustee Fox led the audience in recitation of the Pledge of Allegiance.

Roll Call

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

Mayor Smith and Trustees, Hall, Gamel, Chad Smith, Fox, and 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; Alex Meyer, Police Department; Ken Turner, Community Development Director; and Elected Village Clerk Mike Graham.

Approval of Agenda

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

Mayor Smith then Recognized Police Officer Chuck Casagrande on his recent Retirement from the Rantoul Police Department. He, presented Officer Casagrande and then read a commentary on Officer Casagrande's Police career prepared by Lt. Alex Meyer.

Public Participation

"NONE"

The Village Administrator, Rick Snider, Read a Statement pursuant to Public Act 99-646 with respect to Peggy Zeilstra's Retirement from the Public Works Department on January 4, 2019. Under the Law this is a required Statement for and IMRF Employee and required no action by the Rantoul 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 Hall moved for approval and trustee Fox seconded the motion.

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

Motion to authorize and approve the contract North Tanner Street Railroad [Water Main Replacement](#) – Cross Construction \$79,774.30. Trustee Workman moved for approval and Trustee Chad Smith seconded the motion.

Motion to authorize and approve purchase and trade in of [Camera Truck](#) through EJ Equipment - \$238,609.93. Trustee Fox moved for approval and Trustee Hall seconded the motion.

Motion to authorize and approve purchase of steel bucket [grit machine](#) through Paul’s Machine & Welding Corporation - \$55-105.00. Trustee Fox moved for approval and Trustee Hall seconded the motion.

Motion to pass [Ordinance No. 2582](#), AN ORDINANCE SUPPLEMENTING AND AMENDING [SECTIONS 40-446](#) AND 40-453 OF ARTICLE VII OF CHAPTER 40 OF THE RANTOUL CODE. Trustee Gamel moved for approval and Trustee Workman seconded the motion. Trustee Fox started off the discussion about amending Section 40-446 from \$50.00 to \$100.00 would require residential storm drainage customers to make on annual payment instead of allowing them to make two payments and desired to leave it at \$50.00. This started a forty minute discussion about the merits of this proposal with Village of Comptroller, Pat Chamberlin to argue in vain to keep the annual payment of residential Storm Drainage Tax to enhance the cash flow for the expenditure of funds to pay for the annual Storm Drainage Projects. This raised many questions for which the Comptroller could not satisfy the Board. During the discussion the Board learned that the Storm Drainage Tax was budgeted this year to bring in \$773,000.00 in Tax Revenue. Also, certain Storm Drainage Tax residents are past due from prior years in the amount of approximately \$330,000.00. The Comptroller argued that the customers could forget to pay the second installment and currently the Storm Drainage billing software is not set up to send a second billing. The Public Works Department in conjunction with Champaign County generate the data base of parcels that bear the Storm Drainage Tax and then send that information in and around the end of June to the Comptroller’s office for billing and subsequent collection. With so many unanswered questions Trustee Hall suggested that any action on this Ordinance be tabled until September of 2018. Trustees Gamel and Workman then withdrew their original motions to

approve and second the Ordinance. Trustee Hall then moved to Table the consideration of Ordinance No. 2582 until the September meetings and Trustee Chad Smith seconded this motion. Therefore, consideration of Ordinance No. 2582 was Tabled until the September meetings of the Rantoul Village Board and NO action was taken on Ordinance No. 2582 at the August 14, 2018 Regular Meeting of the Rantoul Village Board.

Motion to pass [Ordinance No. 2583](#), AN ORDINANCE [REVISING](#) THE ANNUAL BUDGET (Public Works). Trustee Fox moved for approval and Trustee Workman seconded the motion.

Motion to pass [Resolution No. 8-18-1259](#), A RESOLUTION AUTHORIZING AND APPROVING A LICENSE AGREEMENT BETWEEN [LEXYCAN LLC](#) AND THE VILLAGE OF RANTOUL. Trustee Hall moved for approval and Trustee Fox seconded the motion.

Motion to pass [Resolution No. 8-18-1260](#), A RESOLUTION ACKNOWLEDGING DELIVERY OF CERTAIN [QUIT CLAIM DEED](#) FROM THE UNITED STATES AND AUTHORIZING THE ACCEPTANCE THEREOF (Parcels A1b-4, A1b-5, A1b-7, A2c-7 and A2e-3 at the Former Chanute Air Force Base, Illinois). Trustee Workman moved for approval and Trustee Fox seconded the motion.

Motion to pass [Resolution No. 8-18-1261](#), A RESOLUTION CONSENTING TO AN ASSIGNMENT OF A [REDEVELOPMENT AGREEMENT](#). Trustee Fox moved for approval and Trustee Chad Smith seconded the motion.

Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 21, for the purpose of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of minutes as mandated by Section 2.06. Trustee Fox moved to enter into closes session and Trustee Hall seconded the motion.

The Rantoul Village Board entered into Closed Executive Session at 6:57 P.M.

The Rantoul Village Board returned to Open Session at 7:10 P.M.

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

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

Meeting Adjourned: 7:14 P.M.

Approved September 11, 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 August 14, 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
August 28, 2017**

Louis B. Schelling Memorial Board Room
Village Hall 333 South Tanner Street
Rantoul, IL.

A special Meeting 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 present:

President Charles Smith and Trustees, Hall, Gamel, Workman -4.

Public Participation

Debra Sweat spoke about the scheduling problems for C-CARTS at Walmart for the Senior Citizens between the hours of 10 A.M. – 12 P.M. and to date she has not received a response from Mayor Smith for a meeting to address these problems but did receive an email from the Administrator about revising the scheduling at Walmart.

Motion to enter into Closed Session pursuant to 5 ILCS 120/2 (C) 1, to consider the appointment, employment, compensation, discipline, performance, or dismissal of a specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against and employee of the public body or against legal counsel for the public body to determine it validity.

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

The Clerk Called the Roll. The motion passed by a vote of **3 – 0**.

The Rantoul Village Board entered into Closed Session at 6:11 P.M.

Trustee Hall left the Closed Session at 7:05 P.M. for another meeting and Trustee Fox joined the Closed Session at 7:10 P.M. after securing a babysitter for Cora Fox, her two year old daughter.

The Rantoul Village Board Returned to Open Session at 9:57 P.M.

Trustee Gamel moved to adjourn the Special Meeting of the Village of Rantoul and Trustee Fox seconded the motion, having arrived at 7:10 P.M.

The Clerk Called the Roll. The motions carried by a vote of **3 – 0**.

MEETING ADJOURNED AT 10:05P.M.

Approved September 11, 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 August 28, 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
ITEM: Semi-Annual Review of Closed Meeting Records	DEPARTMENT: Village Clerk	
AGENDA SECTION:	AMOUNT:	
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: September 4, 2018	
SUMMARY HIGHLIGHTS:		
<p>In accordance with the Open Meetings Act, the Village conducts a semi-annual review of the closed session records of the Village Board semi-annually each year to determine which records, if any, are appropriate for release.</p> <p>See attached sheet.</p> <p>Formal action will be taken at the FeAugust 14, 2018 Board Meeting</p> <p>Any member of the Board who wishes to review Closed Session records in advance of the Study Session may do so by making an appointment with the Clerk's office.</p>		
RECOMMENDED ACTION: Enter into Closed Session to approve the previous closed session minutes and review all closed session records for content and possible release		
DEPARTMENT HEAD APPROVAL Michael Graham, Clerk	VILLAGE ADMINISTRATOR	
AGENDA PAGE NUMBER:		

MICHAEL P. GRAHAM, C.P.A.

P.O. Box 982 • 216 East Sangamon Ave., Suite B • Rantoul, IL 61866-0982
Telephone (217) 893-9250 Fax (217) 893-9230
E mail: mikegraham@earthlink.net

RANTOUL VILLAGE BOARD
SEMI-ANNUAL REVIEW OF CLOSED SESSION MINUTES
FOR THE PERIOD JANUARY 1, 2018 - JUNE 30, 2018
AUGUST 7, 2018

<u>DATE</u>	<u>SUBJECT</u>
January 9, 2018	Real Estate.
February 6, 2018	Semi-Annual Review Closed Session Minutes.
February 13, 2018	Board Self-Evaluation, IML.
March 6, 2018	Real Estate.
March 27, 2018	Real Estate & Personnel.
April 23, 2018	Board Self-Evaluation, IML.
May 1, 2018	Real Estate, Pending Litigation, Personnel.

CLOSED MEETINGS
July 30, 2018

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
	Feb. 8, 1996	FOP negotiation matters	X	
	June 6, 1996	FOP negotiation matters	X	
	Sept. 25, 1996	Specific employee matter - Comptroller	X	
	Dec. 14, 1996	Specific employee matter - Administrator	X	
	Jan. 14, 1997	Specific employee matter - Administrator	X	
	Feb. 28, 1997	Specific employee matter - Administrator	X	
	June 3, 1997	FOP negotiation matters	X	
	July 1, 1997	FOP negotiation matters	X	
	Dec. 2, 1997	IBEW negotiation matters	X	
	Jan. 13, 1998	Specific employee matter - Elec. Supt.	X	
	May 12, 1998	IBEW negotiation matters	X	
81	Oct. 6, 1998	IBEW negotiation matters	X	
109	April 19, 1999	FOB Negotiations	X	
182	Sept. 12, 2000	FOB Negotiations	X	
210A	June 12, 2001	Specific employee matter - Exec. Sec.	X	
	March 5, 2002	Specific employee matter - Exec. Sec.	X	
242	March 18, 2002	Specific employee matter - Econ. Dev. Dir.	X	
246	May 14, 2002	Specific employee matter - Fire Chief	X	
257	June 4, 2002	Specific employee matter - Fire Chief	X	
259	June 27, 2002	Specific employee matter - Econ. Dev. Dir.	X	
268	August 26, 2002	IBEW negotiation matters	X	
270	Sept. 3, 2002	IBEW negotiation matters	X	
270	Dec. 3, 2002	Specific employee matter - IMS Manager	X	
280	Jan. 7, 2003	Specific employee matter-Sr Computer Tech	X	
284	Feb. 4, 2003	Specific employee matter - IMS employee	X	
291	March 11, 2003	Specific employee matter - CD employee	X	
291	April 1, 2003	Specific employee matter - CD employee	X	
291	April 8, 2003	Specific employee matter - CD employee	X	
295	Nov. 4, 2003	FOP negotiation matters	X	
332	Feb. 3, 2004	FOP negotiation matters	X	
337	Feb. 17, 2004	FOP negotiation matters	X	
354	June 8, 2004	Specific employee matter - Econ. Dev. Dir.	X	
366	August 12, 2004	Specific employee matter - Administrator	X	

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
368	August 25, 2004	Special Board Meeting - Administrator	X	
370	August 25, 2004	Specific employee matter - Administrator	X	
370	Sept. 2, 2004	Specific employee matter - Administrator	X	
373	Sept. 7, 2004	Specific employee matter - Administrator	X	
374	Sept. 14, 2004	Specific employee matter - Administrator	X	
375	Sept. 14, 2004	Specific employee matter - Administrator	X	

485	Aug. 8, 2006	Specific employee matter - Econ. Dev. Dir.	X	
493	Oct. 16, 2006	Specific employee matter - Econ. Dev. Dir.	X	
494	Oct. 16, 2006	Specific employee matter - Econ. Dev. Dir.	X	
495	Oct. 18, 2006	Specific employee matter - Econ. Dev. Dir.	X	
496	Oct. 18, 2006	Specific employee matter - Econ. Dev. Dir.	X	
497	Oct. 18, 2006	Specific employee matter - Econ. Dev. Dir.	X	
499	Nov.2, 2006	Specific employee matter - Econ. Dev. Dir.	X	
500	Nov.2, 2006	Specific employee matter - Econ. Dev. Dir.	X	
502	Nov. 7, 2006	Specific employee matter - Attorney	X	
503	Nov. 13, 2006	Specific employee matter - Econ. Dev. Dir.	X	
506	Dec. 5, 2006	Specific employee matter - Administrator	X	
509	Dec. 14, 2006	Appointment of legal counsel	X	
509	Dec. 14, 2006	Appointment of legal counsel	X	

511	Jan 2, 2007	Specific employee matter - Administrator	X	
516	Feb. 6, 2007	Specific employee matter - Econ. Dev. Dir.	X	
524	March 13, 2007	Specific employee matter - Administrator	X	
560	Nov. 6, 2007	IBEW Negotiations	X	
560	Nov. 6, 2007	Specific employee matter - IT Director	X	

569	Jan 16, 2008	Specific employee matter - Administrator	X	
576	March 4, 2008	Specific employee matter - HR Manager	X	
578	March 11, 2008	FOP Negotiations	X	
583	April 8, 2008	Specific employee matter - HR Manager	X	
586	April 16, 2008	Specific employee matter - Administrator	X	
587	April 16, 2008	Specific employee matter - Administrator	X	
588	April 17, 2008	Specific employee matter - Administrator	X	
589	April 17, 2008	Specific employee matter - Administrator	X	
593	May 13, 2008	Specific employee matter - Administrator	X	
595	May 22, 2008	Specific employee matter - Administrator	X	
606	July 15, 2008	Specific employee matter - Administrator	X	
611	Aug. 12, 2008	Specific employee matter - Administrator	X	
617	Sept. 9, 2009	FOP Negotiations	X	
619	Oct. 7, 2008	FOP Negotiations	X	
625	Dec. 2, 2008	FOP Negotiations	X	

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
657	Nov. 3, 2009	Specific employee matter - Fire Dept.	X	
657	Nov. 3, 2009	FOP Negotiations	X	
671	March 2, 2010	Specific employee matter - Police Dept.	X	
676	April 6, 2010	FOP Negotiations	X	
689	Aug. 17, 2010	FOP Negotiations	X	
689	Aug. 17, 2010	Specific employee matter - HR Manager	X	
696	Oct. 12, 2010	FOP Negotiations	X	
700	Nov. 9, 2010	Specific employee matter - Fire Dept.	X	
700	Nov. 9, 2010	Pending litigation	X	
719	June 7, 2011	Collective Bargaining	X	
730	Sept. 6, 2011	Personnel	X	
749	May 1, 2012	FOP	X	
760	Oct. 10, 2012	IBEW & FOP Sgts.	X	
763	Nov. 6, 2012	FOP Negotiations	X	
763	Nov. 13, 2012	FOP Negotiations	X	
766	Jan. 8, 2013	Personnel	X	
766	Jan. 8, 2013	FOP Negotiations	X	
792	Jan. 7, 2014	Review of Closed Minutes	X	
794	Feb. 4, 2014	Litigation	X	
797	March 11, 2014	Personnel	X	
798	March 11, 2014	Personnel	X	
800	April 8, 2014	Personnel	X	
809	Aug. 5, 2014	Review of Closed Minutes	X	
812	Aug. 21, 2014	Personnel - Administrator Interview	X	
813	Aug. 21, 2014	Personnel - Administrator Interview	X	
	December 1, 2015	Litigation	X	
	December 21, 2015	Employment	X	
	April 26, 2016	FOP Negotiations	X	
	April 11, 2017	Purchase/Lease of Property	X	
	May 2, 2017	Purchase/Lease of Property	X	
	June 13, 2017	Personnel - need minutes	X	
	July 5, 2017	Review Closed Minutes	X	
	Aug. 24, 2017	Purchase/Sale of Property	X	
	Aug. 24, 2017	Personnel	X	
	Sept. 5, 2017	IBEW Negotiations	X	
	Sept. 5, 2017	Personnel	X	

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
	Oct. 5, 2017	Personnel	X	
	Oct. 10, 2017	Personnel	X	
	Oct. 19, 2017	Personnel	X	
	Nov. 7, 2017	Sale or Lease of Property	X	
	Dec. 5, 2017	Sale or Lease of Property	X	
	Dec. 12, 2017	Sale or Lease of Property	X	
	Jan. 9, 2018	Sale or Lease of Property	X	
	Feb. 3, 2018	Review Closed Session Minutes		
	Feb. 13, 2018	Board Self-evaluation		
	March 6, 2018	Sale or Lease of Property		
	March 27, 2018	Real Estate & Personnel		
	April 23, 2018	Board Self-evaluation		
	May 1, 2018	Real Estate, Litigation, Personnel		

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

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

ITEM: Disposal of Audio Tapes	DEPARTMENT: Clerk
--------------------------------------	--------------------------

AGENDA SECTION:	AMOUNT:
------------------------	----------------

ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: September 4, 2018
--	--------------------------------

SUMMARY HIGHLIGHTS:

Based on the Village of Rantoul Verbatim Recording Records Policy and the Local Records Commission (State of Illinois) the attached list of tapes have been retained for the proper time period and are eligible for disposal.

The Village Policy requirements are:

- 1) the tapes must be at least 4 years old
- 2) no pending or anticipated litigation or other matters before the Board that would necessitate maintaining the record
- 3) there is no benefit or historical value in maintaining the record

The Local Record Commission requires closed minute tapes to be held 18 months after the approval of the written minutes.

RECOMMENDED ACTION: Approve disposal of audio tapes per Village Policy

DEPARTMENT HEAD APPROVAL Mike Graham, Clerk	VILLAGE ADMINISTRATOR
---	------------------------------

AGENDA PAGE NUMBER:

Village Board Minutes

Tape #	Date	Subject	Date Approved	Date Destroyed	Resolution No.
606	7/15/08	William Barlow Interview	1/6/09		
611	8/12/08	Personnel - Administrator position	1/6/09		
617	9/9/08	FOP Negotiations	1/6/09		
619	10/7/08	FOP Negotiations	1/6/09		
625	12/2/08	FOP Negotiations	1/6/09		
627	11/3/09	Personnel	1/12/10		
627	11/3/09	FOP Negotiations - Sgt.	1/12/10		
671	3/2/10	Personnel	7/13/10		
676	4/6/10	FOP Negotiations - Sgt.	7/13/10		
689	8/17/10	Sale of Property	1/11/11		
696	10/12/10	FOP Negotiations - Sgt.	1/11/11		
700	11/9/10	Personnel	1/11/11		
719	6/7/11	FOP Negotiations - Patrol & Sgt.	7/12/11		
730	9/6/11	Personnel - Administrator contract	1/10/12		
749	5/1/12	Purchase of Real Estate	6/12/12		
749	5/1/12	FOP Negotiations - Patrolmen	6/12/12		
760	10/2/12	IBEW Negotiations	2/12/13		
760	12/2/12	FOP Negotiations - Sgt.	2/12/13		
763	11/6/12	Purchase of Real Estate	2/12/13		
763	11/13/12	FOP Negotiations - Sgt.	2/12/13		
766	1/8/13	FOP Complaint	8/13/13		

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

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

ITEM: Review of Elected Official's Compensation	DEPARTMENT: Clerk
--	--------------------------

AGENDA SECTION:	AMOUNT:
------------------------	----------------

ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: September 4, 2018
---	--------------------------------

SUMMARY HIGHLIGHTS:

Illinois Statute 50 ILCS 145/2, Sec. 2 states the compensation of elected officers of local government, including home rule units, must be fixed at least 180 days before the beginning of the terms of the officers whose compensation is to be fixed. Therefore any changes to compensation must be done prior to the October meeting. I have listed a history of compensation for the Mayor, Trustees, Clerk and Deputy Clerk

Ordinance	Date	Mayor	Trustee	Clerk	Deputy Clerk
Ord. 1511	7/9/96	\$25,000*			
	Undated		\$3,300.00		
	Undated		\$3,600.00		
	Undated			\$6,500.00	
Ord. 2047	8/15/06				\$2,000.00
Ord. 2050	9/12/06		\$4,800.00		
Ord. 2159	9/9/08			\$7,500.00	

*Includes \$4,000 for Liquor Commissioner Duties

Any change would be effective May 1, 2019 or when elected in 2019 or 2021. Does not apply to 2-year term elected in 2019.

RECOMMENDED ACTION: Review current compensation

DEPARTMENT HEAD APPROVAL 	VILLAGE ADMINISTRATOR 
--	--

AGENDA PAGE NUMBER:

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

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

ITEM: Certification Pay for Certified Municipal Clerk and Master Municipal Clerk Designations	DEPARTMENT: Clerk
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: September 4, 2018

SUMMARY HIGHLIGHTS:

The International Institute of Municipal Clerks offers two professional certifications that are earned through participation in educational programs and involvement in a variety of professional development activities.

Certified Municipal Clerk this program is designed to enhance the job performance of the Clerk in small and large municipalities. To earn the CMC designation, a Municipal Clerk must attend extensive education programs.

Master Municipal Clerk this program is an advanced continuing education program that prepares participants to perform complex municipal duties. The program has an extensive and rigorous educational component and professional and social contribution component. The MMC applicant must demonstrate that they have actively pursued education and professional activities as a Clerk.

The Village has approved certification pay for employees in the Information Systems Department and various Public Works Departments as per the pay plan adopted with the Budget on April 10, 2018.

The designation of CMC or MMC reflects a Clerk's commitment to performing their duties professionally, and to remain current of all laws that pertain to those duties such as the Freedom of Information and Open Meetings Acts.

I am recommending certification pay as follows. Certification pay would not be cumulative.

Certified Municipal Clerk	\$600.00 per year
Master Municipal Clerk	\$1,200.00 per year

Any change would be effective May 1, 2019 for Deputy Clerk and 2021 for Elected Clerk

RECOMMENDED ACTION: Approve Certification pay for Clerk and Deputy Clerk

DEPARTMENT HEAD APPROVAL 	VILLAGE ADMINISTRATOR
-------------------------------------	----------------------------------

AGENDA PAGE NUMBER:

VILLAGE OF RANTOUL PAY PLAN

May 1, 2018 – April 30, 2019

Policy

It is the policy of the Village of Rantoul to establish and maintain a pay plan that will attract, retain and motivate qualified personnel.

The compensation objectives of the Village of Rantoul are as set forth below. The Village recognizes that not all of these objectives can be completely achieved at all times, but they are listed here as guides.

The objectives of the pay plan are designed to:

- ◆ Establish ranges of compensation that reflect the value to the Village of the various employment positions as determined by a formal system of evaluation and review which takes into account the duties and levels of responsibility of each employment position;
- ◆ Adjust ranges of compensation when periodic surveys or changes in economic and competitive factors indicate that any such adjustments are warranted;
- ◆ Ensure that the compensation and related benefits for comparable employment positions are generally equal to the average pay and benefits provided by other employers who offer similar employment and hire the same caliber of personnel in the same employment markets;
- ◆ Encourage superior performance by adjusting the rate of compensation of each employee on the basis of the quality of individual performance, as determined by a systematic program of performance appraisal;
- ◆ Ensure that compensation is not influenced by race, color, sex, age, religion, ancestry, handicap unrelated to ability, national origin or any other prohibited classification;
- ◆ Communicate the general policies and procedures on which the pay plan is based so that employees may be informed about the compensation structure and the administration thereof as it affects them individually.

Questions concerning this policy should be directed to the Human Resources Department.

PAY PLAN DECISION PROCESS

The Board of Trustees establishes, as part of the annual budget, the maximum number of authorized positions for both full-time and permanent part-time employees. The budget contains a list of all authorized positions within each department, outlined according to the fund or budget activity from which any such position is funded, the classification to which each such position is assigned, and the number of full-time or permanent part-time positions assigned to each such classification.

Any change in the amount of compensation paid to any non-union employee occurs on May 1 of each year. All such changes will be approved each year at the same time as the annual budget. Prior to any increases, annual evaluations are conducted for all positions.

The following outlines the framework for the pay plan. This includes how the Village deals with newly hired employees, annual merit reviews and job evaluations.

FRAME WORK FOR PAY PLAN

Establishing the Original Ranges/Pay Grades

In order to establish the ranges of compensation, each employee filled out a position analysis questionnaire. After each employee filled out the questionnaire, his or her supervisor reviewed the information and signed off and dated the employee's questionnaire. All questionnaires were then collected and sent to GovHR (consultants). In addition, GovHR conducted face-to-face interviews with each employee. The questionnaires were broken down into nine main factors: Education and Training, Years of Experience, Independent Judgement and Decision Making, Responsibility for Policy Development, Planning, Contact with Others, Supervision Given, Physical Demands, and Use of Technology/Specialized Equipment. From this score sheet, a point value was derived. GovHR then configured the ranges of compensation based on our internal equity structure, external market factors, and the corresponding position point values from the questionnaires/interviews for each position. All non-union employees will fit into one of the 10 configured grades of compensation ranges. No position, new or revised, may be filled until it has been evaluated and a grade assigned.

In the event that a new position is created, the position will be submitted to Human Resources for review and evaluation. The job description for the proposed position will be evaluated under the questionnaire criteria mentioned above and scores will be assigned for each of the nine main factors. The pay range for the new position will be determined based upon the results of this evaluation.

Compensation Structure

The ranges of compensation consist of a minimum, midpoint and maximum rate for each pay grade. The collective group of all established ranges of compensation shall be known as the "Compensation Structure". The Compensation Structure will be reviewed annually to recognize changes in economic conditions and the movement of compensation levels within local companies and the industry over the past year. These adjusted ranges shall be submitted to the

Board of Trustees for approval in April of each year at the same time as the annual budget. These adjustments will take effect on May 1 of each year for all non-union employees. If this adjustment results in an employee falling below the minimum of the range, such employee's pay shall be raised to the minimum amount.

New Employees

The majority of all newly hired staff are employed at the bottom fourth (1/4) of the appropriate pay range. After the successful completion of any applicable probationary period, the pay may be increased within the bottom fourth (1/4) of the pay range depending on performance. Applicants with outstanding qualifications and/or experience may be hired above the bottom fourth (1/4) of their range. If an employee is hired above the bottom fourth of the pay range, he or she will not receive a pay increase upon the successful completion of probation unless any such increase was negotiated at the time of employment.

Annual Merit Review

The annual reviews for all non-union employees are conducted by their immediate supervisor annually. During this evaluation, job performance and achievement of established goals are reviewed for the preceding year. Each evaluation is then reviewed by the Department Head, Village Administrator and/or Mayor and then referred to Human Resources. The following definitions are used in determining an employee's performance rating:

Outstanding - Always Exceeds Expectations

Performance, behavior and customer service are outstanding and always exceed expected levels of achievement. The quality and quantity of work is consistently performed with exceptional results. (Requires specific examples)

Excellent - Frequently Exceeds Expectations

Performance, behavior and customer service consistently exceed expected levels of achievement. The quality and quantity of work is frequently performed at levels which exceed basic position requirements. (Requires specific examples)

Satisfactory - Fully Meets Expectations

Expected levels of performance, behavior and customer service achieved on a consistent and sustained basis. The quality and quantity of work fully meet the requirements of the position. Work is completed in a competent manner.

Fair - Sometimes Does Not Meet Expectations

Work does not consistently meet the performance, behavior, customer service, quality, and quantity and/or attendance requirements of the position. Improvement is needed. (Requires specific examples)

Needs Improvement – Fall below minimum standards

Mandatory goal setting and development of performance improvement plan required for this rating.

Job Re-Evaluations

The Village of Rantoul will establish and maintain a job evaluation plan/system to determine and acknowledge the relative ranking of all positions prior to the effective date of any merit increase, as applicable. Although the job description or job description/specification is the primary source of information about a position, Human Resources may seek additional information about positions being evaluated from the incumbent, the immediate supervisor or others knowledgeable about the position.

Any evaluation or re-evaluation request shall be composed in memorandum form and shall contain a brief but comprehensive summary of why the request is being made. All requests for evaluation or re-evaluation will be submitted by the appropriate Department Head in writing to the Human Resources no later than October 1st each fiscal year.

After the request is received by Human Resources, the employee may be required to provide additional information and/or fill out a questionnaire about the current and new duties and responsibilities of the position. The new information/questionnaire will be discussed with the Department Head and supervisor to verify accuracy. Based on the job information provided, the point value will be determined and a pay grade assigned. Human Resources will consider the totality of the information collected in performing a position evaluation or re-evaluation analysis.

After the analysis is performed by the Human Resources Manager, no later than January 1st of each fiscal year and a new position and/or new pay grade for the job/individual being evaluated is recommended, (based on a substantial change in the responsibilities and duties of an existing position), the appropriate Department Head will then review and decide to go forward with the recommendation.

The recommendation will then be submitted to the Village Administrator for review and approval decision. This review and approval decision by the Village Administrator will be completed no later than March 1st of each fiscal year.

If the recommendation is approved by the Village Administrator and if the analysis indicates that the job's point value has increased, the Village Administrator and the Department Head will determine if a salary increase is warranted, which will depend on several factors including the economic conditions at the time and Village Board approval. Any salary increase decision will be included as part of the next fiscal year's budget. If a merit increase is established, it will be added onto any newly adjusted rate.

Any merit increase for the employee with an approved new position and/or new pay grade and who receives a newly adjusted rate, will be added onto the newly adjusted rate and will be included as part of the next fiscal year's budget no later than April 1st each fiscal year.

As part of the annual budget development process for the next fiscal year, the Department Head will include any position and any salary changes, approved by the Village Administrator, in his/her department's annual fiscal year budget proposal. The Board of Trustees will review and approve the Annual Village Budget presented by the Village Administrator, which includes any position and salary changes, based on the Village's Job Re-evaluation system.

Shift Differentials

Shift Premium pay for the position of Dispatcher is as follows:

- An additional \$0.25 per hour for the second shift
- An additional \$0.35 per hour for the third shift

Such additional compensation or pay per hour shall not be added to any such Employee's base hourly rate of compensation to calculate pay increases. However, such pay will be used for the purpose of calculating overtime or any other compensable benefit.

Management Information Systems Certification Pay

Each employee in the Management Information Systems department of the Village assigned to duties as a Computer Technician who becomes and continues to maintain certification status as outlined below, as evidenced by the either CompTIA or Microsoft, shall receive such additional compensation or pay per hour in such amount as is specified below for the applicable certification. Employees eligible for this premium shall be able to add only one additional premium per fiscal year.

<u>Certification</u>	<u>\$/hour</u>
CompTIA A+	\$0.50
MCP (Microsoft Certified Professional) (Exam 70-271 or 70-272)	\$0.50
MCDST (MS Certified Desktop Support Technician)	\$0.50

Public Works Certification Pay

Each employee in the Public Works Department of the Village assigned to duties as an operator in the water, wastewater, or systems maintenance divisions who becomes and continues to maintain status as a "Certified Operator", as evidenced by a Certificate of Technical Competency issued by the Illinois Environmental Protection Agency, shall receive such additional compensation or pay per hour in such amount as is specified below for the applicable class of such certification as follows:

<u>Water</u>		<u>Wastewater</u>	
<u>Class</u>	<u>\$/hour</u>	<u>Class</u>	<u>\$/hour</u>
D	\$0.44	4*	\$0.44
C	\$0.88	3	\$0.88
B	\$1.39	2	\$1.39
A	\$1.92	1	\$1.92

*Also includes Waste Water Collection Systems Certification

Certified Gas Welder Pay – \$0.44/hour

Petroleum Class "A" Operator - \$0.44/hour

Such additional compensation or pay per hour shall not be added to any such Employee's base hourly rate of compensation to calculate pay increases. However, such pay will be added to base pay and used for the purpose of calculating overtime or any other compensable benefit.

Gas Apprentice Program Pay

Each employee in the Public Works Department of the Village assigned as a Gas Technician who completes the required training to achieve a Level 1 or Level 2 Certification under an Operator Qualification Training Program for a natural gas system as approved by the Director of Public Works shall receive compensation or pay per hour in such amount as is specified below:

Level 1 Certification: 90% of the midpoint of the hourly rate range for such position

Level 2 Certification: 95% of the midpoint of the hourly rate range for such position

Such compensation or pay per hour shall be in such amount as is equal to the applicable percentage of the midpoint hourly rate in effect when any such certification is achieved.

Fire Department Compensation

The compensation of the Fire Chief and all other members of the Fire Department is hereby established pursuant to Section 16-44 of the Village Code as follows:

<u>Position</u>	<u>Per Meeting Rate *</u>
Fire Chief	\$125.00
Assistant Fire Chief	\$75.00
Captain	\$65.00
Secretary-Treasurer	\$65.00
Firefighter	\$50.00

* There are three mandatory meetings each month. However, the Fire Chief may also call special meetings at other times as needed which will be paid at the same rate as a fire call appearance.

Fire Department dues in the amount of \$10.00 will be deducted from each Firefighter's monthly paycheck.

In addition to the per meeting rate as set forth above, all members of the Fire Department shall receive \$22.00 per fire call appearance; provided, however, that effective January 1, 2011, in the event of a fire call appearance lasting more than four (4) hours which involves a significant event (e.g., a train derailment, environmental hazard, tornado or other severe or ice storm) as determined by the sole discretion of the Fire Chief or his or her designee each responding member will receive \$22 per hour for each hour worked, beginning with the first hour worked, for all time attributable to being on the scene for such appearance after the first four (4) consecutive hours of being at the scene, but such time attributable to being on the scene shall not include any time for clean up, training or other duties not directly related to such significant event. Such additional amount per hour shall be paid in thirty (30) minute increments.

Incentive Retention Pay

All members of the Fire Department who have nine (9) or more years of continuous service in the Fire Department but have not attained the age of 66 or more years will be eligible for incentive retention pay as follows:

<u>Years of continuous service</u>	<u>Amount per year</u>
9-13	\$500
14-18	\$750
19+	\$1,000

Payment of Benefits upon Retirement

Any full-time employee (as defined in the Personnel Code) other than a member of any collective bargaining unit who is a "participating employee" within, and eligible to receive benefits from, the Illinois Municipal Retirement Fund, completes (20) or more years of continuous employment with the Village, has attained the required age to receive a pension and is eligible to retire in good standing may elect to receive such compensation as may otherwise be due for any earned but unused compensatory time, any earned but unused vacation, any compensable accumulated but unused sick leave and any entitled but unused personal leave payable under this Article upon such full-time employee's termination of employment (the "Termination Payment"), in equal installments over the course of each pay period occurring during the four (4) month period immediately prior to such full-time employee's last day of employment, subject to the following:

- (i) To be eligible for such election, any such full-time employee shall submit an irrevocable retirement resignation to the Village, coupled with a written notice of such election, at least 180 days prior to such full-time employee's last day,
- (ii) Any such full-time employee making such election shall further agree in writing that in the event that the amount of the Termination Payment is subsequently reduced for any reason due either to the use of any earned compensatory time, earned vacation, accumulated sick leave or entitled personal leave or to any such last day of employment occurring earlier than the submitted resignation date after the Termination Payment is determined and any payment thereof has begun, that any such reduction shall be made in the applicable pay period during which any such used or last day of the employment occurs.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE _____ OF _____

ITEM: Revised Agreement with RTAG/CCRPC/CUMTD for Eagle Express Transportation Service	DEPARTMENT: Administrator
AGENDA SECTION: Administrator	AMOUNT: \$110,552.04 (FY2019) \$111,650.04 (FY2020) \$112,200.00 (FY2021) \$56,100.00 (FY2022)
ATTACHMENTS: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents	DATE: August 29, 2018
SUMMARY HIGHLIGHTS:	
<p>In November 2016, the Village began providing local transportation services to create mobility within the corporate limits and to give residents access to the industrial park, retailers, medical offices, and other major destinations. These services enhance the quality of life for residents by connecting them to employment opportunities, health care, education, recreation, and other necessary activities and services.</p> <p>The services are provided in cooperation with the Rural Transit Advisory Group (RTAG), the Champaign County Regional Planning Commission (CCRPC), and the Champaign-Urbana Mass Transit District (CUMTD). CUMTD operates (via C-CARTS) a deviated-fixed route service on a published regular schedule to the industrial, commercial, and residential areas of the Village of Rantoul in accordance with the attached documents. This is a restructured service, with changes based on ridership trends, public input, and in consultation with the Village.</p> <p>Ridership has grown sharply since the inauguration of service, from 176 rides in November 2016 to 851 rides delivered in July 2018. In view of its importance, CUMTD has proposed changes that will improve wait times and transit times for riders throughout the Village. These have been incorporated into the proposal. In addition, the new services will be offered with only very small increases in cost. The fiscal impacts will be less than 1% in each fiscal year (0.5% in FY2019, 0.99% in FY2020, and 0.49% in FY2021).</p>	
RECOMMENDED ACTION: Approval of contract to continue Eagle Express transportation service	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR 

AN AGREEMENT REGARDING EXPANDING SERVICES OF THE RANTOUL TRANSPORTATION SERVICE PROGRAM ("C-CARTS")

WHEREAS, the County of Champaign (hereafter simply "COUNTY") was awarded a Downstate Operating Assistance and FTA Section 5311 Combined Grant for rural public transportation; and

WHEREAS, the COUNTY and the Champaign-Urbana Mass Transit District (hereafter simply "MTD"), entered into an Intergovernmental Agreement (hereafter simply "IGA") dated September 17, 2015, to provide rural public transportation; and

WHEREAS, in the IGA, MTD was named as the designated provider of rural public transportation to operate a separate transportation service program to be known as "C-CARTS", and those COUNTY vehicles formerly used by the prior rural transportation provider known as CRIS, were leased to MTD; and

WHEREAS, in the IGA, the Champaign County Regional Planning Commission ("RPC"), and the Rural Transit Advisory Group ("RTAG") were delegated oversight and coordination authority relating to the provision of rural public transportation service; and

WHEREAS, the Village of Rantoul (hereafter simply "RANTOUL") has proposed that the C-CARTS service be provided to RANTOUL; and RPC, RTAG and MTD have all agreed to such proposal and desire to set forth their agreement in writing.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1) RTAG and RPC hereby approve of the changes herein regarding rural public transportation services to be provided in the Village of Rantoul by MTD as set forth in the IGA.
- 2) The term of this agreement shall be two (2) years from the date of execution by RANTOUL set forth in the signature block for the Village of Rantoul.
- 3) (a) RANTOUL agrees to make monthly payments, following the schedule below, directly to Champaign-Urbana Mass Transit District at 1101 E. University Avenue, Urbana, Illinois, for each full month of transportation services provided to RANTOUL as set forth in this agreement.

Date Range	Monthly Payment
November 2018 – October 2019	\$9,258.34
November 2019 – October 2020	\$9,350.00

- (b) The monthly payments due hereunder shall be paid on or before the 10th day of each month following the month in which the transit services were provided.
 - (c) The parties agree to apportion the monthly payment due hereunder for any month in which the transportation services are provided for only a portion of the month.
 - (d) Fares collected are not a credit against the monthly payments due hereunder.
- 4) (a) In the event of any changes affecting MTD's ability to provide service, contact shall be made with RANTOUL's Village Administrator. In the event of emergency changes in service conditions in the Village of Rantoul, RANTOUL shall contact the MTD Operations Department (Drew Bargmann, Randy Fouts, or Tracey Pettigrew).

(b) On a monthly basis, MTD shall provide RANTOUL reporting on route ridership, service hours, and service mileage.

- 5) MTD is offering access to open-door deviated-fixed route service (Attachment A) to the general public for a common fare. MTD will consult with RANTOUL on service changes. MTD as the operator for C-CARTS will adhere to the federal regulations regarding publicly offered route service. Nothing in this agreement shall be construed to limit MTD's obligations to follow those regulations.

Route performance will be assessed with RANTOUL on an annual basis.

- 6) Any of the parties may terminate this Agreement in ninety (90) days written notice to the other parties. MTD may suspend its service under this Agreement if RANTOUL fails to make timely payments as set forth in paragraph 3 above.
- 7) The parties acknowledge that nothing in this agreement creates a joint venture or other business relationship among/between the parties other than those specifically set forth herein.
- 8) Notices provided for shall be deemed given when mailed by certified mail to the parties at their address given below in their signature block:

Rural Transit Advisory Group

BY: _____

Date: _____

Address: 1776 East Washington Street
Urbana, IL 61802

Champaign County Regional Planning Commission

BY: _____

Date: _____

Address: 1776 East Washington Street
Urbana, IL 61802

Champaign-Urbana Mass Transit District

BY: _____

Date: _____

Address: 1101 East University Avenue
Urbana, IL 61802

Village of Rantoul

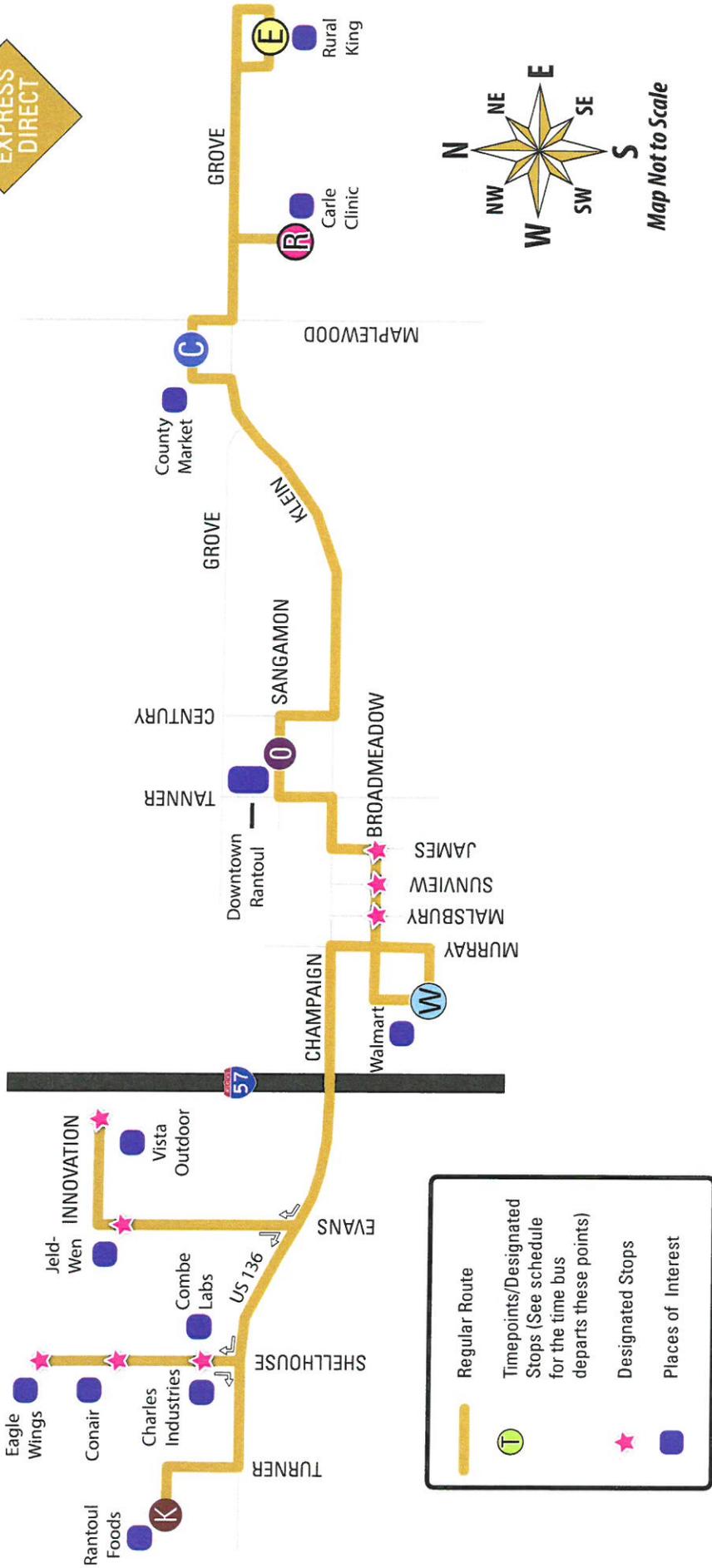
BY: _____

Date: _____

Address: 333 South Tanner Street
Rantoul, IL 61866

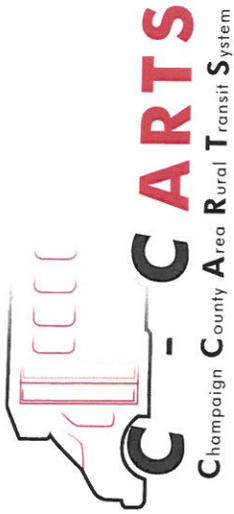
Attachment A

- 1) MTD shall operate a C-CARTS deviated-fixed route service on published regular schedule to the industrial, commercial, and residential areas of the Village of Rantoul in accordance with the attached schedules.
- 2) This service is designed to facilitate mobility and access to jobs throughout the Village of Rantoul.
- 3) This is a restructured service, with changes based on ridership trends, public input, and in consultation with RANTOUL, RTAG, and RPC.
- 4) This service will be performed by C-CARTS, within the operational ability of MTD.



GENERAL RULES

- Please have exact \$2 cash fare when boarding. Drivers **do not** make change.
- Riders 65+ years of age and qualified riders with disabilities pay a \$1 cash fare. For complementary ADA Paratransit information, call 217.344.4287
- Eating, drinking, and the use of tobacco products are prohibited.
- Shirts and shoes (or equivalent) must be worn.
- Wheelchairs must be secured.
- Riders may use the lift if unable to enter the vehicle by the stairs.
- Service animals are permitted.
- Respirator/portable oxygen equipment must be secured.
- Disruptive clients or those unable/unwilling to follow guidelines will have service discontinued.
- If service is cancelled due to inclement weather, notification will be made to local radio and television stations.



**RANTOUL C-CARTS
EAGLE EXPRESS DIRECT
Monday through Friday**

WESTBOUND						EASTBOUND								
Rural King	Carle Clinic on Grove	County Market	Garrard & Sangamon	Walmart	Turner Drive (Rantoul Foods)	Turner Drive (Rantoul Foods)	Walmart	Garrard & Sangamon	Walmart	Turner Drive (Rantoul Foods)	Garrard & Sangamon	Country Market	Carle Clinic on Grove	Rural King
(E)	(R)	(C)	(U)	(W)	(K)	(K)	(W)	(U)	(W)	(K)	(U)	(C)	(R)	(E)
		5:25A	5:29A	5:34A	5:49A	5:51A	5:57A	6:02A	6:06A	6:06A	6:06A	6:06A	6:06A	---
---	---	6:08	6:12	6:17	6:32	6:34	6:40	6:45	6:49	6:49	6:49	6:49	6:51	6:53
6:55	6:57	6:59	7:03	7:08	7:23	7:25	7:31	7:36	7:40	7:40	7:40	7:40	7:42	7:44
7:46	7:48	7:50	7:54	7:59	8:14 Δ									
		2:45P	2:49P	2:54P	*3:09P	*3:11P	3:27P	3:32P	3:36P	3:36P	3:36P	3:36P	3:38P	3:40P
3:42P	3:44P	3:46	3:50	3:55	4:10	4:12	4:18	4:23	4:27	4:27	4:27	4:27	4:29	4:31
4:33	4:35	4:37	4:41	4:46	5:01	5:03	5:09	5:14	5:18	5:18	5:18	5:18	5:20	5:22
5:24	5:26	5:28	5:32	5:37	5:52	5:54	6:00	6:05	6:09 Δ	6:09 Δ	6:09 Δ	6:09 Δ		

**EAGLE EXPRESS DIRECT
RANTOUL C-CARTS**

Monday through Friday

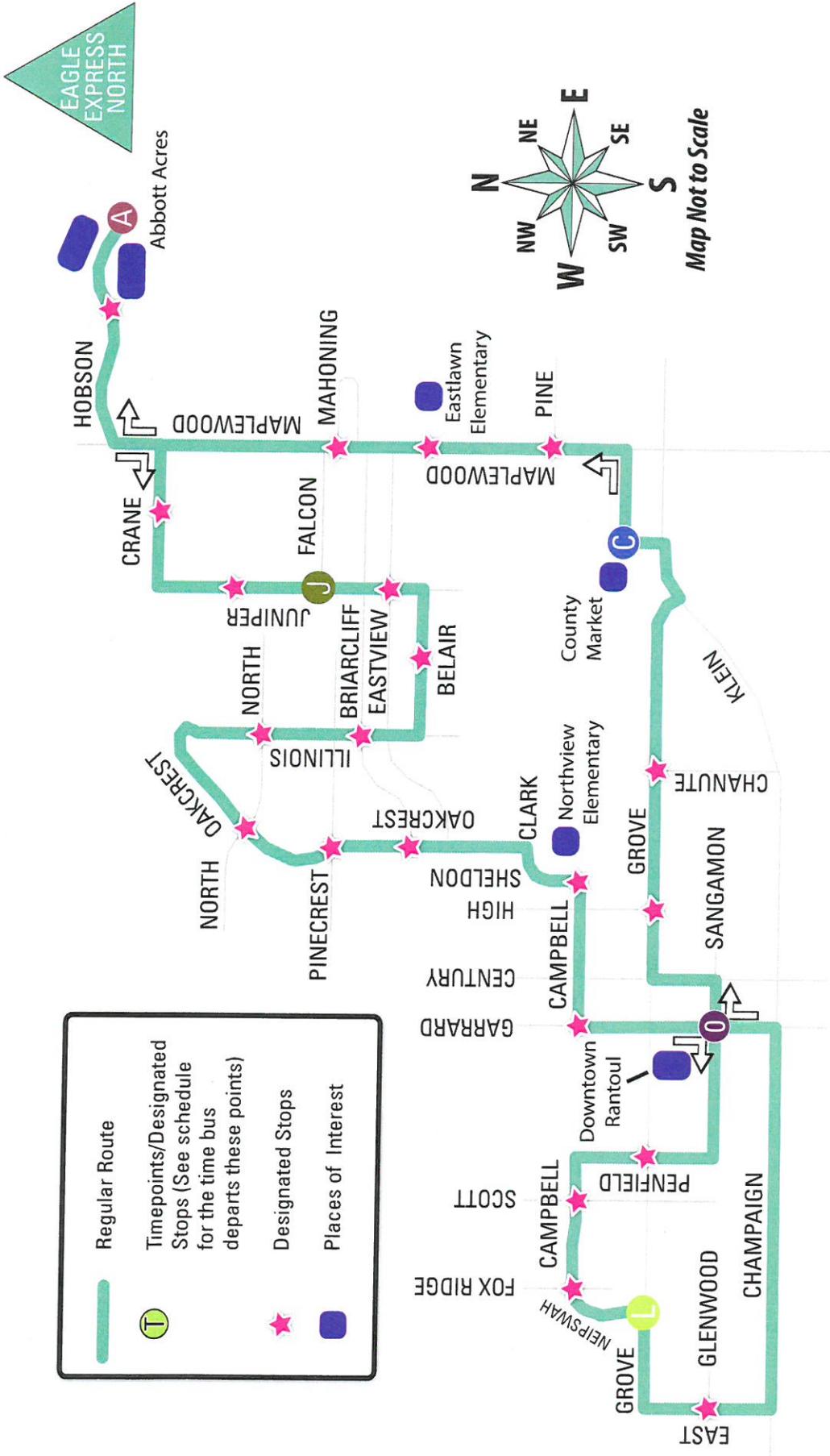


Effective November 1, 2018

* This trip will serve each of the stops in the industrial park on U.S. Route 136 on both its westbound and eastbound journey.
 Δ Denotes end of route.

\$2 Cash Fare (drivers carry no change)
 \$1 Cash Fare 65+ Years of Age or Qualifying Disability
 (for information about Complementary Paratransit Service, call 217.344.4287)

**CHAMPAIGN COUNTY AREA
RURAL TRANSIT SYSTEM**
 1101 East University Avenue
 Urbana, IL 61802
 217.344.4287
 www.c-carts.com



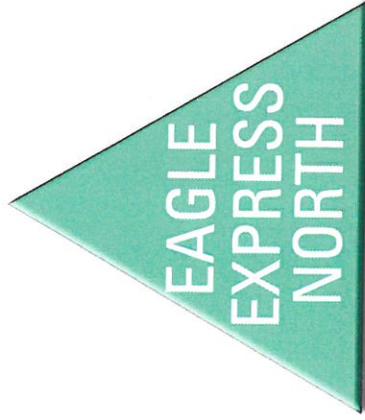
GENERAL RULES

- Please have exact \$2 cash fare when boarding. Drivers **do not** make change. Riders 65+ years of age and qualified riders with disabilities pay a \$1 cash fare. For complementary ADA Paratransit information, call 217.344.4287
- Eating, drinking, and the use of tobacco products are prohibited.
- Shirts and shoes (or equivalent) must be worn.
- Wheelchairs must be secured.
- Riders may use the lift if unable to enter the vehicle by the stairs.
- Service animals are permitted.
- Respirator/portable oxygen equipment must be secured.
- Disruptive clients or those unable/unwilling to follow guidelines will have service discontinued.
- If service is cancelled due to inclement weather, notification will be made to local radio and television stations.



EAGLE EXPRESS NORTH RANTOUL C-CARTS

Monday through Friday



Effective November 1, 2018

**CHAMPAIGN COUNTY AREA
RURAL TRANSIT SYSTEM**
1101 East University Avenue
Urbana, IL 61802
217.344.4287
www.c-carts.com

RANTOUL C-CARTS EAGLE EXPRESS NORTH ROUTE Monday through Friday

WESTBOUND					EASTBOUND				
Abbott Acres	Juniper & Falcon	Garrard & Sangamon	Neipswah & Grove		Neipswah & Grove	Garrard & Sangamon	County Market	Abbott Acres	
A	J	O	L		L	O	C	A	
5:20A	5:23A	5:27A	5:30A		5:30A	5:34A	5:39A	5:43A	
5:45	5:48	5:52	5:55		5:55	5:59	6:04	6:08	
6:10	6:13	6:17	6:20		6:20	6:24	6:29	6:33	
6:35	6:38	6:42	6:45		6:45	6:49	6:54	6:58	
7:00	7:03	7:07	7:10		7:10	7:14	7:19	7:23	
7:25	7:28	7:32	7:35		7:35	7:39	7:44	7:48	
7:50	7:53	7:57Δ							
3:16P	3:19P	3:23P	3:26P		3:26P	3:30P	3:35	3:39	
3:41	3:44	3:48	3:51		3:51	3:55	4:00	4:04	
4:06	4:09	4:13	4:16		4:16	4:20	4:25	4:29	
4:31	4:34	4:38	4:41		4:41	4:45	4:50	4:54	
4:56	4:59	5:03	5:06		5:06	5:10	5:15	5:19	
5:21	5:24	5:28	5:31		5:31	5:35	5:40	5:44	
5:46	5:49	5:53Δ							

Δ Denotes end of route.

\$2 Cash Fare (drivers carry no change)

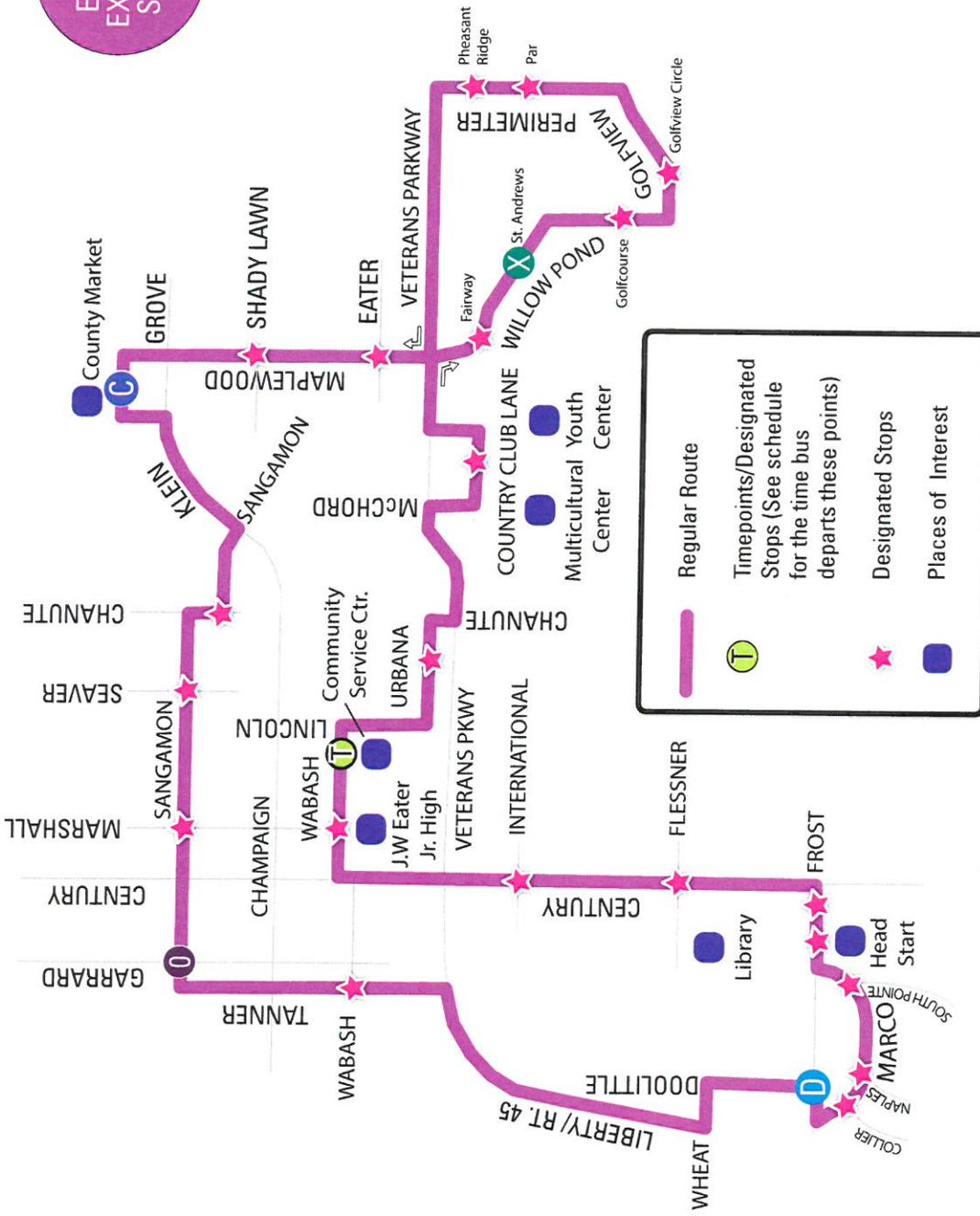
\$1 Cash Fare 65+ Years of Age or Qualifying Disability

(for information about Complementary Paratransit Service, call 217.344.4287)



Map Not to Scale

EAGLE EXPRESS SOUTH



GENERAL RULES

- Please have exact \$2 cash fare when boarding. Drivers **do not** make change. Riders 65+ years of age and qualified riders with disabilities pay a \$1 cash fare. For complementary ADA Paratransit information, call 217.344.4287
- Eating, drinking, and the use of tobacco products are prohibited.
- Shirts and shoes (or equivalent) must be worn.
- Wheelchairs must be secured.
- Riders may use the lift if unable to enter the vehicle by the stairs.
- Service animals are permitted.
- Respirator/portable oxygen equipment must be secured.
- Disruptive clients or those unable/unwilling to follow guidelines will have service discontinued.
- If service is cancelled due to inclement weather, notification will be made to local radio and television stations.



RANTOUL C-CARTS
EAGLE EXPRESS SOUTH
Monday through Friday

WESTBOUND				EASTBOUND			
County Market	Garrard & Sangamon	Frost & Doolittle	Doolittle	Frost & Doolittle	Community Resource Center	Willow Pond & St. Andrews	County Market
C	0	D	D	D	T	X	C
5:36A	5:39A	5:44A	5:15A	5:22A	5:26A	5:32A	
6:05	6:08	6:13	5:44	5:51	5:55	6:01	
6:34	6:37	6:42	6:13	6:20	6:24	6:30	
7:03	7:06	7:11	6:42	6:49	6:53	6:59	
7:32	7:35	7:40	7:11	7:18	7:22	7:28	
			7:40	7:47	7:51	8:07Δ	
3:41P	3:44P	3:49P	3:20P	3:27P	3:31P	3:37P	
4:10	4:13	4:18	3:49	3:56	4:00	4:06	
4:39	4:42	4:47	4:18	4:25	4:29	4:35	
5:08	5:11	5:16	4:47	4:54	4:58	5:04	
5:37	5:40	5:45Δ	5:16	5:23	5:27	5:33	

Upon request only, Westbound trips will leave route at RT. 45 & Wheat to drop passengers off at Fountain Valley

\$2 Cash Fare (drivers carry no change)
 \$1 Cash Fare 65+ Years of Age or Qualifying Disability
 (for information about Complementary Paratransit Service, call 217.344.4287)

EAGLE EXPRESS SOUTH
RANTOUL C-CARTS
Monday through Friday



Effective November 1, 2018

CHAMPAIGN COUNTY AREA
RURAL TRANSIT SYSTEM
 1101 East University Avenue
 Urbana, IL 61802
 217.344.4287
 www.c-carts.com

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE _____ OF _____

ITEM: Amending Storm Drainage Article	DEPARTMENT: Finance
AGENDA SECTION: Item 10 B	AMOUNT:
ATTACHMENTS: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents	DATE: August 28, 2018
SUMMARY HIGHLIGHTS:	
<p>Identified below is information on the storm drainage bills that were sent out on June 23, 2018:</p> <ol style="list-style-type: none"> 1) There were 3,784 storm bills that were printed and mailed out on June 23, 2018. 2) The first installment was due on August 7 with the second installment due September 21. 3) Late fees and interest will be added on September 25 to any outstanding bills. 4) The amount billed on June 23 was \$772,100. 5) The current balance outstanding as of August 28 is \$412,700. 6) There are currently 1,038 outstanding bills that have not been paid yet (27% of the bills sent out). Of that amount, approximately 506 owe the amount that was billed this year (\$56.70). 7) There were 156 liens filed with the County this year for any outstanding storm drainage fee. <p>In order to try and collect on outstanding storm drainage bills, the Village again will send out late notices and lien notices before the Village liens the property.</p>	
RECOMMENDED ACTION: Approve the amendment of the Storm Drainage Article sections 40-446 and 40-453.	
DEPARTMENT HEAD APPROVAL 	VILLAGE ADMINISTRATOR 

Storm Water Fund

Beginning in 2018, the Village will be sending out the storm drainage bills in June. Contrary to popular belief, this fee was established in 2000 and was never supposed to sunset. This June the residential bill is \$56.70. During the past few years the Village has continued to invest heavily in updating and maintaining our storm water infrastructure. Because of this, I think it is important to remind everyone what projects these funds have been used for. Below is the list of projects that have been funded with storm water revenues since 2001. Additionally a map is included highlighting the sections of town where the investments were made. Although investments may be made in one section of town, the entire community benefits when the village effectively manages storm water discharge.

Completed Projects

Maplewood Drive and Clark Street Improvement - This project alleviated flooding at the intersection of Maplewood Drive and Clark Street. It included the construction of a new 42" and 48" storm sewer system located along the north side of the Fisher Farmer Railroad tracks extending east approximately 1,100 feet to the drainage ditch. This project was completed in 2001 at a cost of \$276,551.

Maplewood Detention Pond - This was the first major storm water improvement to be funded by the Storm Drainage Fee. Funding was provided to purchase the property where the pond is located as well as the construction of the pond. Jointly constructed by the Village and the Air Force, this project was completed in August 2003, and expended \$629,171 in storm water funding.

Sangamon to Wabash Storm Sewer - Completed in the summer of 2007, construction of the Sangamon to Wabash Storm Sewer at a cost of \$1,921,385. The project began at the intersection of Sangamon Avenue and Tanner Street and entered the west end of the detention pond at West Avenue. It consisted of new pipes ranging in size from 24" to 48". It has alleviated the flooding along Wabash Avenue, Lincoln Street, Sangamon Avenue, and Garrard Street.

Prairie View and Shady Lawn Upgrade - This project diverted storm water from the Prairie View subdivision to the Maplewood Detention Pond. This project was completed in 2004 and the total construction costs were \$346,812.

Eater Drive Upgrade - This project diverted storm water from the Eater Drive and Harper Drive Intersection to the Maplewood Detention Pond. This project was completed in late 2004 at a total cost of \$274,859.

Lon Drive and Gates Drive - Constructed in 2006, this project alleviated flooding along Lon Drive. This project consisted of approximately 700 feet of new 30" storm sewer along Lon Drive beginning at the new Gates and Lon Intersection extending north to U.S. 136 and an extension of a 48" storm sewer at Carolina Drive. The cost of the storm sewer work was \$146,530.

Gleason Drive Area - This project reduced roadway flooding by improving the driving surface and providing curb and gutter, structures, storm sewer collection pipe, as well as underground storage in the Gates Drive, Gleason Drive, Carolina Drive, Eater Drive and Harper Drive areas. This project was completed in the summer of 2012, costing \$1,157,256.

Northwest Outfall - The project constructed in 2016 included the construction of a new storm sewer from just south of the Canadian National railroad to the Northwest pump station. This work provided improved storm water flow for the Northwest portion of the community by replacing a 24" storm sewer and disconnecting from an existing parallel field tile. This project was completed at a cost of \$1,613,817.

Broadmeadow Subdivision - The project started in 2016 provides for storm water improvement and street rehabilitation of Broadmeadow Road from Malsbury to James Road, Broadmeadow Road to Quinlan Place Pond, and then along James Road. This project provided for the construction of approximately 3330 linear feet of new storm sewer ranging in size from 12" to 36" diameter along with additional drainage structures. The project cost was \$1,179,174.

Rudzinski Pond - This project started in 2016 and removed approximately 4000 cubic yard of accumulated sediment from the pond, repaired existing culverts and outfall structures and regraded the banks of the pond. The cost of this project was \$235,023.

Total Funds Invested: \$7,780,578

ORDINANCE NO. 2582

**AN ORDINANCE
SUPPLEMENTING AND AMENDING SECTIONS 40-446
AND 40-453 OF ARTICLE VII OF CHAPTER 40 OF THE RANTOUL CODE**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 14th day of August, 2018, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. ____

**AN ORDINANCE
SUPPLEMENTING AND AMENDING SECTIONS 40-446
AND 40-453 OF ARTICLE VII OF CHAPTER 40 OF THE RANTOUL CODE**

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

Section 1. Adoption. Section 40-446, entitled “Payment periods and due dates”, and Section 40-453, entitled “Additional lien charges”, of Article VII, entitled “STORMWATER DRAINAGE UTILITY FEES”, of Chapter 44, entitled “UTILITY SERVICES”, of the Rantoul Code, as supplemented and amended, be and the same are hereby further supplemented and amended as set forth in the title, headings and text thereof as attached hereto and hereby incorporated herein by this reference thereto.

Section 2. Effective Date. The provisions of this Ordinance shall become effective immediately following its passage, approval and publication as required by law.

Section 3. Conflict. All other ordinances or parts of ordinances which are in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded.

Section 4. 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 at a regular meeting on the date set forth below.

PASSED this 14th day of August, 2018.

Village Clerk

APPROVED this 14th day of August, 2018.

Village President

Sec. 40-446. - Payment periods and due dates.

The amount of the utility fee imposed under this article for each billable unit shall be computed annually and shall be billed on an annual basis. Payment of each such annual billed amount may be made in two equal installments if such billed amount for any such billable unit is more than \$100.00, the first installment of which shall be due 45 days after the statement date and the second installment of which shall be due 90 days after the statement date. If the annual billed amount is for \$100.00 or less, payment in full shall be due 45 days after the statement date.

Sec. 40-453. - Additional lien charge.

In all cases where the amounts of any utility fee, late penalty and interest under this article have become delinquent and the village elects to file a claim of lien as set forth in this article, there shall be added to any such amounts due prior to recording, in addition to the amounts of any outstanding taxes, late penalties and interest then due, an additional amount equal to \$40.00 in order to reimburse the village for such charges and expenses as are necessary and required to verify the legal description and ownership information of the billable unit and to prepare the claim of lien, plus any further amounts as may be required to record the claim of lien and any release of such claim for lien. Such additional amounts shall be included in the amounts claimed due by the claim of lien.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

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

ITEM: MFT Resolution – 2019 Annual Street Maintenance Allocation	DEPARTMENT: Public Works
AGENDA SECTION:	PROJECT AMOUNT:
ATTACHMENTS: (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: August 28, 2018

SUMMARY HIGHLIGHTS:

This Agenda item provides for the annual resolution which allocates and permits the Village of Rantoul Public Works Street and Systems Division to use Illinois Department of Transportation (IDOT) Motor Fuel Tax (MFT) funds for eligible street and highway maintenance expenses. These expenses are locally identified as the “day labor and equipment” which supports the funding of street maintenance activities.

The proposed resolution is based on the Village of Rantoul’s annual budget allocation, which for 2018-2019 was \$225,000.00 and is anticipated to be a similar amount in 2019-2020.

As directed in the IDOT Circular Letter dated August 25, 2014, IDOT stresses that the MFT Resolution be approved prior to the spending of funds and to coincide with the calendar year (2019). This is also reflected in the requirements found in the Bureau of Local Roads & Streets, Section 14-2 regarding the annual Maintenance Resolution.

As the Village undertakes the budgeting process, a revised resolution may ultimately be required to coincide and reflect the final 2019-2020 Budget.

RECOMMENDED ACTION: Authorize the approval of the annual IDOT Motor Fuel Tax (MFT) resolution in the amount of \$225,000.00 for funding the Public Works Street and System Division’s day labor and equipment expenses for the period of January 1, 2019 through December 31, 2019.

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

AGENDA PAGE NUMBER:



Illinois Department of Transportation

Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the President and the Board of Trustees of the Village of Rantoul, Illinois, that there is hereby appropriated the sum of \$225,000.00 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2019 to December 31, 2019.

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Paris, Illinois.

I, Michael Graham Clerk in and for the Village of Rantoul, County of Champaign

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the President at a meeting on September 11, 2018

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____.

(SEAL)

Village Clerk
(City, Town or Village)

Approved

Regional Engineer
Department of Transportation

Date



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

August 25, 2014

CIRCULAR LETTER 2014-14

MFT GENERAL MAINTENANCE PROGRAM – DEPARTMENT PRIOR APPROVAL

COUNTY ENGINEERS/SUPERINTENDENTS OF HIGHWAYS
MUNICIPAL ENGINEERS/DIRECTORS OF PUBLIC WORKS/MAYORS
CONSULTING ENGINEERS

Article 9-1.07 of the IDOT Bureau of Local Roads and Streets (BLRS) Manual outlines the procedures for a Local Public Agency (LPA) to expend Motor Fuel Tax (MFT) funds for eligible MFT projects, including general maintenance. This ability to expend MFT funds requires authorization from the Department.

Section 14-2 of the BLRS Manual outlines the procedures for a LPA to submit an annual general maintenance program. The documentation for the general maintenance program must be submitted to the Department, and the LPA must receive approval of the plan and authorization of the funds, prior to conducting any operation listed for the program year.

The submittal of a LPA's general maintenance program must be in a manner that will provide for the appropriate District BLRS office to approve the general maintenance program prior to any expenditure of MFT funds. At a minimum, this submittal must include a resolution (Form BLR 14220 or BLR 14230) appropriating MFT funds for general maintenance, along with an estimate of maintenance costs (Form BLR 14221 or BLR 14231). **The expenditure of MFT funds prior to the approval of the LPA general maintenance program may result in the LPA reimbursing their own MFT account with LPA funds in the amount of the unapproved expenditure.**

During the year if additional maintenance operations not listed on the original estimate of maintenance cost need to be performed, a revised estimate of maintenance costs shall be submitted for approval and authorization prior to the expenditure of MFT funds for the additional maintenance operations. If the revised estimate of maintenance costs exceeds the original resolution, a supplemental resolution will also be required.

In the case of an emergency maintenance operation, it is desirable to first obtain district BLRS approval by telephone or letter. However, the nature of the situation may dictate otherwise, which must be assessed on a case-by-case basis. Article 12-1.02(c) of the BLRS Manual provides additional information on emergency purchases.

Circular Letter 2014-14
Page 2
August 25, 2014

The Department encourages all local public agencies to join our email subscription service. This service is free and provides local public agencies with all BLRS announcements including circular letters, policy changes, and training announcements. Please visit this website under the "Stay Connected" tab to subscribe today: <http://www.idot.illinois.gov/transportation-system/local-transportation-partners/county-engineers-and-local-public-agencies/index>

Please contact your District BLRS office for further information and guidance.

Sincerely,

A handwritten signature in cursive script that reads "James K. Klein".

James K. Klein, P.E., S.E.
Acting Engineer of Local Roads and Streets

TF/tw

BUREAU OF LOCAL ROADS & STREETS
MAINTENANCE - MFT

Jan 2012

14-2(1)

14-2 MAINTENANCE INITIATION

14-2.01 Maintenance Period

IDOT has designated 12 or 24 months as the accounting period for LPA MFT maintenance programs. This period normally starts January 1 and ends December 31. The LPA may use a different starting and ending dates with IDOT approval. However, the length of time must be either 12 or 24 months.

14-2.02 Maintenance Resolution

A maintenance resolution is required for a county or municipality to appropriate MFT funds to be used for maintenance operations contemplated during the 12-month or 24-month period. Forms BLR 14220 (County Maintenance) and BLR 14230 (Municipal Maintenance) are provided for maintenance resolutions. The appropriation for all general maintenance work for the maintenance period may be included in one maintenance resolution, but should cover expenditure of funds for that period only. Submit the resolution to the district for approval prior to the expenditure of MFT funds for the maintenance period covered by the resolution. Should the actual cost of maintenance exceed the total amount of MFT funds appropriated, the LPA must adopt a supplement resolution appropriating the additional funds.

Maintenance appropriations may not exceed the sum of a LPA's current unobligated balance plus estimated MFT allotments for the remainder of the maintenance period. A LPA may not commit MFT allotments for any succeeding year to be used for payment of bills incurred during the current maintenance period. If a proposed maintenance program exceeds the amount of MFT funds estimated to be available, the source of the additional funds to be provided should be shown.

Road districts do not pass resolutions; therefore, an Estimate of Maintenance Cost (Form BLR 14221) is signed by the county engineer and township highway commissioner for each road district. This is considered to be the appropriation of MFT funds for township general maintenance.

A separate MFT appropriation resolution will not be required, provided that the LPA budget ordinance contains the necessary information required by law and identifies that MFT funds are to be used.

14-2.03 Section Designation

For general guidance on MFT section numbers, see Section 2-4.

Use the following procedure to assign section numbers for general maintenance programs:

1. Year. Use the last two digits of the calendar year or fiscal year of the program.
2. Agency Sequence. For counties and municipalities, use 00000. For road districts, the first two digits would be the road district code number followed by three zeros.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE	OF
ITEM: Street & Systems Division Truck Purchase	DEPARTMENT: Public Works	
AGENDA SECTION:	PROJECT AMOUNT: <u>\$31,275.00 - Total</u> \$30,775.00 – Truck \$500.00 – License / Title / Misc.	
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: August 28, 2018	
<p>SUMMARY HIGHLIGHTS:</p> <p>This Agenda Item provides for the purchase of a replacement Ford F250 4x4 regular cab pickup truck in the PW Street & Systems Division. This vehicle will be small enough to serve as general transportation; carry tools, materials to small sidewalk and street repairs projects; yet be large enough to plow snow and tow equipment to job sites.</p> <p>The vehicle is offered through the Illinois State Bid Process, but also offered locally. The lowest responsive proposal was provided by the State Bid vendor Landmark Ford, in the amount of \$30,192.00, but applying Section 14-73 of the Village of Rantoul’s purchasing policy regarding “local vendor preference and priority in award”, Shields Auto Group pricing of \$30,775.00 is within the allotted two percent (2%) vendor preference.</p> <p>A \$500.00 contingency is requested to secure the municipal title, license and/or address any other miscellaneous expense.</p> <p>The vehicle to be replaced and rotated out is a 1994 Ford F150 pickup truck (#224) with 134,500 miles. It has served the Village well, but now both the engine and body are wearing down & out.</p> <p>This vehicle purchase was included in the 2018/19 budget.</p>		
<p>RECOMMENDED ACTION: Authorize the approval of the purchase of a new Street & System Division 2019 Ford 250 4X4 regular cab pickup truck from Shields Auto Group in the amount of \$30,775.00 and the disposal of a 1994 Ford F150 pick-up truck. A \$500.00 contingency is requested to secure the municipal title, license and/or address any other miscellaneous expense.</p>		
<p>DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. </p>	<p>VILLAGE ADMINISTRATOR: </p>	

Sec. 14-73. - Local vendor preference and priority in award.

For any purchase or contract work of \$5,000.00 or more under this article, the local vendor determined to have the highest priority among other local vendors, if any, shall have preference and shall be considered to be the lowest responsible bidder if each of the following conditions are met:

- (1) Any such local vendor is a responsible bidder; and
- (2) The bid of any such local vendor is not greater than the lowest responsible bidder by more than two percent or \$2,000.00, whichever is less.

In the event of a dispute about the application of the provisions of this section, the decision of the purchasing director for any purchase or contract work which the purchasing director is authorized to make shall be deemed final and the decision of the president and board of trustees for any purchase or contract work which the president and board of trustees are authorized to make shall be deemed final. The provisions of this section shall not be applicable, however, if any federal or state funding source prohibits any such application in connection with any such purchase or contract work under any applicable law, rule or regulation.

(Ord. No. 1547, § 28.2.15, 9-9-1997; Ord. No. 1830, § 1, 2-12-2002)



Shields Auto Mart
 Route 9 & Interstate 57, 580 John Street
 Paxton, Illinois 60957
 217-379-2393 • 1-800-243-2393 • FAX 217-379-4142

Shields Auto Center
 225 S. Meyers, Rantoul, IL 61866
 217-892-2155 • 1-800-373-4193 • FAX 217-892-4009

August 6, 2018

Village of Rantoul
 Attn: Mike Esslinger
 200 W. Grove Ave.
 Rantoul, IL 61866

Dear Mr. Esslinger,

Thank you for the opportunity to place a bid for a new 2019 Ford 4x4 Super Duty XL pickup truck in Oxford White. The truck will be equipped with the major standard equipment. Below is a breakdown of the options you have requested on this truck:

- 6.2L EFI V8 Engine (996)
- 6-Speed Automatic (44S)
- 3.73 Elocking Limited Slip Axle (X3E)
- LT245 BSW All Terrain 17 (TBM)
- 600A Preferred Equipment Pkg (XL Trim, Tow)
- Power Equipment Group 90L
- XL Value Pkg (Cruise, AM/FM/MP3, Sync) (96V)
- Extra Heavy Duty Alternator (67E)
- Tough Bed Spray-In Bedliner (85S)
- Integrated Brake Controller (52B)
- Snowplow/Camper Prep Pkg (Aux Springs & Rear Stabilizer, included in pkg) (47B)
- Running Boards (18B)
- Skid Plates (41P)
- 110V/400W Outlet (43C)
- Dual Batteries (86M)
- LED Roof Clearance Lights (592)
- Upfitter Switches (66S)
- Exterior Backup Alarm (76C)
- LED Warning Strobe Lights (91S)
- Daytime Running Lights (942)
- Rearview Camera

Below is a breakdown on the pricing for each different model, which will be equipped the same (see above). Please add Municipal license and title fees to the sale price:

F250 4x4 Super Duty Regular Cab (F2B)	\$ 29,561 ✓ sub total
F250 4x4 Super Duty Crew Cab (W2B)	\$ 32,971
F350 4x4 Super Duty Regular Cab (F3B)	\$ 32,208*
F350 4x4 Super Duty Crew Cab (W3B)	\$ 36,018*

* This price includes Integrated Brake Controller (52B). The quote that we were provided did not include this as an option on the F350 models. We can remove this option if it is not needed, cost is \$249.

www.shieldsautogroup.com





Shields Auto Mart
 Route 9 & Interstate 57, 580 John Street
 Paxton, Illinois 60957
 217-379-2393 • 1-800-243-2393 • FAX 217-379-4142

Shields Auto Center
 225 S. Meyers, Rantoul, IL 61866
 217-892-2155 • 1-800-373-4193 • FAX 217-892-4009

Below is the pricing for the miscellaneous options/equipment you can add to the truck:

Undercoating	\$ 249
Additional Key, no Remote	\$ 50
Additional Key Fob/Remote	\$ 175
Aluminum Tool Box	\$ 790
Boss 9.2ft DXT V-Plow with SL3 LED Ice Shield Lights	\$ 7495

Once again, I would like to thank you for the opportunity. Please let me know how I can be of further assistance.

Sincerely,

Rick Shields
 General Manager

Subtotal \$1,214

Total = \$30,775

www.shieldsautogroup.com



Regular Cab

Quote

Landmark Ford Inc.
You Always Do Better At Landmark

DATE: July 12, 2018

2401 Prairie Crossing Drive
Springfield, IL. 62711
Phone: 217 862 5253
Fax: 217 862 5316

Quote For: Village of rantoul

2019 Ford F-250 state contract # 4018300	\$	20,940.00
4x4 option		2,453.00
Limited slip axle		359.00
Snowplow prep package		79.00
Exterior Back-up Alarm		140.00
Intergrated Brake controller		249.00
Power equipment group		915.00
Daytime running lights		45.00
Cab steps regular cab		320.00
Extra Heavy Altenator		85.00
AM/FM Stereo CD with sync system		550.00
Spray-in bed liner		595.00
Upfitter switches		165.00
Rear View camera		370.00
XL Value Package/cruise control/crome bumpers/4.2 center stack screen		720.00
Rustproof/undercoat		389.00
	Sub total	28,374.00
	OTHER	
	TOTAL	

Make all checks payable to Landmark Ford Inc. If you have any questions concerning this quote, contact Steve Decker Ph 217 862 -5253 e-mail steve.decker@landmarkauto.com

THANK YOU FOR YOUR BUSINESS







F RNODI

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

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

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

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

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

ITEM: Second Amendment to the Sales Agreement for 735, 801 & 909 Pacesetter Drive (Hangars 1, 2 & 3) and 1 Aviation Center Drive	DEPARTMENT: Public Works - Airport
AGENDA SECTION:	AMOUNT: \$12,129.18
ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: July 31, 2018

SUMMARY HIGHLIGHTS:

This Agenda item provides for an amendment to the sales agreement for the properties at 735, 801 & 909 Pacesetter Drive (Hangars 1, 2 & 3) and 1 Aviation Center Drive (Building 20). The purchaser, Mr. John Van der Velde, has requested a timeline extension for funding the escrow account and completing his due diligence from September 9, 2018 to September 25, 2018 and to receive a proration of the rent in the amount of \$12,129.18. The attached Coldwell Banker letter outlines the background and parameters of these requests.

The extension of the timeline will also provide additional time to complete the Federal Aviation Administration (FAA) release process.

RECOMMENDED ACTION: Authorize the approval of the Second Amendment to the Sales Agreement to extend both the due diligence period and the timeline to fund the escrow account from September 9, 2018 to September 25, 2018, and authorize a proration of rent in the amount of \$12,129.18.

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

AGENDA PAGE NUMBER: 1



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

August 1, 2018

Eric Vence
Via email: EVences@village.rantoul.il.us

Re: Second Amendment to PSA

Dear Eric:

Upon a conversation with the buyer of 1 Aviation Dr., Hangar 1, Hangar 2, and Hangar 3, they have requested the following to be amended in the Second Amendment to PSA:

- Section 1.3 Due Diligence
 - o Subsection a
 - The buyer would like this date to be concurrent with section 1.3 (d) (to be amended below)
 - o Subsection d
 - The buyer would like to change the date at which the funding of the escrow to be September 25th, 2018. This comes after speaking with their bank.
- Section 3.2 Proration of Rents
 - o The buyer has requested that an additional payment of rent be wired to them upon the agreeance and execution of the amendment. This payment would be for July at a total of \$12,129.18 and bring the total amount of prepaid rent to \$24,258.36.
 - This would be under the same terms and conditions as before in which would be refunded if the buyer is unable to close or be credited back to seller at the time of close.
- **As of July 23, 2018 in a conversation with the buyer of the property, if the amendment is not voted on and approved, they intend to walk away from the project and cancel the contract.**

If you could please present this to the board for their review and vote, that would be greatly appreciated. If you have any additional questions, please let me know.

Respectfully,

A handwritten signature in dark ink, appearing to read 'J. Vence', written in a cursive style.

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

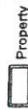
AGENDA ITEM

PAGE 1 OF

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

Village of Rantoul

Hangar Plat



Property

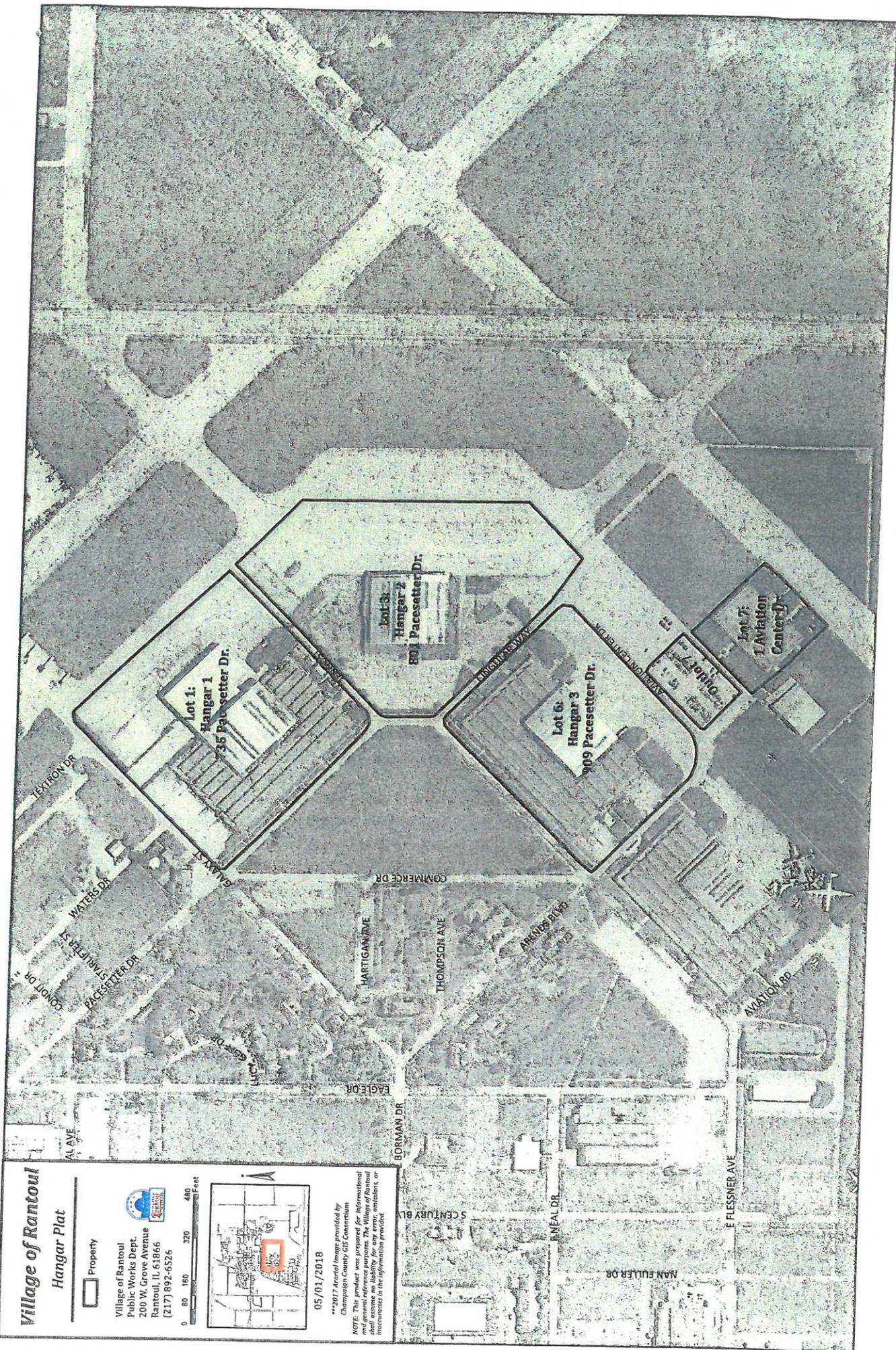
Village of Rantoul
Public Works Dept.
200 W. Grove Avenue
Rantoul, IL 61866
(217) 892-6526



05/01/2018

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

NOTE: This product was prepared for informational
and general reference purposes. The Village of Rantoul
does not warrant the accuracy, completeness, or
timeliness of the information provided.



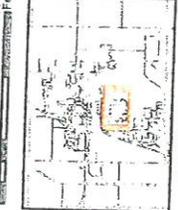
**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

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

Village of Rantoul Airport Plat



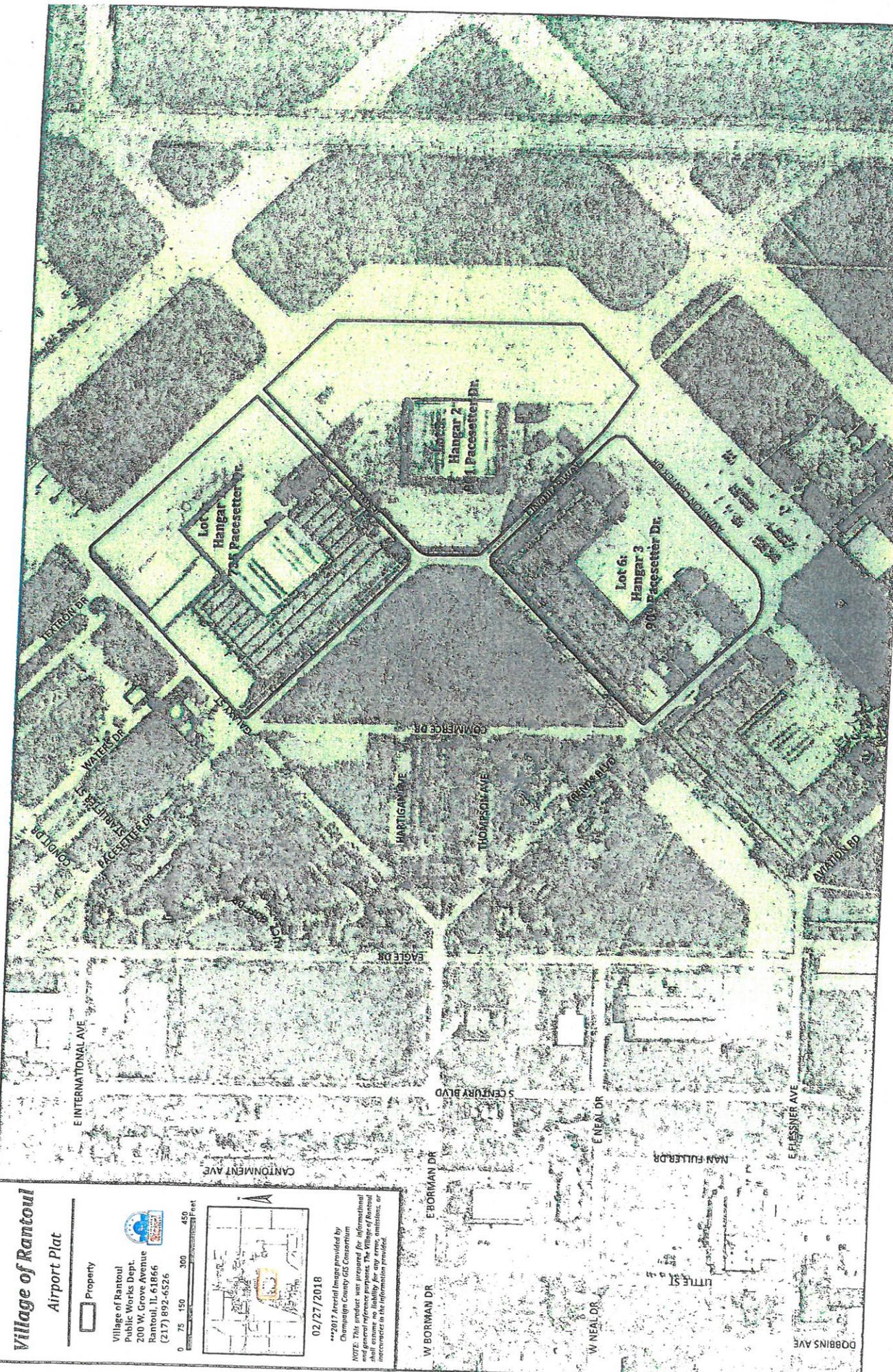

 Village of Rantoul
 Public Works Dept.
 200 W. Grove Avenue
 Rantoul, IL 61866
 (217) 892-6526



02/27/2018

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

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



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

THIRD

BY AND BETWEEN THE

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS,
AS SELLER

AND

JOHN VAN DER VELDE,
AS BUYER

DATED AS OF AUGUST 1, 2018

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

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

RECITALS

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

ARTICLE I
SALE AND PURCHASE

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

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

Section 1.3. Due Diligence.

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

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

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

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

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

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

FEBRUARY 28, 2019

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

ARTICLE II
TITLE MATTERS

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

Section 2.2. Exceptions to Title.

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

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

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

Section 2.3. Special Warranty Deed; Other Deliveries.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV DEFAULT

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

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

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

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

ARTICLE V MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

With a copy to:
Kenneth N. Beth
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, IL 61820
Tel: (217) 359-6494
- (ii) In the case of Buyer, to:
John Van Der Velde
3230 Overland Avenue, #217
Los Angeles, CA 90034
Tel: (310) 202-1035

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

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

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

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

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

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

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

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

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY,
ILLINOIS, AS SELLER

By: Charles Smed
Village President

ATTEST:

By: Mike Godwin
Village Clerk

Date: 8/8/2018



JOHN VANDER VELDE, AS BUYER

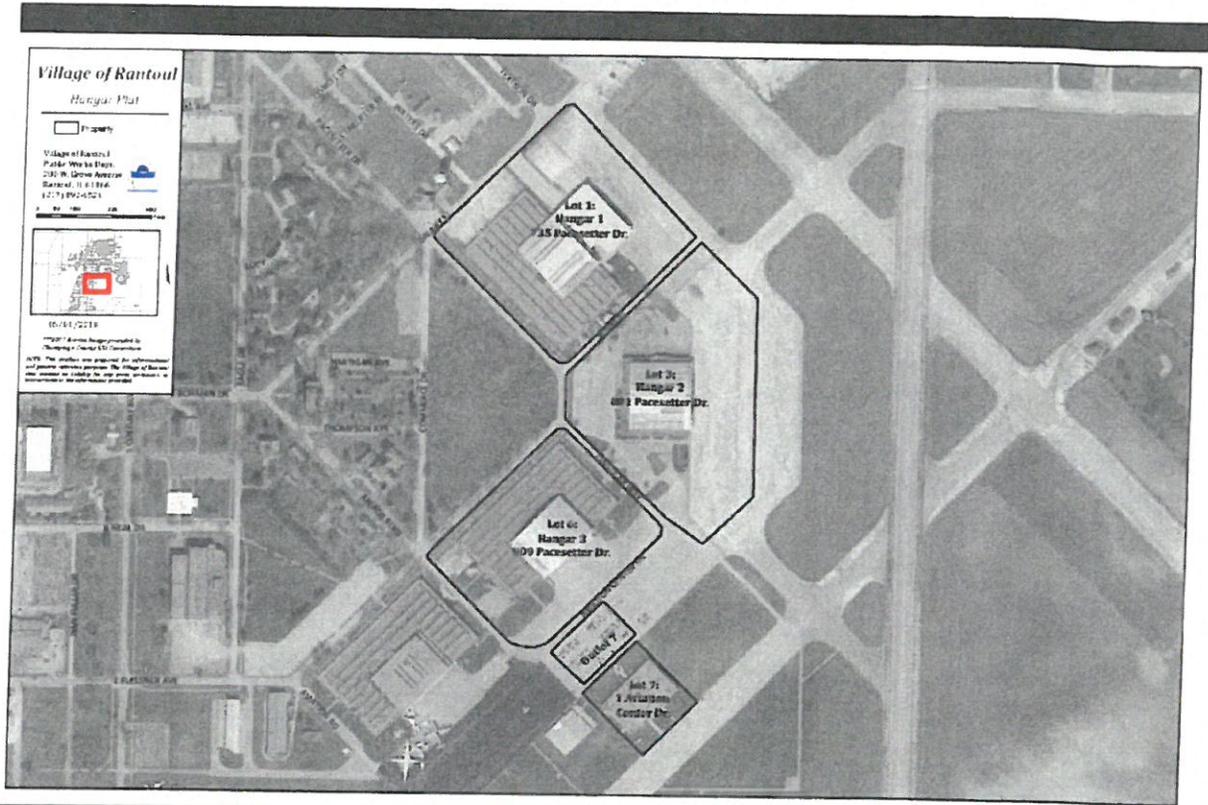
[Signature]

Date: July 25, 2018

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

EXHIBIT A

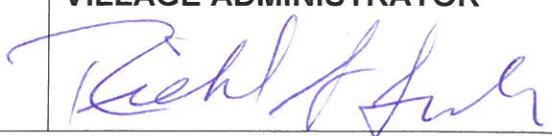
Depiction of the Premises



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE _____ OF _____

ITEM: Amendment to intergovernmental agreement with Rantoul Township High School in connection with a School Resource Officer	DEPARTMENT: Police
AGENDA SECTION:	AMOUNT: \$0
ATTACHMENTS: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents	DATE: September 4, 2018
SUMMARY HIGHLIGHTS:	
<p>The Village of Rantoul entered into an intergovernmental agreement with Rantoul Township High School on May 8, 2012 (Resolution Number 5-12-1120) in connection with a School Resource Officer. The original agreement was updated in August 2018 to reflect the following changes:</p> <ul style="list-style-type: none"> • On-site times for the school resource officer of 7:30am to 3:20pm • Designated contact person for the school resource officer is the principal of schools. <p>The Rantoul High School Board of Education approved the amended agreement at their August 2018 board meeting.</p>	
RECOMMENDED ACTION: <i>Approval</i>	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR 

**AMENDED
SCHOOL RESOURCE OFFICER
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF RANTOUL
AND RANTOUL TOWNSHIP HIGH SCHOOL DISTRICT NO. 193**

This Agreement is made and entered into this 13th day of August, 2018 by and between the Board of Education (hereinafter called the "**BOE**") of Rantoul Township High School District No. 193 (hereinafter called "**RTHS**") and the Village of Rantoul (hereinafter called the "**Village**").

WITNESSETH:

WHEREAS, RTHS desires to contract with the Village for School Resource Officer services to provide for the safety and protection of the students, faculty, staff, and others at RTHS, and ,

WHEREAS, the Village, by and through its police department (hereinafter called "**RPD**"), desires to assist in the effort by providing the hereinafter described SRO services upon RTHS property;

WHEREAS RTHS and the Village are authorized and empowered to contract with each other under the provisions of Article VII, Section 10 of the Constitution of the State of Illinois and pursuant to the Intergovernmental Cooperation Act 5, ILCS 220/1, et seq., and RTHS and the Village wish to enter this Agreement pursuant to the authority conferred upon them hereunder

NOW, THEREFORE, the Village and RTHS agree as follows;

1. School Resource Officer Services Provided by the Village. Subject to approval by RTHS, the Village shall assign one (1) Rantoul police officer as a School Resource Officer (hereinafter called "**SRO**") to perform duties as determined and requested by RTHS pursuant to this Agreement including:
 - Develop expertise in presenting various subjects (particularly in meeting federal and state mandates in drug abuse prevention education) and provide presentations at the request of the school personnel in accordance with the established curriculum
 - Abide by school board policies and consult with and coordinate activities through the school administration
 - Encourage and facilitate individual and small group discussions about law enforcement related matters with students, faculty, and parents
 - Attend meetings to solicit parent and faculty support and understanding of the School Resource Officer program and to promote awareness of law enforcement functions
 - Be familiar with community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and make referrals when appropriate
 - Collaborate with the District administration to develop and implement plans and strategies to prevent and/or minimize dangerous situations on or near school property or

involving students at school-related activities

- Coordinate with the administration and be responsible for law enforcement and security activities pertaining to RTHS facilities pursuant to this Agreement
- Formulate and provide educational crime prevention programs to reduce the potential crimes against persons and property in the schools
- Act as a resource to the administrators in investigating violations related to the school community
- Serve as a positive role model to improve the image of law enforcement officers in the eyes of the students and the community
- Counsel students in special situations, such as students suspected of engaging in criminal misconduct, and answer questions that students may have about criminal or juvenile law
- SRO shall provide written incident/activity documentation to the RTHS Principal in form content and duration reasonably requested by the RTHS Principal

2. Selection and Assignment.

- The parties acknowledge that the SRO shall be a full-time regular police officer of RPD with the training and certifications necessary to serve in such capacity, and that a single employee of Village satisfying these criteria shall perform all of the SRO duties required by this Agreement. The SRO shall at all times relevant to this Agreement, remain an employee of Village and shall be subject to terms and conditions of employment established by the Village. It is the express intent of the parties that nothing contained herein shall be deemed to create an employer-employee relationship between RTHS and the Village or between RTHS and the SRO it being the express intent of the parties instead that Village and RTHS shall be contracting as independent parties. The SRO shall at all times remain under the principal supervision of the Police Chief (or his/her designee) of RPD and in the event of any conflict between the directions issued by the RPD Police Chief and a RTHS representative, the directions issued by the Police Chief or his/her designee shall always prevail. Only the Village and RPD may discipline the SRO.
- Notwithstanding the foregoing, both parties shall collaborate in the selection of the SRO, including replacements in the event of resignations, retirements, or other personnel changes and both parties may terminate this Agreement in the event a particular SRO suitable to it cannot be jointly identified. In the event such collaborative efforts fail to result in the identification and selection of an SRO acceptable to both parties, this Agreement shall be deemed null and void and of no further force and effect with respect to future activities hereunder. Either party may request the assignment of a different SRO for good cause, violations of applicable rules or regulations, or when otherwise in the best interests of RTHS, its faculty, staff or students, or those of RPD or the Village. Absent circumstances requiring immediate action, contemplated personnel transitions should be timed so as to be ready for approval in the month of March. In the event of a

transition in which the successor is in need of the training and certifications necessary to serve as an SRO, such training should ideally take place during the summer recess between academic years.

- In addition to compliance with the requirements set forth in Section 2.a. the SRO shall satisfy the following requirements and/or maintain the following certifications:
 - i. SRO Certification
 - ii. Juvenile Police Officer (JPO) Certification
 - iii. Commitment, flexibility and ability to work in a school setting and on a school schedule
 - iv. Ability to work effectively with young adults, and,
 - v. A minimum of 4 years of experience as a Rantoul Police Officer shall be preferred

3. Schedule, Working Hours, Employment Terms.

- a. The SRO shall be assigned by Village to RTHS on days when RTHS is in normal session and the SRO shall follow a standard daily schedule and be on-site at RTHS from 7:30 am; to 3:20 pm; on those days. In the event RTHS'S administration requests the SRO's attendance at extracurricular activities or events occurring beyond the standard daily schedule and the SRO consents to attendance at a particular Extracurricular Event, it is the parties' understanding that the time spent by the SRO to attend the Extracurricular Event may be deducted from the SRO's standard daily schedules for the week in question so that no overtime charges are incurred.
- b. The SRO shall annually start the standard daily schedule governed by this Agreement adhering to the annual teacher schedule, which is typically 36 weeks in duration. During the RTHS summer break, the SRO to be assigned to RTHS for the upcoming school year shall participate in two weeks of training related to School Resource Officer duties, which training may include attendance at the NASRO conference, the IJOA conference, or other similar training programs. The total duration of the annual SRO contract schedule shall, therefore, consist of 38 total calendar weeks.
- c. Notwithstanding the foregoing the parties recognize that -a portion of the SRO's duties under such assignment may necessarily be required to be performed at locations other than the school district, such as the police department juvenile detention center, county jail courthouse and the community of which RTHS is a part. RTHS agrees that the SRO as part of the duties of such assignment may from time to time attend local and area meetings with other School Resource Officers, juvenile officers, probation officers, and other such juvenile justice personnel. Furthermore RTHS agrees that the SRO as part of the duties of assignment to RTHS may from time to time attend law enforcement training and conferences relevant to school safety and security, juvenile justice and intervention, substance abuse prevention and/or the duties of officers assigned to schools as resource or liaison officers. RPD and the Village agree to assume responsibility for all

fees and expenses of such training or conferences with the exceptions of any school system sponsored training or conferences that RTHS may determine appropriate for the SRO to attend. RPD and the Village stipulate that any absences by the SRO to attend training not related to matters of school safety and security juvenile justice and intervention, substance abuse prevention, or the duties of officers assigned to schools will result in a pro rata adjustment to compensation paid by RTHS to the Village under the terms of this agreement.

- d. The SRO shall at all times remain solely an employee of the Village, and shall not be deemed an employee of RTHS. The Village shall be responsible for the compensation (including any overtime payments) of the SRO and all benefits, pension contributions, and other terms and conditions of employment, The SRO shall at all times remain part of Rantoul Police Department ("RPD"), and subject to RPD's chain of command and RPD's rules, regulations, policies, and operating procedures.
 - e. In the event of illness requiring sick leave, the SRO will notify both RTHS and RPD as early as possible. The parties agree that occasional sick days are to be expected and shall not cause a modification to the payment provisions of this Agreement while extended absences should result in a pro rata adjustment to the compensation paid by RTHS to the Village under the terms of this Agreement. In the event of injury sustained by the SRO both parties should be notified, particularly if the injury is work-related. Should the SRO for reasons or illness or injury become medically restricted to working in a limited or "light-duty" capacity both RTHS and RPD should be apprised of the specific limitations.
 - f. The SRO shall not schedule personal vacation during the regular school attendance term without prior approval of the RTHS Principal.
4. Official Duties, School Records, Non-Disclosure. The Village and RTHS recognize that the Family Educational Rights and Privacy Act. 20 U.S.C. 1232g, et. seq. ("FERPA") and the Illinois School Student Records Act 105 ILCS 10 et. seq. ("ISSRA") imposes substantial limitations upon the circumstances under which student record information may be disclosed to persons who are not the student's parents/guardians or employees of RTHS. This Agreement shall be construed only so as to permit lawful disclosure by RTHS of student record information to police officers assigned to RTHS by RPD. In accordance with ISSRA, the SRO will be trained and certified as an Illinois Police Juvenile Officer whose assignment and official duty as SRO includes the investigation and disposition of crimes and offenses that may have been committed by juvenile offenders, The SRO shall abide by all applicable laws regulations and rules concerning restrictions on disclosure and re-disclosure of student record information pursuant to ISSRA and FERPA, and RPD shall not violate nor direct the SRO to violate ISSRA, FERPA or RTHS rules regarding disclosure and re-disclosure. In addition to the rules regulations policies and operating procedures of RPD and the Village, the SRO RPD and the Village shall abide by the applicable rules regulations policies and procedures of RTHS regarding disclosure of school Student record information pursuant to the Family Educational Right to Privacy Act (FERPA) and the Illinois School Student Records Act (ISSRA), expressly including Reciprocal Reporting guidelines established pursuant to 105 ILCS 5/10-20.14.

5. Enforcement of Laws, Ordinance, Rules, and Regulations. RTHS and the Village acknowledge that all local state and federal laws and ordinances are enforceable upon the property of the RTHS. In addition RTHS hereby requests RPD to enforce the rules and regulations of RTHS pertaining to unauthorized visitors and unauthorized parking of vehicles upon RTHS property as well as those that relate to the safety and security of RTHS students, faculty, staff, and property. Notwithstanding the foregoing, the SRO shall not be authorized to discipline any RTHS student.
6. Indemnification. The Village agrees to indemnify, defend and hold harmless RTHS and any of its officers, employees or agents from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) in any manner resulting from or arising out of any negligent or willful act or omission of the SRO or any breach of the Village's obligations under this Agreement. RTHS agrees to indemnify, defend and hold harmless the Village and any of its officers, employees and agents from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) in any manner resulting from or arising out of any negligent or willful act or omission of any of its employees or any breach of RTHS's obligations under this agreement.
7. Public Safety Emergencies, Manpower Shortages. In the event of an emergency or other event, including manpower shortages, RPD reserves the right to temporarily redeploy the SRO to locations other than RTHS and agrees to return the officer to SRO duties as soon as circumstances and manpower needs permit.
8. Office, Files, Telephone, Equipment, Vehicle. RTHS agrees to provide an office to be used by the SRO, together with access to telephone, fax, internet, and other ordinary office needs, including locking file cabinets or drawers so as to meet the statutory requirements for securing juvenile records. Routine and extraordinary maintenance of such office shall be provided by personnel of RTHS at such times as are acceptable to RTHS and RPD. RTHS further agrees to provide a computer and related information technology equipment as systems compatibility may allow. RPD and the Village shall furnish the SRO with all police equipment, including vehicle.
9. Term of Agreement, Renewal, or Cancellation. This Agreement shall become effective upon approval by both the RTHS Board of Education and the Rantoul Village Board, commencing with the 2010-2011 school year and renewing annually for subsequent school years unless cancelled by either party. Both parties retain the right to cancel the renewal of this agreement for the next school year, provided that written notice of such cancellation is submitted to the other party no less than sixty (60) days before the end of the current school year.
10. Compensation: Reimbursement to the Village. RTHS agrees to pay the Village an amount contained in the "Annual Wage Benefits/Fees" rate identified as Exhibit A. Compensation for the remaining years will be similarly determined, subject to approval of both parties, and the Village shall, during the month of February, provide RTHS with revisions to Exhibit A projecting such costs, expenses, and fees for the forthcoming school year. The Village will submit an invoice to RTHS semi-annually, on September 1 and March 1. Payment to the Village will be made upon receipt of invoice as approved by the BOE.
 - a. At its cost and expense, Village shall provide SRO with Police Car, Uniforms, and Standard Duty Gear.

11. Notices. Any notices required pursuant to the terms of this Agreement shall be served personally or shall be sent by certified United States mail, return receipt requested to the principal place of business of each of the parties hereto as specified below and shall be deemed to be made on the date of said receipt:

Village: Administrator
Village of Rantoul
333 S. Tanner
Rantoul, IL 61866

RTHS: Superintendent
Rantoul Township High School District No. 193
200 S. Sheldon Street
Rantoul, IL 61866

12. Contact Persons. RTHS designated the Principal of Schools as the contact person for the SRO providing services under this Agreement; said contact person shall make him- or herself readily available and accessible to the SRO. In the event the RTHS contact person is unavailable or it is impractical to communicate with said person, then the SRO may contact and communicate with any RTHS Principal or administrative staff member with a subsequent contact to be made with the Superintendent as soon thereafter as reasonably practical. The contact person for the Village shall be its Administrative Officer, and the contact person for RPD shall be the School Resource Officer or, as circumstances may require, the Chief of Police or Administrative Lieutenant.
13. Entire Contract. This Agreement constitutes the entire agreement between the parties.
14. Amendment. Any amendments to this Agreement shall be in writing and approved by the respective governing boards of each party and executed by a duly authorized representative of each party.
15. Applicable Law. This Agreement is made and entered into in the Village of Rantoul and any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of Illinois. The parties agree to comply with all laws, statutes, regulations, and local rules relating to the premises of this Agreement.
16. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement or any other persons other than the Village and RTHS and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either the Village or RTHS, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or RTHS. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

17. Certification. The signatories hereof, by execution of this Agreement, hereby certify that this Agreement has been presented to their respective governing boards and approved in its entirety and that execution of this Agreement has been authorized by said governing boards.

Rantoul Township High School District 193

By: SA

Superintendent

Village of Rantoul, Illinois

By: _____

Mayor

