



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

June 11, 2019

6:00 pm

1. Call to Order – Mayor Pro Tem Hank Gamel
Invocation – Rev. Albert Bennett, Bible Baptist Church
Pledge of Allegiance
Roll Call
2. Approval of Agenda
3. Public Participation
Citizens wishing to address the Village Board with respect to any item of business listed on the agenda or any matter not appearing on the agenda are asked to sign in with the Village Clerk prior to the meeting. Comments will be limited to three minutes for each speaker.

Section A – Consent Agenda

4. Approval of Consent Agenda by Omnibus Vote
All items under the Consent Agenda are considered to be routine in nature and will be enacted by a single motion and subsequent roll call vote. There will be no separate discussion of these items unless a Village Board member so requests, in which event the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.
 - A) Minutes from the Special Board Meeting, [May 7, 2019](#)
 - B) Minutes from the Regular Study Session, [May 7, 2019](#)
 - C) Minutes from Regular Board Meeting, [May 14, 2019](#)

Note: All minutes are drafts until approved at the June 11, 2019 Board Meeting. The Village is required to post the approved minutes on their web site within 30 days of approval.

5. Approval of Any Items Removed from Consent Agenda
6. Motion to approve Bills and Monthly Financial Reports

Section B – Consideration of Bids, Contracts & Other Expenditures

7. Motion to approve [lease](#) with CDS Office Technologies - \$1,939.42 monthly
8. Motion to authorize and approve a contract with Collins & Hermann, Inc. for the [Wildlife Deterrent Fence](#) (Phase 3) - \$350,379.17
9. Motion to authorize and approve an [Engineering Contract with BHMG](#) for electric utility system planning study – not-to-exceed \$49,400.00

10. Motion to authorize and approve an agreement with Parker Fabrication, Inc. for the [replacement of silencers](#) on Generators #10 and #11 in the East Substation - \$85,447.58
11. Motion to authorize and approve updated language to the Intergovernmental [Agreement](#) with Champaign County Geographic Information System Consortium
12. Motion to authorize and approve an Engineering Agreement with [Hutchison](#) Engineering for Phase 1 Engineering and grant application submittal on the North Maplewood Bike Path extension for the 2019 ITEP grant program - \$25,000.00

Section C – Consideration of Ordinances & Resolutions

13. Motion to pass [Ordinance No. 2610](#), AN ORDINANCE REVISING THE ANNUAL BUDGET
14. Motion to pass [Ordinance No. 2611](#), AN ORDINANCE AMENDING SECTION 3404.2.9.5.1 OF THE FIRE CODE AS ADOPTED BY SECTION 10-267 OF THE RANTOUL CODE
15. Motion to pass [Ordinance No. 2612](#), AN ORDINANCE SUPPLEMENTING AND AMENDING CHAPTERS 8, 20 AND 28 BY AMENDING SECTION 8-1 AND 8-95, ADDING A NEW SECTION 8-103 AND AMENDING SECTION 20-282 AND SECTIONS 28-33 (Animals-Hens)
16. Motion to pass [Ordinance No. 2613](#), AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS (1221 Enterprise Drive)
17. Motion to pass [Resolution No. 6-19-1284](#), A RESOLUTION AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT AND RELATED BY-LAWS IN CONNECTION WITH A LAND BANK AUTHORITY

Section D – New Business

Discussion of any items of new business not listed upon the formal agenda. No formal action will be taken on these items during this proceeding.

Section E – Public Announcements

18. Special Board Meeting at 6:00 pm June 25, 2019 to review the Utility Study Plan

Section F – Adjournment

19. Motion to Adjourn

**Rantoul Village Board of Trustees
Special Board Meeting
Louis B. Schelling Memorial Board Room
Rantoul Municipal Building
May 7, 2019**

A Special Board Meeting of the Board of Trustees of the Village of Rantoul was held at 5:45 P.M. Mayor Charles Smith called the proceeding to order.

Roll Call

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

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

The following representatives of Village Departments were also present: Scott Eisenhauer, Administrator; Luke Humphrey, Recreation Department; Ken Waters, Fire Chief; Tony Brown, Police Chief; Cynthia Rouse, Human Resource Director; Ken Turner, Community Development Director; Greg Hazel, Director of Public Works; Jake McCoy, Assistant Public Works Director and Elected Village Clerk Mike Graham.

Public Participation

NONE.

Recognition of Retiring Trustees

Mayor Smith asked Trustees Jennifer Fox and Chad Smith to come to the front. Mayor Smith thanked both Trustees for their years of service and presented them a plaque. Both Trustee Chad Smith and Trustee Jennifer Fox thanked the Village of Rantoul Staff.

Installation of New Village Trustees

Mike Graham, Village Clerk, administered the oath of office to the new Trustees elected on April 2, 2019. Trustees Hank Gamel, Gary Wilson, Sherry Johnson and Mark Wilkerson proceeded to take their seats.

Trustee Hall moved to Adjourn the meeting and Trustee Gamel seconded the motion.

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

Meeting Adjourned: 5:55 P.M.

Mike Graham
Village Clerk

Approved June 11, 2019

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 May 7, 2019 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 Study Session
May 7, 2019
6:00 P.M.

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

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

Roll Call

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

Mayor Smith, Trustees Hall, Gamel, Wilkerson, Wilson, Johnson, & Workman – 7.

The following representatives of Village Departments were also present: Scott Eisenhauer, Administrator; Pat Chamberlin, Comptroller; Tony Brown, Chief of Police; Ken Waters, Fire Chief; Luke Humphrey, Recreation Department Director; Cynthia Rouse, Human Resource Director; Greg Hazel, Director of Public Works; Jake McCoy Assistant Director of Public Works; Ken Turner, Community Development; Ken Beth, Village Attorney; Amanda Riess, Village Attorney and Mike Graham Clerk.

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

Public Participation

Chris Collins spoke about the flooding along Pinecrest Drive and his disgust about paying Eighty dollars per year in Drainage Tax.

Debra Sweat spoke about the University of Illinois project and the requirement that all Elected and Appointed Officials are required to take Open Meetings Act Training on the Illinois Attorney General’s website.

Jasmyne Boyce spoke about upcoming events in the Village of Rantoul which included the Downtown Farmer’s Market on Wednesday, May 22, 2019.

Wendell Golston spoke.

Items from the Mayor

- Appointment of Officers and [Department Heads](#).
- Appointment of [Committees](#).
- Resolution of TIF District No. 1.

Items from Trustees

“NONE”

Items from the Clerk

- Minutes from Regular Study Session, [March 5, 2019](#).
- Minutes from Public Hearing, [March 12, 2019](#).
- Minutes from Regular Board Meeting, [March 12, 2019](#).
- Minutes from Special Board Meeting, [March 26, 2019](#).
- Minutes from Regular Study Session, [April 2, 2019](#).
- Minutes from Special Board Meeting [April 4, 2019](#).
- Minutes from Regular Board Meeting [April 9, 2019](#).

Items from the Administrator

- Agenda planning – discussion of future Items.

“NOTE FROM RANTOUL VILLAGE CLERK, UNLESS OTHERWISE SPECIFIED BELOW ALL OF THE AGENDA ITEMS WILL BE TAKEN TO THE REGULAR VILLAGE BOARD MEETING, TUESDAY, May 14 , 2019.”

- Approval of Bills and Monthly Financial Reports.
- Additional [Engineering Services](#) for North Tanner Railroad Water Main Replacement - \$5000.00.
- [Change Order](#) for North Tanner Railroad Water Main Replacement - \$11,400.00.
- Purchase of 28 [Axon Body 2 Cameras for](#) the Police Department - \$21,447.00
- [Resolution](#) to accept [2019 OSLAD](#) grant in the amount of \$360,000.00.

Motion to enter into Closed Executive Session pursuant to 5 ILCS 120/2 (C) 2, to consider collective negotiating matters between the public body and its employee or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

AND

Motion to enter into Closed Executive 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.

Trustee Wilson moved to enter into Closed Executive Session and Trustee Johnson seconded the motion. The Clerk Called the Roll and the motion passed **6 – 0**. The Rantoul Village Board entered into Closed Executive Session at 6:48 P.M.

The Rantoul Village Board returned to Open Session at 7:34 P.M.

Adjournment

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

MEETING ADJOURNED AT 7:35 P.M

Mike Graham
Village Clerk

APPROVED June 11, 2019

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 May 7, 2019, as the same appears on the records of the Village now in my custody and keeping.

Mike Graham
Village Clerk

Regular Board Meeting

May 14, 2019

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 Paula Wallace, First United Methodist Church, Rantoul, Illinois, opening the meeting with a prayer. Following the invocation, Trustee Johnson 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, & Trustees, Hall, Gamel, Wilkerson, Wilson, Johnson and Workman - 7.

The following representatives of Village Departments were also present: Scott Eisenhauer, Administrator; Luke Humphrey, Recreation Department; Ken Waters, Fire Chief; Tony Brown, Police Chief; Cynthia Rouse, Human Resource Director; Ken Turner, Community Development Director; Greg Hazel, Director of Public Works; Jake McCoy, Assistant Public Works Director; Amanda Riess, Village Attorney; and Elected Village Clerk Mike Graham.

Approval of Agenda

Trustee Wilson moved to approve the agenda for the meeting. Trustee Wilkerson seconded the motion. The Clerk Called the Roll and the motion carried **6 - 0**.

[Proclamation](#) and recognition of National Clerk's Week – Mike Graham, Village Clerk and Janet Gray, Deputy Village Clerk.

Recognition of Angie Schultz, Accounting Manager – Government Finance [Officers Award](#).

Public Participation

Chris Collins apologized for his angry public participation on May 7, 2019.

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

Motion to approve the Consent Agenda. Trustee Johnson moved for approval and Trustee Workman seconded the motion.

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

Motion to authorize and approve additional [Engineering Services](#) contract with Burns & McDonnell for North Tanner Railroad Water Main Replacement - \$5,000.00. Trustee Hall moved for approval and Trustee Johnson seconded the motion.

Motion to authorize and approve [Change Order No. 1](#) with Cross Construction for North Tanner Railroad Water Main Replacement - \$11,400.00. Trustee Wilkerson moved for approval and Trustee Workman seconded the motion.

Motion to authorize and approve purchase two pad-mounted [transformers](#) and materials – not to exceed \$111,800.00. Trustee Gamel moved for approval and Trustee Hall seconded the motion

Motion to authorize and approve purchase of 29 [Axon Body 2 worn Cameras](#) and required accessories - \$21,447.00. Trustee Wilson moved for approval and Trustee Johnson seconded the motion.

Motion to pass [Resolution No.5-19-1282](#), A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE ILLINOIS FATERNAL ORDER OF POLICE LABOR COUNCIL (Patrol Unit). Trustee Wilkerson moved for approval and Trustee Gamel seconded the motion.

Motion to pass [Resolution No. 5-19-1293](#), A RESOLUTION AUTHORIZING AND APPROVING A GRANT AGREEMENT BETWEEN THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES AND THE VILLAGE OF RANTOUL (2019 OSLAD Grant). Trustee Wilson moved for approval and Trustee Workman seconded the motion.

Scott Eisenhauer, Administrator, Village of Rantoul then discussed the need for the extension of TIF District No. 1.

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

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

Meeting Adjourned: 6:27 P.M.

Mike Graham
Village Clerk

Approved June 11, 2019

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 May 14, 2019 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
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ITEM: Concurrence with Awarding a Construction Contract with Collins & Hermann Inc. for the Construction of the Wildlife Deterrent Fence (Phase 3) Project	DEPARTMENT: Public Works - Aviation
AGENDA SECTION:	AMOUNT: \$332,860.21 - IDOT (95%) <u>\$17,518.96 - Village (5%)</u> \$350,379.17 - Total
ATTACHMENTS: (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: June 5, 2019

SUMMARY HIGHLIGHTS:

This Agenda Item provides for the Village of Rantoul's concurrence and authorization in awarding a construction contract with Collins & Hermann Inc. (apparent low bidder) for the construction of the Wildlife Deterrent Fence (Phase 3) project. This fence will serve as a wildlife deterrent and fully secure the remainder of the airfield. This phase will be installed along the southwest corner of the airfield (near the campground) and behind the Fixed Base Operator (FBO) building. The Village is responsible for five percent (5%) of the project construction costs (\$17,518.96), while the remaining funds will be provided through the Illinois Department of Transportation Division of Aeronautics. IDOT has reviewed and provided initial approval of this agreement.

This work was identified as the next improvement from the Airport's 2016 submission in the long-range Transportation Improvement Program (TIP). Design services have been completed, the project advertised, and bids were received on April 26, 2019. Collins & Hermann Inc. provided the apparent low bid in the amount of \$350,379.17.

The Village will be responsible for five percent (5%) of the construction costs (\$17,518.96), and funds have been included in the FY19 Budget for this project. Work activities will begin later this summer and will be staged to minimize conflicts with critical airport users.

RECOMMENDED ACTION: Authorize the Village's concurrence in awarding a construction contract with Collins & Hermann Inc. in the amount of \$350,379.17 (Village share of \$17,518.96) for the Wildlife Deterrent Fence (Phase 3) project.

DEPARTMENT HEAD APPROVAL: Eric Vences <i>EV</i> G. Gregory Hazel, P.E. <i>GH</i>	VILLAGE ADMINISTRATOR: <i>Scott E. Schauer</i>
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AGENDA PAGE NUMBER:



Illinois Department of Transportation

Office of Intermodal Project Implementation / Division of Aeronautics
1 Langhorne Bond Drive / Springfield, Illinois 62707-8415

June 5, 2019

Mr. Eric Vences
Airport Manager
Rantoul National Aviation Center
6 Aviation Center Drive
Rantoul, IL 61866

Re: Item 05A – April 26, 2019 Letting
Rantoul National Aviation Center
Illinois Project Number TIP-4687
SBG Project Number 3-17-SBGP-139/144
Contract Number RA017

Dear Mr. Vences:

Enclosed for your information is one copy of the Contract Schedule of Unit Prices for the referenced project. We recommend and request your concurrence in awarding the contract to the low bidder, Collins & Hermann, Inc., in the amount of \$350,379.17 (Base Bid only).

Please sign and return this letter indicating your concurrence and authorization in awarding this project within 30 days.

This request is made subject to the contractor's compliance with all DBE, bonding, and other post-letting administrative requirements.

If you have any questions concerning this matter, please contact me at (217) 785-4884.

Sincerely,

A handwritten signature in blue ink that reads "Alan Mlacnik".

Alan Mlacnik, P.E.
Bureau Chief of Airport Engineering

Award Concurrence/Authorization

(Sponsor Signature and Title)

Enclosure (1)
jks for ADM

cc: Steven J. Long, P.E., Engineer of Design
Kristy Brod, P.E., Design Engineer
Stephen J. McLaughlin, P.E., Burns & McDonnell Engineering Co.
Greg Hazel, Village of Rantoul

ELMS012:DTGB2390:ELMR090
 05/08/19 13:29:38
 LETTING TYPE: AERONAUTICS
 RESPONSIBLE DISTRICT: 05

ILLINOIS DEPARTMENT OF TRANSPORTATION
 CONTRACT SCHEDULE OF AWARDED PRICES

PAGE 1
 LETTING DATE 04/26/2019
 LETTING ITEM NBR 005A
 CONTRACT NBR RA017

COUNTY NAME/CODE	SECTION	PROJECT NUMBER	ROUTE(S)	PAY ITEM NBR	PAY ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PAY ITEM AWARD PRICE
CHAMPAIGN /019	RANTOUL NATIONAL AVIATION CENT	317SBGPTBD-TIP /468/7		AR150520	MOBILIZATION	1.000	L.S.	42,453.7700	42,453.77
				AR151450	CLEARING AND GRUBBING	.500	ACRE	8,678.7100	4,339.36
				AR156510	SILT FENCE	1,728.000	L.F.	7.6600	13,236.48
				AR156520	INLET PROTECTION	2.000	EACH	433.9400	867.88
				AR162228	CLASS E MANUAL SLIDE GATE - 28'	4.000	EACH	8,905.2200	35,620.88
				AR162508	CLASS E FENCE 8'	796.000	L.F.	35.4500	28,218.20
				AR162605	CLASS E GATE-5'	6.000	EACH	529.5700	3,177.42
				AR162808	CLASS E FENCE 8' W/2' BURIED	3,140.000	L.F.	64.4700	202,435.80
				AR162900	REMOVE CLASS E FENCE	310.000	L.F.	17.6500	5,471.50
				AR162905	REMOVE GATE	2.000	EACH	706.0900	1,412.18
				AR901510	SEEDING	.500	ACRE	20,931.0100	10,465.51
				AR908510	MULCHING	.500	ACRE	5,360.3800	2,680.19
									CONTRACT TOTAL AWARD 350,379.17

*** END OF REPORT ***



Illinois Department of Transportation

Office of Intermodal Project Implementation / Division of Aeronautics
1 Langhorne Bond Drive / Springfield, Illinois 62707-8415

June 5, 2019

Collins & Hermann, Inc.
1215 Dunn Road
St. Louis, MO 63138

Re: Item 05A – April 26, 2019 Letting
Rantoul National Aviation Center
Illinois Project Number TIP-4687
SBG Project Number 3-17-SBGP-139/144
Contract Number RA017

Dear Contractor:

This office received bids on April 26, 2019 for the above referenced project. Your firm was read as the apparent low bidder.

It is our intent to award the contract subject to the review and acceptance of the bid for responsiveness, the release of state project funds, and other post-letting administrative requirements.

If you have any questions concerning this matter, please feel free to contact me at (217) 785-4884.

Sincerely,

A handwritten signature in blue ink that reads "Alan Mlacnik".

Alan Mlacnik, P.E.
Bureau Chief of Airport Engineering

jks for ADM

cc: Steven J. Long, P.E., Engineer of Design
Kristy Brod, P.E., Design Engineer
Stephen J. McLaughlin, P.E., Burns & McDonnell Engineering Co.
Eric Vences, Rantoul National Aviation Center
Greg Hazel, Village of Rantoul

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM	PAGE <u> </u> OF <u> </u>
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ITEM: Construction Engineering Services for the Airport Improvement - Construct a Wildlife Deterrent Fence (Phase 3)	DEPARTMENT: Public Works - Aviation
AGENDA SECTION:	AMOUNT: \$66,714.25 - IDOT (95%) \$ 3,511.27 - Village (5%) \$70,225.52 - Total
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: March 12, 2019

SUMMARY HIGHLIGHTS:

This Agenda Item provides for an engineering service agreement with Burns & McDonnell, Inc. (airport consultant: 2013-2018) to provide the construction engineering (CE) services for the phase 3 wildlife deterrent fencing project. This fence will serve as a wildlife deterrent and fully secure the remainder of the airfield and will be installed along the southwest corner of the airfield (near the campground) and behind the Fixed Base Operator (FBO) building. The Village is responsible for five percent (5%) of the project construction engineering service costs (\$3,511.27), while the remaining funds will be provided by the Illinois Department of Transportation Division of Aeronautics. IDOT has reviewed and provided initial approval of this agreement.

This work was identified as the next improvement from the Airport's 2016 submission in the long-range Transportation Improvement Program (TIP). Design services have been completed with construction to begin this spring/summer. The estimated cost of construction is \$608,100.00. The Village will be responsible for five percent (5%) of the construction costs (\$30,400.00), while the remaining funds will be provided by FFY-2017 Non-Primary Entitlement Funds (\$148,500.00), FFY-2017 Federal Non-Primary Discretionary Funds (\$398,800.00) and a State Match (\$30,400.00). The Village's component for construction services is \$3511.27 and is included in the FY2020 Budget.

This work will be staged to minimize conflicts with critical airport users.

RECOMMENDED ACTION: Authorize a construction engineering service agreement with Burns & McDonnell, Inc. in the not-to-exceed amount of \$70,225.52 (Village share of \$3,511.27) for the phase 3 wildlife deterrent fencing project.

DEPARTMENT HEAD APPROVAL: Eric Vences <i>EV</i> G. Gregory Hazel, P.E. <i>GH</i>	VILLAGE ADMINISTRATOR: Scott Eisenhauer
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AGENDA PAGE NUMBER:

ATTACHMENT C
CONSTRUCTION PHASE SERVICES
ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	\$16,760.00	(ATTACHMENT C-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	\$36,719.48	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	\$2,373.00	
Meals/Per Diem ^{2,3}	\$840.00	
Transportation ²	\$2,502.00	
Materials & Supplies	_____	
Printing	\$430.00	
CADD time ⁴	_____	
Other Costs (excluding outside services)	\$175.00	
4. <u>Fixed Payment</u> ⁵	\$8,205.04	
5. <u>Outside Services</u>	\$2,221.00	
Cost Plus Fixed Payment		
Total Amount Not to Exceed	\$70,225.52	✓

Estimated Number of Calendar Days: 40

Estimated Days of On-Site Resident Engineer Services: 30

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

03A
04-26-2019 LETTING

RA017
TOTAL SHEETS: 20

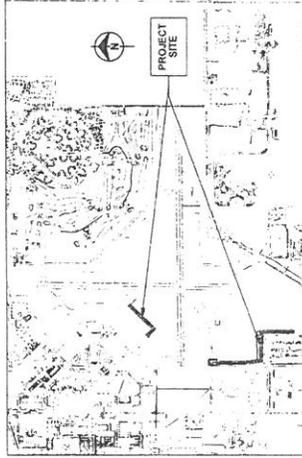
VILLAGE OF RANTOUL RANTOUL NATIONAL AVIATION CENTER

PHASE 3: CONSTRUCT WILDLIFE DETERRENT FENCE

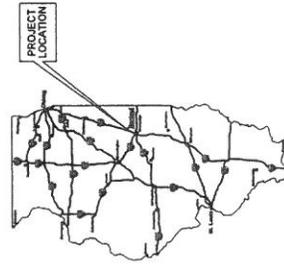
MARCH 1, 2019
BURNS & MCDONNELL
PROJECT: 108681
IL PROJECT NO. TIP-4687
SBG PROJECT 3-17-SBGP-139/144

RANTOUL AIRPORT	
TOWNSHIP: 21 NORTH RANGE: 9 EAST CHAMPAIGN COUNTY	RANTOUL TOWNSHIP SECTION: 11

333 SOUTH TANNER RANTOUL, IL 61866	
	
APPROVED BY	DATE: March 1, 2019



SITE MAP



LOCATION MAP

811 Know what's below. Call before you dig.

JULIE
JOINT UTILITY LOCATING LOCATIONS
www.julieonline.com

THE LOCATION, SIZE AND TYPE OF MATERIAL OF EXISTING UNDERGROUND UTILITIES INDICATED ON THE PLANS IS NOT REPRESENTED AS BEING ACCURATE UNLESS INDICATED OTHERWISE. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS AND CONNECTIONS TO UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. THE ENGINEER HAS OBTAINED INFORMATION FROM RESPECTIVE UTILITY COMPANIES DETAILED INFORMATION AND ASSURANCE RELATIVE TO THE LOCATION OF THEIR FACILITIES AND MATERIAL WHERE AVAILABLE. IN THE EVENT AN UNEXPECTED UTILITY INTERFERENCE IS ENCOUNTERED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE UTILITY COMPANY OF JURISDICTION AND THE ONE-CALL NOTICE SYSTEM. THE ENGINEER SHALL ALSO BE IMMEDIATELY NOTIFIED. ANY SUCH INTERFERENCE SHALL BE IMMEDIATELY STOPPED AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACT.

CALL JULIE FOR UTILITY INFORMATION AT 811.

no.	date	by	desc	description
D 022519	ARGI	SJM	100%	SUBMITTAL



 DRAWINGS: G-000 THRU CS-121
 SUBMITTED BY Stephen J. ... EXP. 11/20/19
 DATE: February 26, 2019

BURNS & MCDONNELL
 200 W. ADAMS ST. STE 2801
 CHICAGO, IL 60606
 PHONE (312) 232-0920
 LICENSEE NO. 184-001310

ORDINANCE NO. 2610

**AN ORDINANCE
REVISING THE ANNUAL BUDGET
VARIOUS FUNDS**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATION OF PUBLICATION

Published in pamphlet form the 11th day of June, 2019, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois

Village Clerk

**ORDINANCE NO.
AN ORDINANCE
REVISING THE ANNUAL BUDGET
VARIOUS FUNDS**

WHEREAS, the annual budget for the fiscal year beginning May 1, 2019, and ending April 30, 2020, (the “**Annual Budget**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) was duly adopted by the President and Board of Trustees (the “**Corporate Authorities**”) of the Village under and pursuant to Ordinance No. 2606, passed and approved at a regular meeting on March 26, 2019; and

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

WHEREAS, funds are available to effectuate such revisions.

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

Section 1. Revision(s) to Annual Budget. The Annual Budget, as heretofore supplemented and amended, is hereby further supplemented and amended in order to add to, delete, change or otherwise revised the Annual Budget by providing for such transfers between or among the funds or accounts so designated or for such authorized expenditures from the unappropriated balances or other additional revenues so designated, all as set forth in the form of the Budget Amendment documents (BA-FY-19-03), copies of which are attached hereto and hereby incorporated herein by this reference thereto.

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

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

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

PASSED this 4th day of June, 2019.

Village Clerk

APPROVED this 11th day of June, 2019.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Budget Amendment	DEPARTMENT: Community Development
AGENDA SECTION:	AMOUNT: Fund 277 - \$73,784 Fund 266 - \$13,021
ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: May 31, 2019
SUMMARY HIGHLIGHTS: The CDBG Program is requesting that the administrative costs from HUD fund #277 be revised to reflect the available funds in that program. This revision will reduce the encumbrance of the Rental Rehabilitation fund #266. The adjusted Rental Rehabilitation funds is now \$13,021.	
RECOMMENDED ACTION: Approve the budget amendments as identified above.	
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR:

MAY 2019 (FOR FY 2020)

Fund	Account		FY 19 Budget	New Amount	Difference
CD Administration	277-0370-450.10-10	Salaries	\$9,000	\$51,000	\$42,000
CD Administration	277-0370-450.20-10	Insurance	2,344	13,280	10,936
CD Administration	277-0370-450.20-20	Social Security	689	3,902	3,213
CD Administration	277-0370-450.20-30	IMRF	959	5,432	4,473
CD Administration	277-0370-450.20-50	Unemployment	29	170	141
			<u>\$13,021</u>	<u>\$73,784</u>	<u>\$60,763</u>

Fund	Account		FY 19 Budget	New Amount	Difference
Rental Rehab	266-0140-450.10-10	Salaries	\$51,000	\$9,000	(\$42,000)
Rental Rehab	266-0140-450.20-10	Insurance	13,280	2,344	(10,936)
Rental Rehab	266-0140-450.20-20	Social Security	3,902	689	(3,213)
Rental Rehab	266-0140-450.20-30	IMRF	5,432	959	(4,473)
Rental Rehab	266-0140-450.20-50	Unemployment	170	29	(141)
			<u>\$73,784</u>	<u>\$13,021</u>	<u>(\$60,763)</u>

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE OF 1 Of 1

ITEM: Recommendation of approval to update wording Ordinance 2557 (Animals-Hens), Sec.8-103, (g) (2)	DEPARTMENT: Building Safety
AGENDA SECTION:	AMOUNT: No Fee
ATTACHMENTS: (<input checked="" type="checkbox"/>) ORDINANCE # 2557 (<input type="checkbox"/>) RESOLUTION (<input type="checkbox"/>) OTHER (See Summary Highlights) (<input checked="" type="checkbox"/>) SUPPORTING DOCUMENTS	DATE: May 30, 2019
SUMMARY HIGHLIGHTS: Update the wording from: The current sections reads "All licenses pursuant to this section shall be valid until February 28, 2019 from the date of issuance". Requesting that wording be changed as follows: All licenses pursuant to this section shall be valid for one year from the date of issuance. Licenses may be automatically renewed for two successive periods of one year each if the licensee has been in compliance during the previous year. A new license will only be issued after the coop and run have been inspected and determined to meet all requirements specified herein. This schedule will coincide with the 3yr cycle for Rental Property Inspections.	
RECOMMENDED ACTION: Building Safety Staff recommend approval.	
SUBMITTED BY: Scott Morgan	VILLAGE ADMINISTRATOR: <i>Scott Eisenhower</i>

ORDINANCE NO. 2612

**AN ORDINANCE
SUPPLEMENTING AND AMENDING
CHAPTERS 8, 20 AND 28 BY AMENDING SECTION 8-1 AND 8-95, ADDING
A NEW SECTION 8-103 AND AMENDING SECTION 20-282 AND SECTION 28-23
(ANIMALS-HENS)**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 11th day of June, 2019, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. 2612

**AN ORDINANCE
SUPPLEMENTING AND AMENDING
CHAPTERS 8, 20 AND 28 BY AMENDING SECTION 8-1 AND 8-95, ADDING
A NEW SECTION 8-103 AND AMENDING SECTION 20-282 AND SECTION 28-23
(ANIMALS-HENS)**

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

Section 1. Adoption. Chapter 8, entitled “ANIMALS”, Chapter 20, entitled “OFFENSES AND MISCELLANEOUS PROVISIONS” and Chapter 28, entitled “SOLID WASTE”, of the Rantoul Code, as supplemented and amended, be and the same are hereby further supplemented and amended, by amending Section 8-1, entitled “Definitions”, by amending Section 8-95, entitled “Keeping of farm animals”, by adding a new Section 8-103 to be entitled “Hens”, by amending Section 20-282, entitled “Public nuisances” and by amending Section 28-23, entitled “Composting—Maximum size and location standards”, all as set forth in the titles, headings and texts thereof as attached hereto and hereby incorporated herein by this reference thereto.

Section 2. Number of Licenses; Fee. No more than 15 licenses shall be issued under Section 8-103(g) of the Rantoul code as adopted by this ordinance. The fee for a coop license under such Section 8-103(g) shall be \$20.00 per license.

Section 3. Effective Date. The provisions of this Ordinance shall become effective immediately following its passage, approval and publication as required by law.

Section 4. 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 5. 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 11th day of June, 2019.

Village Clerk

APPROVED this 11th day of June, 2019.

Village President

CHAPTER 8 - ANIMALS

Sec. 8-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal means any vertebrate species, other than any human being.

Animal Control Act means the Animal Control Act of the State of Illinois (510 ILCS 5/1 et seq.) as supplemented and amended.

Animal control officer means any person, whether employed directly by the village or provided under a contractual agreement or otherwise, who is authorized to investigate any matter regarding the enforcement of this chapter.

Animal shelter means the place designated and maintained by the village (including any agency or other entity operating any such place under contract with the village) to provide impoundment and animal shelter services.

At large means off the premises of the owner and not under control of a responsible person by means of a leash, or on the premises of the owner and not under restraint.

Cat means any member of the feline family.

Chicken means an individual animal of the species *Gallus gallus domesticus*.

Coop means a structure that is designed to house hens which is enclosed on all sides with a roof, door and windows. A mobile coop or 'chicken tractor' will be considered a chicken coop. Also referred to as 'coop'.

County animal control administrator means the person designated by the county board to administer the Animal Control Act.

Dangerous dog means any individual dog which, when either unmuzzled, unleashed, or unattended by its owner or other responsible person, in a vicious or terrorizing manner, approaches any person in an apparent attitude of attack upon any street, sidewalk or other public place, or upon any premises other than the premises of its owner.

Dog means any member of the canine family.

Dwelling unit, dwelling, single-family; dwelling, duplex. See Section 46-10, Definitions, of Chapter 46.

Farm animal means and includes, but is not limited to, any member (including any pygmy or miniature variety) of the bovine (cattle), equine (horse), swine (pig or hog), ovine (sheep) or caprine (goat) families, any poultry (any domesticated bird raised for show, eggs or meat, such as roosters, turkeys, geese or ducks) and any breeding rabbits.

Found means that the animal control director, any police officer or any animal control officer has conducted an investigation and made a declaration in writing that a dog is a dangerous dog or a vicious dog or that the hearing officer, upon appeal, has made a determination in writing in accordance with section 8-135.

Hearing officer means the administrative officer of the village, or any other nonlaw enforcement person designated for such purposes by the village president.

Hen means the female of the species *Gallus gallus domesticus* or chicken.

Leash means a cord, rope, strap or chain securely fastened to an animal by a collar or harness, and of sufficient strength to keep such animal under control.

Lot, zoning. See Section 46-10, Definitions, of Chapter 46.

Owner means any person who, either permanently or temporarily, has a right of ownership or any property interest in an animal, who keeps or harbors an animal, who has an animal in his care, who acts as the custodian of an animal, who exerts control over an animal, or who knowingly permits an animal to remain on or about any premises owned or occupied by any such person.

Rabies threat means that an animal has bitten a human being, has been reported to have bitten a human being or exhibits clinical signs of rabies.

Restraint means confined by means of a fence of sufficient height and security (which may be an electronic invisible fence system) to prevent an animal from leaving the area so encompassed, on a leash under the control of a responsible person, or on a leash securely fastened to an inanimate object and of a length which prevents such animal from leaving the premises of the owner.

Rooster means the male of the species *Gallus gallus domesticus* or chicken.

Run means an outdoor area that is enclosed on all vertical sides by fencing. The run must be attached to or must surround a chicken coop with a doorway or hatch that allows access into the space by chickens.

Vicious dog means any individual dog:

- (1) That when unprovoked inflicts bites or attacks any human being or any domestic animal on public or private property;
- (2) With a known propensity, tendency, or disposition to attack without provocation, to cause injury or to otherwise endanger the safety of any human being or any domestic animal;
- (3) That has as a trait or characteristic and a generally known reputation for viciousness, dangerousness or unprovoked attacks upon any human being or any domestic animal; or
- (4) That has been found a dangerous dog upon three or more separate occasions.

No dog shall be deemed a vicious dog solely because it is a professionally trained dog for law enforcement or guard duties, if it bites, attacks, or menaces any trespasser on the property of its owner or if it harms or menaces anyone who has tormented or abused it, and no dog shall be deemed a "vicious dog" solely because of its breed.

Yard, rear; yard, side; yard, front. See Section 46-10, Definitions, of Chapter 46.

* * * * *

Sec. 8-95. - Keeping of farm animals.

- (a) Except as otherwise permitted as an authorized use in Chapter 46 of this Code, it shall be unlawful and a violation of this section for any person to keep, harbor or allow to be kept any farm animal within the village. Hens shall be permitted according to the standards set forth in Section 8-103 of this Chapter.
- (b) Any farm animal prohibited in subsection (a) of this section that is discovered to be within the village may be impounded by any police officer or any animal control officer.

* * * * *

Sec. 8-103. - Hens.

- (a) Except as otherwise permitted as an authorized use in Chapter 46 of this Code, it shall be unlawful and a violation of this Section for any person to keep, harbor or allow to be kept a hen within the Village unless a license has been issued as set forth in this section.
- (b) The number of hens allowed shall be a maximum of six (6) hens per dwelling unit.
- (c) Roosters are prohibited within the Village.
- (d) Licenses will only be granted to persons who reside on parcels with single-family and two-family dwellings.
- (e) Care for hens shall include the following provisions:
 - (1) No hen shall be permitted to run at large. Hens shall be kept in a designated coop or run. Hens may be allowed to exercise with supervision in a rear yard enclosed within a 6 foot (6') or higher fence.
 - (i) If the coop and run are not within a fenced yard, hens must be kept within the coop and run at all times.

- [(ii)] Fences must meet the standards outlined in Section 46-134 of this Code.
- (2) Feed must be stored in a fully enclosed, rodent proof container.
- (f) Housing for hens must satisfy the following requirements:
 - (1) The chicken coop and run shall be located in the rear yard of the residential unit. The coop and run are allowed in the rear yard but not the side yard or front yard. On corner lots, the rear yard must be enclosed with a six-foot (6') or higher fence.
 - (2) The chicken coop and run shall be located at least five feet (5') from the property line and at least twenty feet (20') from any neighboring dwelling unit and is prohibited from being located on an easement.
 - (3) The coop must be built to provide ventilation, shade, protection from precipitation, protection from cold weather and to be secure from predators, wild birds and rodents.
 - (i) Openings in windows and doors must be covered by wire mesh or screens to deter predators.
 - (ii) Access doors must be sized and placed for ease of cleaning.
 - (iii) The enclosed run must be attached to the coop or must surround the coop. The sides of the run must be made of fencing or wire mesh that discourages predators.
 - (iv) The run must be enclosed on all sides, including the top or roof plane.
 - (4) The coop shall provide a minimum of four (4) square feet of floor area per hen. The run shall provide a minimum of eight (8) square feet of floor area per hen. Coops over one-hundred and twenty (120) square feet will require a building permit.
 - (5) The coop and run shall be kept in a clean, dry and sanitary condition at all times. Manure, uneaten and discarded feed, feathers and other waste must be removed from the zoning lot regularly and at a minimum of once per week.
 - (i) Odors from hens, manure or related substances shall not be detectable from adjacent property lines.
 - (ii) Manure must be stored and disposed of. Manure may be composted. All manure not composted must be removed from the zoning lot regularly and at a minimum of once per week.
- (g) No person shall maintain a coop without first obtaining a license from the Village. Licenses shall be issued when all conditions outlined in this section are met.
 - (1) The Village may deny a license to any person who:
 - (i) owes money to the Village; or
 - (ii) has, in the last three (3) years prior to application for a license under this section, been convicted or plead guilty to any violation of chapter 8 (animals), chapter 10 (property maintenance), chapter 20 (public nuisance and noise) or chapter 48 (zoning).
 - (2) All licenses pursuant to this section shall be valid for a period of three (3) years commencing as of May 1, 2019 and expiring on April 30, 2022. Such license may be automatically renewed for an additional consecutive period of three (3) years if the licensee is found to be in compliance with the provisions of this Section following an inspection. The fee for a license under this Section shall be in the amount determined from time-to-time by the village board.
 - (3) If the licensee is found to be in violation of Sections 8-48 - Cruelty to Animals, the license will be immediately and permanently revoked.
 - (4) As a condition to the issuance of a license, the licensee shall agree to authorize any duly authorized representative of the Village to enter upon the premises licensed hereunder to inspect the coop and the run to determine whether the provisions of this section have been or are in compliance with this section.
 - (5) Only one chicken coop license will be issued per zoning lot. A zoning lot consisting of multiple platted lots shall be considered one lot.

- (6) Coop licenses are non-transferrable.
- (h) Hens, coops and runs not maintained according to this section shall be deemed a public nuisance.

* * * * *

CHAPTER 20 – OFFENSES AND MISCELLANEOUS PROVISIONS

Sec. 20-282. - Public nuisances.

- (a) It shall be unlawful for any person to cause, permit or maintain the existence of any public nuisance.
- (b) As used in this article, a public nuisance shall mean and include any act, thing, occupation, condition or use of any private property which shall continue for such length of time as to endanger the health, safety, life or property of any person or any public property, or to cause any harm, substantial inconvenience, discomfort, damage, injury or blight to any person, any property or any public property, in any one or more of the following particulars:
 - (1) The accumulation on any private property of any municipal waste, landscape waste or any construction and demolition debris unless otherwise specifically permitted by this Code;
 - (2) The occurrence on any private property of vegetation, trees or shrubbery which may reasonably be expected to injure the life or health of any person, such as: jimson weed (*Datura stramonium L.*), poison hemlock (*Conium maculatum L.*), poison oak (*Rhus toxicodendron L.*), poison sumac (*Rhus vernix L.*) or poison ivy (*Rhus radicans L.*);
 - (3) The occurrence on any private property of vegetation defined as noxious plants in the Illinois Noxious Weed Law (505 ILCS 100/1 et seq.); Johnson grass and all perennial sorghums (*Sorghum halepense (L.) Pers.*), Canada thistle (*Cirsium arvense (L.) Scop.*), musk thistle (*Carduus nutans L.*), marijuana (*Cannabis sativa L.*), giant ragweed (*Ambrosia trifida L.*), and common ragweed (*Ambrosia artemisiifolia, L.*);
 - (4) The occurrence on any private property of vegetation, shrubbery or landscape waste which aids in the breeding or harboring of rats or other vermin, or insects which may reasonably be expected to injure or harm human life;
 - (5) The occurrence on any private property of vegetation, trees, shrubbery or landscape waste which hinders the expedient removal of municipal waste, construction and demolition debris or any other public nuisance abatement measure;
 - (6) The occurrence of vegetation on any private property in excess of eight inches in height, except the following:
 - a. Trees, shrubbery, vines and annual and perennial herbaceous ornamental plants that are maintained in such a manner so as to not be considered a nuisance as provided herein;
 - b. Edible vegetation that constitutes part of a managed crop or vegetable garden, provided such crop or vegetable garden is not considered a nuisance as provided herein;
 - c. Property zoned agriculture (AG) or conservation-recreation-education (CRE) as shown and designated on the official zoning map of the village, provided however, that the portions of such property exempted by this provision which are within 12 feet of the property line of any private property or of any public property must be maintained at a height of eight inches or less;
 - (7) The accumulation on any private property of any landscape waste that is intended and appropriate for on-site use in residential fireplaces or wood burning stoves unless such landscape waste is cut to appropriate dimensions and is stacked in a neat and organized manner in any area of such private property other than the front yard;
 - (8) The accumulation on any private property of animal feces under circumstances where:
 - a. The quantity of such feces constitutes a hazard to the life, health or safety of any person other than the owner of the animal depositing such feces; or

- b. The quantity interferes with the use or enjoyment of any adjacent property by means of odors, visual blight or the attraction of insects or other pests;
- (9) The accumulation on any private property of stagnant water in which mosquitoes, flies or other insects may multiply;
- (10) The escape from any private property of any soot, dust or other air borne particles in such quantities as to endanger human health or to cause injury to any property;
- (11) The use of any private property or thing which emits or causes any foul, offensive, nauseous, noxious or disagreeable odor or stench repulsive to the physical sense of any reasonable person of ordinary sensibilities or which affects the health of any person of ordinary well being.
- (12) Hens, coops or runs not maintained in accordance with Section 8-103 of this Code.

* * * * *

CHAPTER 28 – SOLID WASTE

Sec. 28-23. - Composting—Maximum size and location standards.

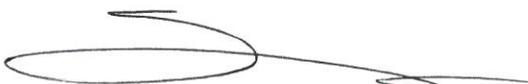
It shall be unlawful for any person, including for this purpose, any owner, agent, lessee, occupant or other person in control of any dwelling unit or of any commercial or industrial premises to cause, permit or allow a compost cell or pile to be maintained within the village in violation of the following standards:

- (1) The maximum size of any such compost cell or pile shall not exceed 125 cubic feet in volume and five feet in height. Any such compost cell or pile shall also be restrained on three sides to minimize blowing material, and any such side walls should allow aeration. Any such compost cell or pile shall further not:
 - a. Be located in a floodway;
 - b. Be setback less than three feet from any property line, unless such compost cell or pile is maintained jointly by two or more abutting property owners;
 - c. Be closer than 15 feet to any dwelling unit on abutting property;
 - d. Be located in any front yard; and
 - e. Be maintained so that runoff or leachate created as a result of any such compost cell or pile runs onto abutting property.
- (2) Only the following organic materials shall be allowed in any such compost cell or pile: dirt, sod, landscape waste in which any woody materials and garden wastes have been reduced in size to half an inch in diameter and 12 inches long, and cooked and uncooked fruits and vegetables; provided, however, that small amounts of wood ash or fertilizer may be added to provide nutrients.
- (3) The materials to be excluded from a compost cell or pile shall include, but are not limited to: construction or demolition debris, metal items, preservative-treated wood products, petroleum products (gasoline, crankcase oil, paints or solvents), pesticides or herbicides (except that which is already conveyed as part of the organic materials described in subsection (2) of this section above), fish or animal feces except hen manure when permitted by a coop license (Section 8-103), fish or animal carcasses, cooked meat scraps, human feces, paper, and plastic or cardboard items normally considered solid waste.

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

PAGE 1 OF 1

ITEM: Pontiac Flying LLC	DEPARTMENT: Building Safety Division
AGENDA SECTION: Planning & Zoning	AMOUNT:
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: May 16, 2019
SUMMARY HIGHLIGHTS: Pontiac Flying LLC is requesting that the Village allow for a 4000 gallon fuel dispensing tank be installed at the airport. This tank is needed to fuel a crop dusting air plane. The amended version of the ordinance would be to include airfield use when installing above-ground tanks. Below is the section of ordinance just adding (AIRFIELD) as an allowable zoning area for above-ground tanks: Add Section 3404.2.9.5.1 Locations where above-ground tanks are prohibited: The geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited is hereby specified to be any area other than an area zoned for industrial, commercial or (AIRFIELD) use under the Zoning Ordinance of the Village.	
RECOMMENDED ACTION: Pass Ordinance amendment	
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR: 

ORDINANCE NO. 2611

**AN ORDINANCE
AMENDING SECTION 3404.2.9.5.1 OF THE FIRE CODE
AS ADOPTED BY SECTION 10-267 OF THE RANTOUL CODE**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 11th day of June, 2019, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. 2611

**AN ORDINANCE
AMENDING SECTION 3404.2.9.5.1 OF THE FIRE CODE
AS ADOPTED BY SECTION 10-267 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 3404.2.9.5.1 of the Fire Code, entitled “Locations where above-ground tanks are prohibited”, as adopted by Section 10-267, entitled “Additions, amendments, insertions and deletions”, of Article VIII, entitled “FIRE CODE”, of Chapter 10, entitled “Buildings and Building Regulations”, of the Rantoul Code, as supplemented and amended, be and the same is hereby further 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 following its passage, approval and publication as required by law.

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

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 Trustees of the Village then holding office at a regular meeting on the date set forth below.

PASSED this 11th day of June, 2019.

Village Clerk

APPROVED this 11th day of June, 2019.

Village President

Sec. 10-267. - Additions, amendments, insertions and deletions.

The following sections of the Fire Code are hereby revised as follows:

* * * * *

ADD Section 3404.2.9.5.1 Locations where above-ground tanks are prohibited: The geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited is hereby specified to be any area other than an area zoned for industrial, commercial or airfield use under the Zoning Ordinance of the Village, provided, however, that if located in an area zoned for commercial use, including any use permitted in the C-4 Commercial/Industrial District, the capacity of any such above-ground tank shall be limited to a maximum capacity of 3,000 water gallons unless any such above-ground tank or tanks are used exclusively for the storage of a Class II liquid to provide fuel for back-up power generation, in which event a separate above-ground tank with maximum capacity of up to 3,000-water gallons shall be permitted for each back-up generator up to a maximum of six (6) generator(s).

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE _____ OF _____

ITEM: The Village of Rantoul is seeking the opportunity to merge its Land Bank with the Vermilion County Land Bank Authority	DEPARTMENT: Community Development
AGENDA SECTION:	AMOUNT: No cost
ATTACHMENTS: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents	DATE:
SUMMARY HIGHLIGHTS:	
<p>The Community Development Department is requesting a resolution that will allow the Village of Rantoul to join/merge its Land Bank with the Vermilion County Land Bank Authority (VCLBA).</p> <p>Vermilion County Land Bank Authority (VCLBA) has issued an invitation to The Village of Rantoul, and to other interested communities, the opportunity to join the VCLBA via an intergovernmental agreement. The execution of this agreement will result in a land bank serving both counties and leveraging the skills and talents of the VCLBA in service to all members. Joining the VCLBA fits in the Illinois Housing Development Authority's (IHDA) decree of forming regional Land Banks rather than stand-alone entities.</p>	
RECOMMENDED ACTION: Board approval allowing the Village of Rantoul to enter into an intergovernmental agreement that merges the Land Bank with the Vermilion County Land Bank Authority.	
DEPARTMENT HEAD APPROVAL Ken Turner 	VILLAGE ADMINISTRATOR 

RESOLUTION NO. 6-19-1284

**A RESOLUTION
AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT
AND RELATED BY-LAWS IN CONNECTION WITH A LAND BANK AUTHORITY**

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the “**Corporate Authorities**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) at which this Resolution is adopted, the form of a certain Intergovernmental Agreement and By-Laws—An Agreement to Establish the Land Bank Authority (the “**Agreement**”) by and among Vermilion County, Champaign County, and other neighboring counties and municipalities in Eastern Illinois (the “**Members**”).

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

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

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

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

PASSED this 11th day of June, 2019.

Village Clerk

APPROVED this 11th day of June, 2019.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
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ITEM: Engineering Agreement with BHMG for an electric utility system planning study	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: \$49,400.00 Not-to Exceed
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: May 20, 2019
SUMMARY HIGHLIGHTS: <p>This Agenda Item provides for the review and development of an electric utility system planning study to support future load growth and system expansion needs. While reviews have addressed specific areas, the development of a comprehensive system wide document is recommended.</p> <p>BHMG provides these type of engineering services for municipal electric utilities across the Illinois & Missouri regions and has provided a not-to-exceed proposal in the amount of \$49,400.00 to model, analyze, review and plan for the Village's future system needs.</p> <p>The information obtained will provide a long-term road map for electric system circuit loading (69kv transmission & at the distribution level), additional electric substations, substation breaker coordination, and opportunities to enhance reliability and system flexibility.</p>	
RECOMMENDED ACTION: Authorize the approval of an agreement with BHMG in the not-to-exceed amount of \$49,400.00 for the review and development of an electric utility system planning study to support future load growth and system expansion needs.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	



May 14, 2019

To: Greg Hazel
Director of Public Works
Village of Rantoul
200 W. Grove Ave.
Rantoul, IL 61866

Ref: System Planning Study for Village of Rantoul
Job Number - 1965

Dear Greg,

Thank you for coming to BHMGM for a system planning study to support the potential future load demand in Rantoul.

This proposal is based on the scope provided by you via conference call on 04/05/19. The purpose of this study is to analyze the Village's existing electric system, including transmission lines and substations, to determine areas of needed improvement and quantify the probable future needs of the electric system. This analysis will provide Rantoul with a roadmap to having adequate, reliable, and efficient electric service for existing and future customers.

This study will review the existing electric system to identify any deficiencies in sufficiency and/or reliability, with the present electric system configuration and capacity, and offer engineering recommendations for cost effective improvements. Additionally, the study will review planned growth areas for the same criteria.

Critical items that apply to this proposal are listed below:

- Project Management
- Create an ETAP Model for Transmission and Substation System
- Prepare a Full Report from System Planning Study & Recommendations for System Upgrades
- Two Site visits – One to gather data and One site visit to present the report.

This proposal is based on Rantoul providing BHMGM with an accurate system one-line, substation drawings, existing relay settings, load data, and any other system information needed.

The next page is a breakdown of hours and cost to provide our quality engineering and design services for the study.

BHMG appreciates this opportunity to provide the Village of Rantoul with these services. Should any questions arise, please contact me at your convenience.

With regards,
BHMG Engineers



Lukas Pirok, P.E.
Vice President

System Planning Study for Village of Rantoul

Proposal is based on the scope provided by Greg Hazel via conference call

Task	Hours	Estimated Cost
Project Management	45	\$7,410
ETAP Model	105	\$17,290
Full Report and System Planning	90	\$14,820
Site Visits	60	\$9,880
Totals	300	\$49,400

Requested not to exceed price \$49,400

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE	OF
ITEM: Replacement of the Silencers on Generators #10 & #11	DEPARTMENT: Public Works	
AGENDA SECTION:	AMOUNT: <u>\$85,447.58 Total</u> \$77,947.58 Parker Fabrication \$7,500.00 Contingency	
ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: May 20, 2019	
<p>SUMMARY HIGHLIGHTS:</p> <p>This Agenda Item provides for the replacement of the Silencers on the CAT quick-start Generators #10 and #11 in the East Substation. A Silencer serves as the generator's "muffler" reducing the noise and exhaust emissions produced when the generator is running. These particular Silencers are flaking & crumbling internally and are creating a blockage within the catalyst filters (installed in 2011 to reduce Nitrogen Oxide (NOx) emissions). Such air flow restrictions create excessive internal pressure buildup which can lead to severe engine damage.</p> <p>To address this situation, pricing was secured through the regional dealer (Parker Fabrication) to replace and install a new Silencer on the exterior of each container. The existing catalyst will be reused and the container properly plated and sealed. Pricing is in the amount of \$77,947.58 for the two (2) units. A contingency fund of \$7,500.00 is requested to address any unforeseen expenses related to this replacement.</p> <p>This project was included in the FY20 Budget.</p>		
<p>RECOMMENDED ACTION: Authorize the approval of an agreement with Parker Fabrication, Inc. in the amount of \$77,947.58 .00 for the replacement of the Silencers on Generators #10 and #11 in the East Substation. A contingency fund in the amount of \$7,500.00 is requested to address any unforeseen repair needs during this work.</p>		
<p>DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. </p>	<p>VILLAGE ADMINISTRATOR: </p>	
AGENDA PAGE NUMBER:		

— CAT UNITS —
("CONTAINERS")





CATALYST

ROOF



SILENCER →

SILENCER
AT CHANDLER SUB
(FINAL)



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE	OF
ITEM: CCGISC Intergovernmental Agreement (IGA) Update	DEPARTMENT: Public Works	
AGENDA SECTION:	PROJECT AMOUNT: N/A	
ATTACHMENTS: (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: May 23, 2019	
<p>SUMMARY HIGHLIGHTS:</p> <p>This Agenda Item provides for an update of the Champaign County Geographic Information System Consortium (CCGIS) Intergovernmental Agreement (IGA) in an effort to provide payment flexibility and to encourage membership for non-member municipalities within Champaign County, while protecting the investment made by existing members.</p> <p>The CCGISC was organized in 2002 as a means to develop and operate a coordinated countywide geographic information system to collect, standardize, provide access and maintain data and software. The consortium consists of Champaign County, the City of Champaign, the City of Urbana, the Board of Trustees of the University of Illinois, the Village of Rantoul, the Village of Savoy and the Village of Mahomet.</p> <p>The agreement revisions have been reviewed by the communities and their legal representatives and all are receptive of the updates.</p> <p><i>Two sections of the IGA are impacted by the revisions, Section 15 - Disposition of Consortium Assets Upon Dissolution and Section 19 - Additional Members. Barb Mann, Chief of the Civil Division for the Champaign County State's Attorney's Office, reviewed the provided revisions.</i></p> <p><i>The proposed language changes are found below: Strikethrough = Deleted Language, Grey Highlight = Added Language (Prior to April 20, 2018), Red Font = Added Language (After April 20, 2018)</i></p> <p>Section 15 - Disposition of Consortium Assets Upon Dissolution</p> <p><i>Upon dissolution of Consortium, all assets held in trust by the Lead Agency on behalf of the Parties of this Agreement will be sold and the proceeds, after deducting all costs of sales and any unpaid obligations relating to such assets or operating expenses of Consortium, shall be divided among all Parties to this Agreement in accordance with the proportion that the amount of funding of that party bears to the total during the period of time from the effective date of this Agreement date of membership until the date that Consortium is dissolved. Any one (1) or more of the Parties shall have the right to purchase such assets at their fair market value prior to any public sale. Such fair market value shall be determined by unanimous vote of the Policy Committee. If more than one (1) party wishes to purchase such assets or a particular asset for the fair market value, the matter will be decided by lot.</i></p> <p>Section 19 - Additional Members</p> <p><i>New members may only be added to the Consortium by a unanimous vote of the Policy Committee. New members shall pay an initial buy-in capital and data development fee of 3 times the first year's membership fee payable as a one-time upfront payment or in annual equal installments over within the first 5-years of membership. The new member is obligated to pay the full buy-in fee even if the new member terminates membership prior to the end of the 5-years. equivalent to a pro-rata share of the capital/data development costs incurred by Consortium for providing existing service. New members shall agree to pay monthly fees in accordance with the funding formula.</i></p> <p><i>New members shall agree in writing to all the terms of this Agreement before membership becomes effective.</i></p>		

RECOMMENDED ACTION: Authorize the approval of updated language to the CCGISC Intergovernmental Agreement (IGA).

DEPARTMENT HEAD APPROVAL:

G. Gregory Hazel, P.E.



VILLAGE ADMINISTRATOR:

Scott Eisenhower

AGENDA PAGE NUMBER:



Champaign County
City of Champaign
City of Urbana
University of Illinois
Village of Rantoul
Village of Mahomet
Village of Savoy

To: CCGISC Policy Committee
From: Leanne Brehob-Riley, GIS Director
Date: January 18, 2019
Re: Proposed CCGISC Intergovernmental Agreement (IGA) Revisions and Review

CCGISC INTERGOVERNMENTAL AGREEMENT (IGA) REVISIONS

The proposed revisions to the CCGISC Intergovernmental Agreement (IGA) are based on discussions held at the January and April (2018) CCGISC Policy Committee meetings. These revisions provide payment flexibility and encourage membership for non-member municipalities within Champaign County while protecting the investment made by existing members.

Two sections of the IGA are impacted by the revisions, Section 15 - *Disposition of Consortium Assets Upon Dissolution* and Section 19 - *Additional Members*. Barb Mann, Chief of the Civil Division for the Champaign County State's Attorney's Office, reviewed the provided revisions.

The proposed language changes are found below:

~~Strikethrough~~ = Deleted Language, **Grey Highlight** = Added Language (Prior to April 20, 2018), **Red Font** = Added Language (After April 20, 2018)

Section 15 - *Disposition of Consortium Assets Upon Dissolution*

Upon dissolution of Consortium, all assets held in trust by the Lead Agency on behalf of the Parties of this Agreement will be sold and the proceeds, after deducting all costs of sales and any unpaid obligations relating to such assets or operating expenses of Consortium, shall be divided among all Parties to this Agreement in accordance with the proportion that the amount of funding of that party bears to the total during the period of time from the ~~effective date of this Agreement~~ **date of membership** until the date that Consortium is dissolved. Any one (1) or more of the Parties shall have the right to purchase such assets at their fair market value prior to any public sale. Such fair market value shall be determined by unanimous vote of the Policy Committee. If more than one (1) party wishes to purchase such assets or a particular asset for the fair market value, the matter will be decided by lot.

Section 19 - *Additional Members*

New members may only be added to the Consortium by a unanimous vote of the Policy Committee. New members shall pay an initial buy-in ~~capital and data development~~ fee of 3 times the first year's membership fee payable **as a one-time upfront payment or in annual equal installments over within the first 5-years of membership**. The new member is obligated to pay the full buy-in fee even if the **new member** terminates membership prior to the end of the 5-years. ~~equivalent to a pro rata share of the capital/data development costs incurred by Consortium for providing existing service~~. New members shall agree to pay monthly fees in accordance with the funding formula.

New members shall agree in writing to all the terms of this Agreement before membership becomes effective.

CCGIS INTERGOVERNMENTAL AGREEMENT (IGA) REVIEW

In addition to reviewing the provided revisions, Ms. Mann was asked to perform a comprehensive review the IGA. Of specific interest were whether 1) changes to the IGA are necessary due to the adoption of the County Executive style of government and 2) the IGA provides the CCGISC Policy Committee with the necessary authority to approve hourly cost rates for the CCGISC staff and fees for other supplied services. At this time, Ms. Mann does not foresee any changes to the IGA because of the government style change. She also believes **Section 10 – Consortium Data Policies**, provides the necessary authority to the CCGISC Policy Committee to approve hourly cost rates for CCGISC staff and set fees for other supplied services. No other edit suggestions were made.

Champaign County GIS Consortium

The Champaign County GIS Consortium (CCGISC) was formed in September of 2002 in order to secure the benefits of data collection and analysis at the county-wide scale and to share the cost of implementation, maintenance, and data acquisition. Champaign County is the lead agency of this joint venture. Currently, there are seven members of the Champaign County GIS Consortium:

- [Champaign County](#)
- [City of Champaign](#)
- [City of Urbana](#)
- [University of Illinois](#)
- [Village of Rantoul](#)
- [Village of Mahomet](#)
- [Village of Savoy](#)



Three other entities within Champaign County are participating as Principal Data Clients:

- [Champaign-Urbana Mass Transit District](#)
- [Champaign-Urbana Public Health District](#)
- [Urbana-Champaign Sanitary District](#)

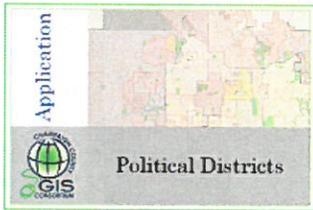


Participation is open to both public and private sector organizations.

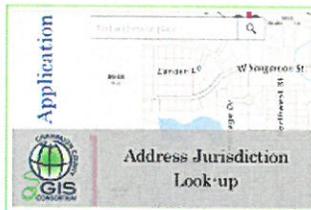
CCGISC Data & Services NOW Available Online!

The CCGISC Interactive Web Map – www.maps.ccgisc.org – has been updated! See our [New Features](#) document for a bullet list of changes. Questions? Contact ccgisc@co.champaign.il.us or call 217.819.3555

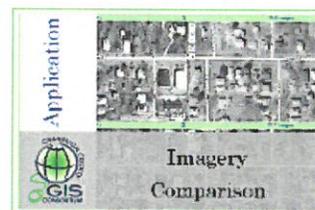
Map Applications



Political Districts Application



Address Jurisdiction Look Up



Imagery Comparison

RESOLUTION NO. 8-02- 918

**A RESOLUTION
APPROVING AND AUTHORIZING THE
EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT PROVIDING FOR THE CREATION OF THE
CHAMPAIGN COUNTY GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM**

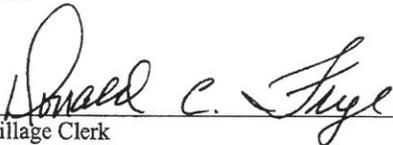
WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the "Corporate Authorities") of the Village of Rantoul, Champaign County, Illinois (the "Village") at which this Resolution is adopted, the form of a certain Intergovernmental Agreement Providing for the Creation of the Champaign County Geographic Information System Consortium (the "Agreement") by and among Champaign County, the City of Champaign, the City of Urbana, the Board of Trustees of the University of Illinois, the Village of Savoy, the Village of Mahomet and the Village (collectively, the "Parties"), in connection with providing for operations and funding for a geographic information system consortium.

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

Section 1. That the Agreement by and among the Parties, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities at which this Resolution is adopted, be and the same is hereby authorized and approved.

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

PASSED this 13th day of August, 2002.



Village Clerk



APPROVED this 13th day of August, 2002.



Village President

**INTERGOVERNMENTAL AGREEMENT PROVIDING FOR THE CREATION OF THE
CHAMPAIGN COUNTY GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM**

THIS AGREEMENT is made and entered by and between Champaign County, the City of Champaign, the City of Urbana, the Board of Trustees of the University of Illinois, the Village of Rantoul, the Village of Savoy, and the Village of Mahomet, all with offices in Champaign County, Illinois, and collectively referred to as "Parties".

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the parties here to enter into agreements among themselves and provide authority for intergovernmental cooperation; and,

WHEREAS, the parties find it to be in the best interest to Champaign County, the City of Champaign, the City of Urbana, the University of Illinois, the Village of Rantoul, the Village of Savoy, and the Village of Mahomet to develop and operate a coordinated countywide geographic information system; and,

WHEREAS, the parties are committed to the principles of intergovernmental cooperation; and,

WHEREAS, the parties desire to operate such a system in the most cost effective and efficient manner; and,

WHEREAS, in order to develop and operate a coordinated countywide geographic information system, it is necessary to establish a geographic information system consortium; and,

WHEREAS, the mission of such a consortium is to develop, provide, and operate a coordinated countywide geographic information system for the purpose of providing geographic information at a reasonable cost in the best interest of all the constituents and citizens of the respective entities; and,

WHEREAS, it is necessary to provide for operations and joint funding of a geographic information system consortium; and,

WHEREAS, the parties desire that the system be operated and managed with clear lines of authority for implementing policies to achieve the mission and goals of a geographic information consortium as set forth and as articulated from time to time by the parties; and,

WHEREAS, the parties have recently supported, and continue to support, the fee authorized by P.A. 91-0791, in order to defray the cost of implementing and maintaining a geographic information system.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS

- a) "Consortium" means the Champaign County Geographic Information System Consortium, consisting of the members, equipment, personnel, and data established by and operating pursuant to this Agreement and created to perform the tasks necessary to establish and maintain the countywide Geographic Information System.

- b) "Consortium Coordinator" is an employee of the Lead Agency charged by the Lead Agency with the responsibility of administering, supervising, managing and directing the activities and employees assigned to the Consortium in order to successfully operate the GIS.
- c) "Consortium Staff" means staff of the Lead Agency who are assigned work on Consortium activities under the direction of the Consortium Coordinator.
- d) "Data" means information in a form suitable for storing and processing by a computer or computer system.
- e) "GIS" means geographic information system. A GIS is a system of hardware, software, and data used for storage, retrieval, mapping, and analysis of geographic data.
- f) "Lead Agency" means the party designated by the members, pursuant to this Agreement as the party having overall responsibility for Consortium operations on an ongoing basis in accordance with the policies established by the Policy Committee and this Agreement.
- g) "Members" mean County of Champaign, Illinois; the City of Champaign, Illinois; the City of Urbana, Illinois; the University of Illinois at Urbana-Champaign; the Village of Rantoul, Illinois; the Village of Savoy, Illinois; and the Village of Mahomet, Illinois; and such other members who become signatories to the Agreement.
- h) "Party (or Member) in Good Standing" means a member that has not delivered a notice of its intent to withdraw from this Agreement or for which the Policy Committee has not issued a notice of payment default.
- i) "Policy Committee" means the body created by this Agreement to approve the budget for the Consortium, to develop cooperative approaches regarding countywide GIS and the concerns of each party, and to perform such other functions as are set forth in this Agreement.
- j) "Technical Committee" means the body created by this Agreement to provide technical advice and recommendations to the Policy Committee.

SECTION 2. CONSORTIUM CREATED

- a) The parties hereby create the Champaign County Geographic Information System Consortium, an undertaking to operate a countywide geographic information system. The Consortium is created to develop and operate a coordinated countywide geographic information system. Service from Consortium and access to Consortium services shall be in accordance with this Agreement.
- b) The Consortium shall be a unit of the Lead Agency, subject to the Lead Agency's policies and procedures, except as otherwise specified in the Agreement. The parties hereby authorize and direct the Lead Agency to operate pursuant to this Agreement, and the Lead Agency hereby agrees to operate pursuant to this Agreement.

SECTION 3. CONSORTIUM MISSION

The mission of the Consortium and its members is to:

- a) Lead development effort for acquisition of data;
- b) Act as a data repository/custodian;
- c) Establish standards for content, quality, and structure of repository data;
- d) Host data on server accessible to all members;
- e) Provide all members access to data;
- f) Establish and maintain metadata for data held in the repository;
- g) Provide computer system administration and ongoing system support, upgrades, and maintenance for Consortium-controlled assets;
- h) Provide services to members in accord with a work plan approved by the Policy Committee;
- i) Promote use of the GIS county wide by contributing data and utilizing the GIS;
- j) Establish operational, administrative, and procedural policy as related to the GIS system operations, data standards, and data distribution.

SECTION 4. POLICY COMMITTEE CREATED

The Policy Committee is hereby created in accordance with the following provisions:

a) Membership.

(i) The Policy Committee shall be comprised of one (1) representative to be designated by the Chancellor of the University and by the Chief Administrative Officer of other members. The designation shall be made in writing and sent to the Chancellor and the Chief Administrative Officer of the other members. These shall be voting representatives.

(ii) Additionally, there shall be one (1) non-voting representative of the non-governmental sector, and one (1) non-voting representative of small or specialized governmental users. Both of these non-voting representatives shall be appointed by the Chair and approved by the Policy Committee and shall serve for a three-year term.

b) Voting. In those matters required by this Agreement to be decided by the Policy Committee, unless otherwise specified in this Agreement, the proposition voted upon shall not be considered approved unless it receives an affirmative vote from at least a majority or such greater percentage vote specified of all representatives of the Policy Committee members in good standing.

c) Quorum. A quorum shall consist of a majority of voting representatives of the Policy Committee members in good standing.

d) Unanimous Vote. In those matters required by this Agreement to be decided by a unanimous vote of the Policy Committee, a proposition shall not be considered adopted unless it receives an affirmative vote from the voting representative of each and every member that is in good standing at the time of the vote.

Frequently Asked Questions (FAQ)

Are GIS data, contours, and imagery available for purchase?

CCGISC data can be purchased. Our [Data and Services](#) page contains information on how to purchase CCGISC data. Should you have additional questions, do not hesitate to contact us at 217.819.3555 or ccgisc@co.champaign.il.us.

Do you provide GIS contractual services to non-member agencies?

CCGISC offers GIS expertise to both public and private entities on a contractual basis. In addition, CCGISC offers customized mapping services. Current and past clients include Carle Hospital, METCAD, Piatt County, Village of Mahomet, City of Urbana, City of Champaign, Urbana-Champaign Sanitary District, Urbana School District, and the Champaign County Housing Authority.

For information regarding services offered by CCGISC call 217.819.3555. A summary of ongoing and past projects are listed on our [Contractual Services](#) page.

Is CCGISC GIS data viewable on-line?

The [GIS Webmap – Public Interface](#) provides access to Champaign County's most current geographic information through maps that you can query, mark-up and/or print. Users can locate a property and/or access related tax and assessment information through navigation and identification tools, address searches, or parcel identification number (PIN) queries. Users can view current and historic aerial photography as well as overlay a variety of GIS layers such as school districts, census geography and municipal zoning.

When are new editions of the Tax Map Atlas released? How do I purchase the latest release?

New editions of the Tax Map Atlas are released each spring. A Tax Map Atlas Subscription can be purchased from the [CCGISC Store](#).

The subscription includes one CD of the latest edition and on-line access to:

- ◆ All interactive editions from the 32nd (RY 2008) to the most current
- ◆ All archived editions (non-interactive) RY 1980 to RY 2007
- ◆ Historic plat maps from 1970 and 1976

Subscriptions are valid for one year from the date of purchase.

Current Subscriber? [Enter the Tax Map Website](#).

How often does CCGISC acquire ortho-imagery? Is the ortho-imagery available for purchase?

CCGISC acquires leaf-off ortho-imagery once every three years. This practice began in the spring of 2002. The next acquisition will occur in the spring of 2017.

For instructions on how to purchase imagery along with a list of available imagery and corresponding prices see our [Data Requests](#) page.

What is the coordinate system/projection of your data?

North American Datum of 1983, Illinois State Plane East, US Foot; Transverse Mercator

Can CCGISC print or scan large format documents? Is there a fee?

CCGISC can print and scan large format color documents. Prints are limited to 42" in one direction and scans are limited to 40" in one direction.

Fees:

- ◆ Large Format Prints - \$1.50/sq ft plus staff time (billed at \$45/per hour in 15 minute increments)
- ◆ Large Format Scans - staff time (billed at \$45/per hour in 15 minute increments)

How often are the CCGISC GIS data layers updated?

The majority of the GIS data is updated on a continuous cycle - updates are made as changes are received.

AMENDED
INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR THE CREATION OF THE
CHAMPAIGN COUNTY
GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM

Revised 2019

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INTERGOVERNMENTAL AGREEMENT PROVIDING FOR THE CREATION OF THE CHAMPAIGN COUNTY GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM

THIS AGREEMENT is made and entered by and between Champaign County, the City of Champaign, the City of Urbana, the Board of Trustees of the University of Illinois, the Village of Rantoul, the Village of Savoy, and the Village of Mahomet, all with offices in Champaign County, Illinois, and collectively referred to as "Parties".

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the Parties here to enter into agreements among themselves and provide authority for intergovernmental cooperation; and,

WHEREAS, the Parties find it to be in the best interest of Champaign County, the City of Champaign, the City of Urbana, the University of Illinois, the Village of Rantoul, the Village of Savoy, and the Village of Mahomet to develop and operate a coordinated countywide geographic information system; and,

WHEREAS, the Parties are committed to the principles of intergovernmental cooperation; and,

WHEREAS, the Parties desire to operate such a system in the most cost effective and efficient manner; and,

WHEREAS, in order to develop and operate a coordinated countywide geographic information system, it is necessary to establish a geographic information system consortium; and,

WHEREAS, the mission of such a consortium is to develop, provide, and operate a coordinated countywide geographic information system for the purpose of providing geographic information at a reasonable cost in the best interest of all the constituents and citizens of the respective entities; and,

WHEREAS, it is necessary to provide for operations and joint funding of a geographic information system consortium; and,

WHEREAS, the Parties desire that the system be operated and managed with clear lines of authority for implementing policies to achieve the mission and goals of a geographic information consortium as set forth and as articulated from time to time by the Parties; and,

WHEREAS, the Parties have recently supported, and continue to support, the fee authorized by 55 ILCS 5/3-5018 P.A. 91-0791, in order to defray the cost of implementing and maintaining a geographic information system.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. DEFINITIONS

- a) "Consortium" means the Champaign County Geographic Information System Consortium, consisting of the members, equipment, personnel, and data established by and operating pursuant to this Agreement and created to perform the tasks necessary to establish and maintain the countywide Geographic Information System.

- b) "Consortium Director" is an employee of the Lead Agency charged by the Lead Agency with the responsibility of administering, supervising, managing and directing the activities and employees assigned to the Consortium in order to successfully operate the GIS.
- c) "Consortium Staff" means staff of the Lead Agency who are assigned work on Consortium activities under the direction of the Consortium Director.
- d) "Data" means information in a form suitable for storing and processing by a computer or computer system.
- e) "GIS" means geographic information system. A GIS is a system of hardware, software, and data used for storage, retrieval, mapping, and analysis of geographic data.
- f) "Good standing" means the member is not delinquent on any financial obligations to the Consortium.
- g) "Lead Agency" means the party designated by the members, pursuant to this Agreement as the party having overall responsibility for Consortium operations on an ongoing basis in accordance with the policies established by the Policy Committee and this Agreement.
- h) "Members" mean County of Champaign, Illinois; the City of Champaign, Illinois; the City of Urbana, Illinois; the University of Illinois at Urbana-Champaign; the Village of Rantoul, Illinois; the Village of Savoy, Illinois; and the Village of Mahomet, Illinois; and such other members who become signatories to the Agreement.
- i) "Party (or Member) in Good Standing" means a member that has not delivered a notice of its intent to withdraw from this Agreement or for which the Policy Committee has not issued a notice of payment default.
- j) "Policy Committee" means the body created by this Agreement to approve the budget for the Consortium, to develop cooperative approaches regarding countywide GIS and the concerns of each party, and to perform such other functions as are set forth in this Agreement.

SECTION 2. CONSORTIUM CREATED

- a) The Parties hereby create the Champaign County Geographic Information System Consortium, an undertaking to operate a countywide geographic information system. The Consortium is created to develop and operate a coordinated countywide geographic information system. Service from Consortium and access to Consortium services shall be in accordance with this Agreement.
- b) The Consortium shall be a unit of the Lead Agency, subject to the Lead Agency's policies and procedures, except as otherwise specified in the Agreement. The Parties hereby authorize and direct the Lead Agency to operate pursuant to this Agreement, and the Lead Agency hereby agrees to operate pursuant to this Agreement.

SECTION 3. CONSORTIUM MISSION

The mission of the Consortium and its Members is to:

- a) Lead development effort for acquisition of data;
- b) Act as a data repository/custodian;
- c) Establish standards for content, quality, and structure of repository data;
- d) Host data on server accessible to all Members;
- e) Provide all Members access to data;
- f) Establish and maintain metadata for data held in the repository;
- g) Provide computer system administration and ongoing system support, upgrades, and maintenance for Consortium-controlled assets;
- h) Provide services to Members in accord with a work plan approved by the Policy Committee;
- i) Promote use of the GIS county wide by contributing data and utilizing the GIS;
- j) Establish operational, administrative, and procedural policy as related to the GIS system operations, data standards, and data distribution.

SECTION 4. POLICY COMMITTEE CREATED

The Policy Committee is hereby created in accordance with the following provisions:

- a) Membership. The Policy Committee shall be comprised of one (1) representative to be designated by the Chancellor of the University and by the Chief Administrative Officer of other Members. The designation shall be made in writing and sent to the Chancellor and the Chief Administrative Officer of the other Members. These shall be voting representatives.
- b) Voting. In those matters required by this Agreement to be decided by the Policy Committee, unless otherwise specified in this Agreement, the proposition voted upon shall not be considered approved unless it receives an affirmative vote from at least a majority or such greater percentage vote specified of all representatives of the Policy Committee Members in good standing.
- c) Quorum. A quorum shall consist of a majority of voting representatives of the Policy Committee Members in good standing.
- d) Unanimous Vote. In those matters required by this Agreement to be decided by a unanimous vote of the Policy Committee, a proposition shall not be considered adopted unless *it* receives an affirmative vote from the voting representative of each and every Member that is in good standing at the time of the vote.
- e) Representative's Substitute. A Member's designated representative to the Policy Committee may select a designated voting representative to serve in the designated representative's absence.

- f) Regularity of Meetings. The Policy Committee shall meet at least quarterly. Other meetings may be called at the request of the Policy Committee Chair or any two (2) of the voting Members' representatives on the Policy Committee.

SECTION 5. POLICY COMMITTEE FUNCTIONS AND RESPONSIBILITIES

The Policy Committee shall have the following functions and responsibilities:

- a) Mission/By-Laws/Committees. The Policy Committee shall have the authority to adopt a mission statement, to enact procedural by-laws governing or directing the activities of the Consortium, provided such mission statement and by-laws do not conflict with the terms of this Agreement, and to create such committees as it deems advisable.
- b) Officers. The Policy Committee shall elect a Chair and such officers as it deems advisable from among the voting representatives of the Members, said election to occur every two (2) years in June, or whenever a vacancy in office occurs.
- c) General Responsibilities. The Policy Committee is responsible for approving: policy, priorities, budget, work plan, and technical standards.
- d) Budget.
- i. The Policy Committee shall, by 3/4 affirmative vote including the vote of the County:
 - 1) annually approve Consortium's budget; and
 - 2) approve amendments to said budget and expenditures as from time to time deemed necessary by the Parties.
 - ii. The tentative budget for each year shall be submitted by the lead agency to the Policy Committee during July of each year.
 - iii. Unless a new budget is approved by January 1st of any year, the last previously approved budget shall continue from year to year.
 - iv. The format of the budget shall conform to the format of the Lead Agency's budget unless otherwise directed by 3/4 vote, including the vote of the County, vote of the Policy Committee.
- e) Funding Formula. The Policy Committee shall annually on or before July 1 of each year, by a unanimous vote, approve the funding formula to determine the Parties' share of expenses for Consortium operations, provided, however, that the most recently approved cost-sharing formula shall continue unless amended by the unanimous vote of the Parties.
- f) Intergovernmental Agreement. The Policy Committee may approve contracts with other governmental entities to provide some or all of Consortium services on a contractual basis.

- g) Purchases. The Policy Committee may approve contracts for the purchase of goods or services with units of federal, state and local units of government, private corporations, not-for-profit organizations, partners and individuals. All such purchases shall be made in accordance with the purchasing policies of the Lead Agency.
- h) Gifts. The Policy Committee may approve the receipt by the Consortium of grants, loans, gifts, bequests, funding, in-kind services from federal, state and local units of government, and from public and private sources.
- i) Lead Agency. The Policy Committee may redesignate the Lead Agency by at least a three fourths (3/4) affirmative vote of all Members, provided that no Members shall be designated Lead Agency without its consent, and provided further that, unless the Parties agree otherwise, no change in the Lead Agency shall take place without at least one hundred and eighty (180) days' prior notice prior to the beginning of the next fiscal year of the current Lead Agency.
- j) Role of the Consortium Director. The Consortium Director, with input from such member agency representatives as the Director may elect to utilize, shall make recommendations to the Policy Committee concerning:
 - 1) Hardware requirements;
 - 2) Software requirements;
 - 3) Networking;
 - 4) Data Standards;
 - 5) Development/Prioritization of the Work Plan;
 - 6) Other aspects of the GIS as requested by the Policy Committee.
- k) Data Fee Policies. The Policy Committee shall have the authority to adopt data policies referred to in Section 10 and a fee schedule by a unanimous vote.

SECTION 6. LEAD AGENCY DESIGNATED

The Lead Agency shall be Champaign County.

SECTION 7. LEAD AGENCY DUTIES

The Lead Agency shall be responsible for, and is hereby empowered to take, all actions to support the overall operation of Consortium and its affairs in accordance with this Agreement and the mission, goals and objectives approved by the Policy Committee. These duties include, but are not limited to:

- a) Employing and supervising all personnel assigned to the Consortium in accordance with the Lead Agency's policies and procedures, including, but not limited to, hiring, firing, disciplining, establishing incentives, benefits, negotiations with unions, and all other employment decisions.
- b) Directing the management and supervision of all employees assigned to Consortium duties in accordance with the policies and procedures of the Lead Agency.
- c) Incurring and paying, on the behalf of the Members and in accordance with this Agreement and Consortium's approved budget, all Consortium expenses.
- d) Entering into all contracts, lease and procurement agreements in accordance with this Agreement, the approved budget, and the policies and procedures of the Lead Agency.

- e) Expending funds in accordance with the Consortium's approved budget. Purchasing shall be conducted in accordance with the Consortium approved budget and the purchasing policies and procedures of the Lead Agency.
- f) Providing all personnel administration, financial support staff, insurance, legal advice and management support and services in accordance with this Agreement and the approved Consortium budget and the policies and procedures of the Lead Agency.
- g) Billing and collecting from each member its share of the cost of Consortium's operations as provided in this Agreement and the approved annual budget and work plan of Consortium.
- h) Overseeing the establishment and implementation of policies and procedures at the Consortium staff level to implement the mission, goals, and work plan of the Consortium.
- i) Developing a proposed annual budget and work plan and administering the approved budget, expenditures, and work plan in accordance with this Agreement.
- j) Providing staff support, including the recording and distribution of minutes for the Consortium Policy Committee.
- k) Providing necessary office space, furnishings, equipment, hardware, software, and technical support for the Consortium to operate.
- l) Providing generally for the audit, accounting for, receipt, and custody of consortium funds.

The Lead Agency shall be entitled to reimbursement for the costs it incurs in performing these functions, which costs shall be included in Consortium's budget, as amended from time to time in accordance with this Agreement. The formula for cost reimbursement shall be established as part of the funding formula.

SECTION 8. MEMBER RESPONSIBILITIES

Each Member shall:

- a) Utilize the Consortium GIS only in accordance with Consortium policies;
- b) Designate (1) person to serve as an active voting representative on the Policy Committee;
- c) Provide original data and data updates on a regular or as needed basis to Consortium in order to maintain the master GIS dataset as required by Consortium policy;
- d) Distribute Consortium data to non-members only in accordance with the adopted Consortium data distribution policy.
- e) Retain legal responsibility and liability, if any, for the quality of the data that it provides.
- f) Retain ownership of the data that it provides.
- g) Be responsible for providing and maintaining its own GIS equipment, software, and GIS-related items.

- h) Be responsible for contributing to the Consortium budget and expenses based on a cost-sharing formula established from time to time by the Members.

SECTION 9. FINANCES

- a) Contributions. Each party shall be responsible for contributing to the Consortium budget and expenses based on a cost-sharing formula established from time to time by the Members. Any change in the formula may be made by a unanimous vote of the Policy Committee. The initial approved cost-sharing formula is attached in Appendix A. The most recently approved cost-sharing formula shall continue unless amended by unanimous vote of the Parties.
- b) Records. The Lead Agency shall maintain financial records regarding Consortium operations and finances in accordance with generally accepted governmental accounting standards, which records shall be available at the Lead Agency's finance offices for inspection by any of the Parties during regular business hours.
- c) Invoices. The Lead Agency shall invoice each Member on the first day of each quarter for the next quarter's service for its share of Consortium costs based on the approved cost sharing formula
- d) Payment. Members shall pay said bills within thirty (30) days of receipt of an invoice for the same.
- e) Audit. Consortium financial records shall be audited on an annual basis by the outside accountant used by the Lead Agency for its other audits and the cost of such audit shall be considered an operating expense of Consortium.
- f) University. All commitments by the University are subject to constitutional and statutory restrictions and limitations binding upon the University and to the availability of funds which may be lawfully applied thereto.
- g) Fiscal Year. Consortium's fiscal year shall follow the fiscal year of the Lead Agency.

SECTION 10. CONSORTIUM DATA POLICIES

- a) Policies and Procedure.
1. The Policy Committee shall develop and approve policies and procedures on the following topics:
 - Data distribution or disclosure to Consortium Members
 - Data distribution or disclosure to non-members, including policies to protect the privacy of individuals
 - Data sales
 - Data licensing
 - Freedom of Information requests
 - Data security
 - Public Internet data distribution
 2. The policies and procedures shall be consistent with this Agreement.
 3. Individual Consortium Members shall release or sell GIS data only consistent with the policies and procedures developed under this Agreement.

b) Ownership.

1. Data supplied by individual Members shall continue to be owned by the individual Member, but may be utilized by the Consortium for Consortium purposes consistent with this Agreement and the policies and procedures developed under the authority of the Agreement.
2. The Consortium shall own GIS data which the Consortium develops through processing or altering of the original configuration of the data by the Consortium software.
3. Any Member has the right to refuse to provide data to GIS if required by federal or state statute, court order, or local ordinance or contract predating this Agreement, and to the limited extent necessary to preserve or recognize any statutory or common law privilege.

c) Freedom of Information Act (FOIA).

In the event that the Consortium receives a FOIA request which seeks data owned by a Member, the Consortium shall respond to the said FOIA in accordance with FOIA, and notify the appropriate Policy Committee representatives of FOIA request and response.

d) Other Disclosures to Non-Members.

1. Information protocols will allow disclosure of data in GIS to third Parties required by federal or state statute (such as the Freedom of Information Act), local ordinance or contract predating the agreement, or court order (including a judicial subpoena). The Consortium shall notify the appropriate Policy Committee representatives of the disclosure.
2. Information protocols will allow disclosure of data in GIS to third Parties to the extent necessary to maintain GIS and related systems, and to perform law enforcement and investigatory functions, prosecution, and defense of criminal cases, defense of civil claims, and coordination with other government agencies (such as DCFS and the Attorney General).
3. Additional guidelines are documented in the Champaign County GIS Consortium Digital Data Policy.

SECTION 11. TERMINATION BY PARTIES

- a) *Withdrawal.* A party may terminate its participation in this Agreement as of July 1 of any year by giving written notice to each of the other Parties. Such notice shall be given prior to December 31 of the year before the desired termination date.
- b) *Failure to Budget.* Notwithstanding any provision of this Agreement to the contrary, a Member may withdraw by giving prior written notice thirty (30) days in advance to each of the other Parties indicating its intent to terminate its participation in this Agreement as of the end of the month following the expiration of such thirty (30) days, provided, however, withdrawal under this section can only be invoked if the corporate authorities of such Member, or the legislature in the case of the University, have failed or refused to authorize, appropriate or budget the funds necessary to pay such Member's share of the costs, as such costs are determined by the Policy Committee pursuant to this Agreement. Each party will utilize its best efforts to appropriate and budget sufficient funds to meet its obligations under this Agreement in full.
- c) *Default.* If a party to this Agreement is in default of its payment obligations, the Policy Committee may so declare and terminate GIS services to that Member thirty (30) days after the date of mailing of notice of default and termination of services to the defaulting party, unless the defaulting party cures the default in full prior to the expiration of the thirty (30) days set forth in the notice. The notice of the default declared by the Policy Committee shall be issued by the Lead Agency. The defaulting party shall continue to be responsible to pay its assigned share of the cost of Consortium as determined in accordance with this Agreement for the ensuing nine (9) months following the termination of GIS services. If the defaulting party, within the nine (9) month period, pays all amounts due and the costs incurred by the Consortium in updating the information in relevant databases, GIS services to the party shall be reinstated.
- d) *Data Developed Prior to Withdrawal.* A party terminating its participation in this Agreement shall have the right to one (1) electronic copy of the data developed prior to the first occurring of these dates: the date of Member termination or date of Member default.

SECTION 12. DISSOLUTION

It is the intent of the Parties to maintain Consortium as a continuing operation. However, should any of the Parties elect to withdraw its participation in and support of Consortium, then Consortium may continue in operation for the benefit of the remaining Parties if a minimum of two (2) of the Parties elect to continue their participation.

SECTION 13. EQUIPMENT; USE AND OWNERSHIP; LOAN EQUIPMENT

All equipment purchased for Consortium shall be purchased, utilized and disposed of by the Lead Agency and held in trust for Consortium use. It shall be recorded and identified by the Lead Agency as Consortium Agreement property, separate from other Lead Agency property. Prior to dissolution of Consortium, all proceeds from the sale of any Consortium Agreement property or data shall be devoted solely to the operation of Consortium. In the case of a change in Lead Agency, Consortium property shall be transferred with the Lead Agency function to the new Lead Agency.

Any Member agency may, with approval of the Policy Committee, loan property or equipment to the Lead Agency for the use of Consortium. Such property shall continue to be owned by the member agency, and the Lead Agency shall keep written records of such loaned equipment. If the party owning

the loaned equipment wishes to withdraw it from Consortium service, that party may do so provided that, if in the opinion of the Consortium Director, the property is essential to Consortium and requires replacement to ensure consistency and proper functioning of Consortium, then such loaned equipment shall be withdrawn only after providing a reasonable notice of withdrawal to the other Parties.

SECTION 14. RIGHTS OF TERMINATING PARTY TO CONSORTIUM ASSETS

A party terminating its participation in this Agreement shall continue to maintain its financial interest in all equipment purchased for the Consortium operation prior to the date of that member's termination. Such equipment or proceeds derived from the disposition of the equipment shall continue to be used for the continued operation of Consortium until Consortium is dissolved.

SECTION 15. DISPOSITION OF CONSORTIUM ASSETS UPON DISSOLUTION

Upon dissolution of Consortium, all assets held in trust by the Lead Agency on behalf of the Parties of this Agreement will be sold and the proceeds, after deducting all costs of sales and any unpaid obligations relating to such assets or operating expenses of Consortium, shall be divided among all Parties to this Agreement in accordance with the proportion that the amount of funding of that party bears to the total during the period of time from the date of membership until the date that Consortium is dissolved. Any one (1) or more of the Parties shall have the right to purchase such assets at their fair market value prior to any public sale. Such fair market value shall be determined by unanimous vote of the Policy Committee. If more than one (1) party wishes to purchase such assets or a particular asset for the fair market value, the matter will be decided by lot.

SECTION 16. INSURANCE

The Lead Agency shall procure and maintain, during the term of this Agreement or any extension thereof, sufficient property insurance to cover the replacement value of the Consortium equipment and all equipment loaned to Consortium, against all direct loss or damage. The cost of any such insurance shall be a cost of operating Consortium, to be borne by the Parties hereto in the same manner as other costs in accordance with this Agreement. The Lead Agency shall procure and maintain liability and worker's compensation insurance for Consortium operations in accordance with insurance purchase standards for its other operating departments. The insurance shall name each member agency as additional insured under the liability policy procured.

SECTION 17. LIMITATIONS OF PERSONNEL

No employee shall have authority to commit, obligate or bind any party hereto to any contract or obligation unless specifically authorized by said party, except as provided for in this Agreement.

SECTION 18. AMENDMENTS

This Agreement may be amended in writing at any time by mutual agreement of all of the Parties to the Agreement. Amendments shall refer back to this Agreement and to subsequent amendments, if any, on the same subject and shall specify the language to be changed or to be added. The execution of any amendment shall be authorized by passage of an appropriate ordinance or other proper and lawful corporate action by the corporate authorities of each party.

SECTION 19. ADDITIONAL MEMBERS

New members may only be added to the Consortium by a unanimous vote of the Policy Committee. New members shall pay an initial buy-in fee of 3 times the first year's membership fee payable as a one-time upfront payment or in annual installments within the first 5-years of membership. The new member is obligated to pay the full buy-in fee even if the new member terminates membership prior to the end of the 5-years.

New members shall agree in writing to all the terms of this Agreement before membership becomes effective.

SECTION 20. EFFECTIVE DATE

This Agreement shall be effective as to each member on the date such member executed the Agreement.

SECTION 21. NOTICES

Notices hereunder shall be provided personally or by first class mail to the Chancellor of the University and to the Chief Administrative Officer of each party and to the attorney representing each party. The date of the notice shall be the third day after the date of mailing of notice is provided by mail. If the notice is provided by personal delivery, the date of personal delivery is the date of the notice.

SECTION 22. COUNTERPARTS

This Agreement may be signed in several counterparts, each of which shall be considered an originally executed agreement for all purposes.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals to this Agreement as of the dates below indicated.

CITY OF CHAMPAIGN

By: _____
City Manager

Date: _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF URBANA

By: _____
Mayor

Date: _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

COUNTY OF CHAMPAIGN

By: _____
Chair

Date: _____

ATTEST: _____
County Clerk

APPROVED AS TO FORM:

State's Attorney

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

By: _____

Comptroller

Chancellor

Executive Director, Facilities and Services

APPROVED AS TO FORM:

Campus Legal Counsel

VILLAGE OF MAHOMET

By: _____
Village President

Date: _____

ATTEST: _____
Village Clerk

APPROVED AS TO FORM:

Village Attorney

VILLAGE OF RANTOUL

By: _____
Village President

Date: _____

ATTEST: _____
Village Clerk

APPROVED AS TO FORM:

Village Attorney

VILLAGE OF SAVOY

By: _____
Village President

Date: _____

ATTEST: _____
Village Clerk

APPROVED AS TO FORM:

Village Attorney

ACKNOWLEDGED BY:
CHAMPAIGN COUNTY RECORDER

By: _____

Date: _____

ACKNOWLEDGED BY:
CHAMPAIGN COUNTY

By: _____

Date: _____

APPENDIX A

CHAMPAIGN COUNTY GIS CONSORTIUM AGREEMENT PROPOSED ATTACHMENT A

GIS Consortium Member	Population 2000 Census	Fiscal Year 2003 7/1/02 - 6/30/03		Fiscal Year 2004 7/1/03 - 6/30/04		Per Capita Rate	Per Capita Rate	Per Capita	Total
		Base	Per Capita	Base	Per Capita				
Champaign County	37,072	\$200,000.00	\$18,229.86	\$200,000.00	\$0.56	\$200,000.00	\$37,810.08	\$200,000.00	
Champaign	67,518	\$5,000.00	\$9,826.65	\$5,000.00	\$0.56	\$42,810.08	\$20,381.20	\$42,810.08	
Urbana	36,395	\$5,000.00	\$3,471.39	\$5,000.00	\$0.56	\$25,381.20	\$7,199.92	\$25,381.20	
Rantoul	12,857	\$5,000.00	\$1,316.79	\$5,000.00	\$0.56	\$12,199.92	\$2,731.12	\$12,199.92	
Mahomet	4,877	\$5,000.00	\$1,208.52	\$5,000.00	\$0.56	\$7,731.12	\$2,506.56	\$7,731.12	
Savoy	4,476	\$5,000.00	\$1,208.52	\$5,000.00	\$0.56	\$7,506.56	\$2,506.56	\$7,506.56	
University of Illinois		\$25,000.00		\$25,000.00		\$25,000.00		\$25,000.00	
Total		\$250,000.00	\$34,053.21	\$284,053.21		\$70,628.88		\$320,628.88	

The first two year's budget reflects phased costs of bringing the system online. Future budgets are expected to remain near the \$300,000 level, plus annual inflation.

Initial Projections have the per capita rate reducing to \$.48 in the third year.

The per capita would be set each year based upon the budget and expected contributors. For instance, if additional entities join the consortium, the per capita amount would be reduced by the added base amounts received.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
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ITEM: Engineering Agreement with Hutchison Engineering for the Phase 1 Environmental Engineering & grant application submittal for the 2019 Illinois Transportation Enhancement Program (ITEP) of the North Maplewood Bike Path	DEPARTMENT: Public Works
AGENDA SECTION:	PROJECT AMOUNT: \$25,000.00 – Phase 1 Engineering
ATTACHMENTS: (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: May 24, 2019
SUMMARY HIGHLIGHTS: <p>This Agenda Item provides for an Engineering Agreement with Hutchison Engineering for the Phase 1 Environmental Engineering and grant application submittal for the 2019 Illinois Transportation Enhancement Program (ITEP) of the North Maplewood Bike Path extension from Clark Street to Crane Drive. This extension serves to link the existing shared-use paths with the North Maplewood Sports Complex.</p> <p>Notice of the ITEP grant funding was issued on March 29, 2019 via IDOT (attached). The application window is from October 2, 2019 to December 6, 2019, but there are several steps involved in the process. The Village was successful with two previous ITEP grant applications which supported the development of the following bike paths: Garrard Street to Lon Drive; and the west side of the Canadian National Railroad into the downtown area and to Rudzinski Park.</p> <p>ITEP grants usually require a minimum twenty percent (20%) match by the Local Agency (Village), with Street Lighting and the Phase 1 Engineering no longer being funded through the grant. This will require an initial investment by the Village in order to submit a viable application. Utilizing Hutchison Engineering for this Phase 1 effort, allows for project efficiencies as they begin the field survey work and design of the Maplewood Drive resurfacing project.</p> <p>This initial step is proposed to be funded through Local Motor Fuel Tax (LMFT) dollars with ITEP applications due by December 6, 2019. Selection of projects most likely would occur in the spring of 2020, with the Village’s project design occurring that summer and construction occurring in the summer of 2021 (FY22).</p>	
RECOMMENDED ACTION: Authorize the approval of an engineering agreement with Hutchison Engineering in the amount of \$25,000.00 for the Phase 1 Engineering and grant application submittal for the 2019 Illinois Transportation Enhancement Program (ITEP) of the North Maplewood Bike Path extension.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.	VILLAGE ADMINISTRATOR:
AGENDA PAGE NUMBER:	

Municipality Village of Rantoul	L O C A L A G E N C Y	Preliminary Engineering Services Agreement For Local Funds	C O N S U L T A N T	Name Hutchison Engineering
Township N/A				Address 2015 W. Glen Ave., Suite 210
County Champaign				City Peoria
Section				State IL

THIS AGREEMENT is made and entered into this _____ day of June, 2019 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Local Funds will be used entirely to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Maplewood Multi-Use Path

Route FAU 7094 Length 0.47 Mi. 2500.00 FT (Structure No. N/A)

Termini North side of Clark St. to south side of Crane Drive.

Description:

The project consists of constructing 10' wide multi-use path and other collateral work.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of IDOT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with copies of the plans, special provisions, proposals and estimates. Copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets. This will include an Environmental Survey Request and Preliminary Environmental Site Assessment (PESA) (performed by sub-consultant). If PESA indicates a Preliminary Site Investigation (PSI) is required, a supplement will be necessary.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
 - l. Prepare exhibits, attend, and summarize comments for a Public Meeting/Open House.
 - m. Prepare and submit an Illinois Transportation Enhancement Program (ITEP) grant application.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT (when required). It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT (when required).
- (3) To attend conferences including IDOT/FHWA Bi-Monthly Meeting at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay for services stipulated in THE ENGINEER AGREES at the hourly rates stipulated on the attached Schedule of Hourly Charges for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services. The hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. CADD time, Robotic Total Station, GPS, and Nuclear Density Gauge will be billed at the Engineer's current rate. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

"Cost to Engineer" to be verified by furnishing the LA copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Payment for all engineering services described under ENGINEER AGREES shall not exceed \$25,000.00 unless approved in writing by the LA.
2. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed.
3. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in ENGINEER AGREES and prior to the completion of such services, the LA shall reimburse the ENGINEER at the rates shown on the attached Schedule of Hourly Charges for time incurred up to the time he is notified in writing of such abandonment.

4. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT or the LA, the LA will pay the ENGINEER for such changes at the rates shown the attached Schedule of Hourly Charges. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate report and ~~set of plans and specifications~~.
5. To pay the ENGINEER without retainage.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Village of Rantoul of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Village Board

Village of Rantoul Clerk

By _____

(Seal)

Title _____

Executed by the ENGINEER:

Hutchison Engineering, Inc.

2015 W. Glen Ave., Suite 210

Peoria, IL 61614

By 

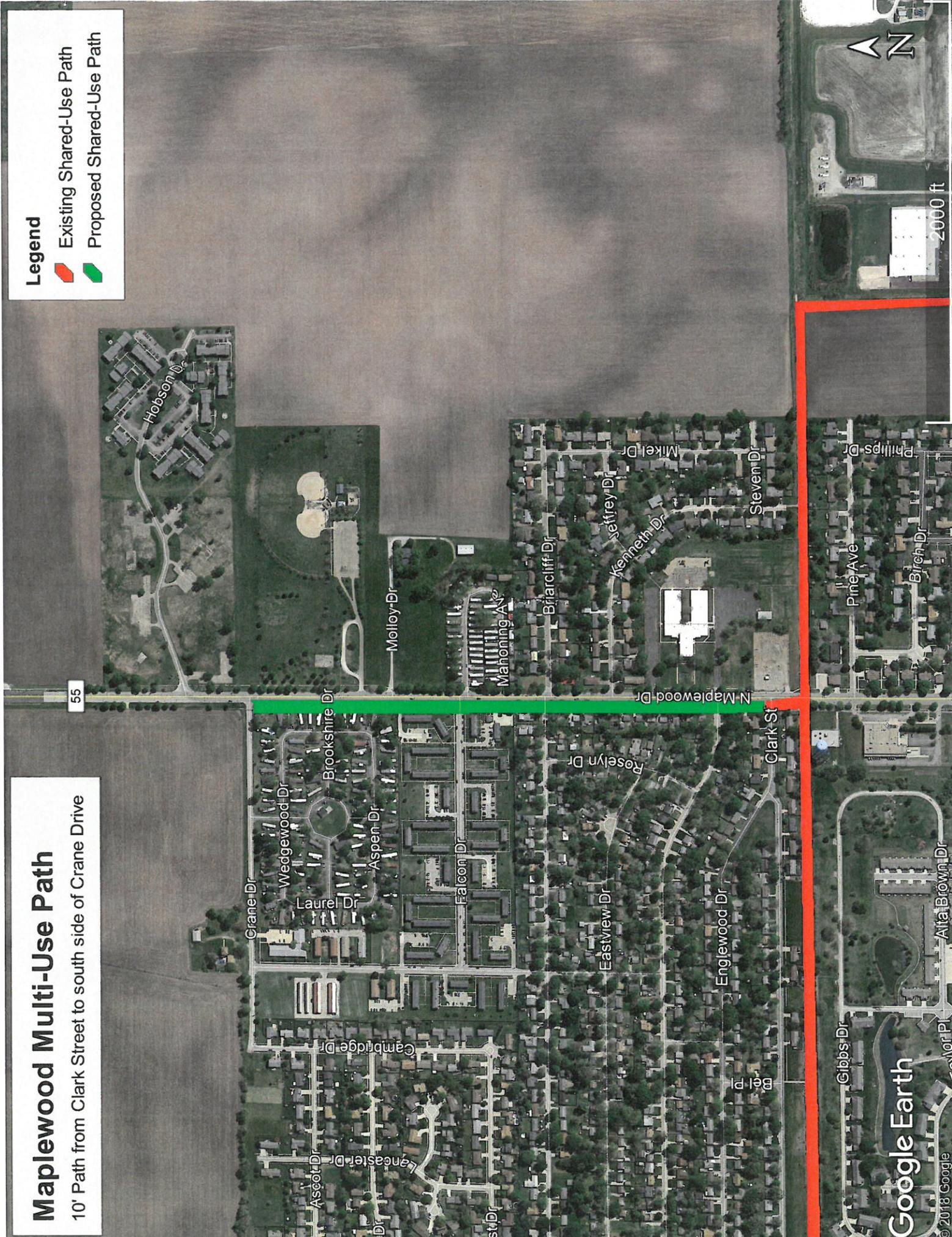
Title Vice President

Maplewood Multi-Use Path

10' Path from Clark Street to south side of Crane Drive

Legend

-  Existing Shared-Use Path
-  Proposed Shared-Use Path



Village of Rantoul

Access & Linkage

Bike Paths of Rantoul

Active Bike Paths

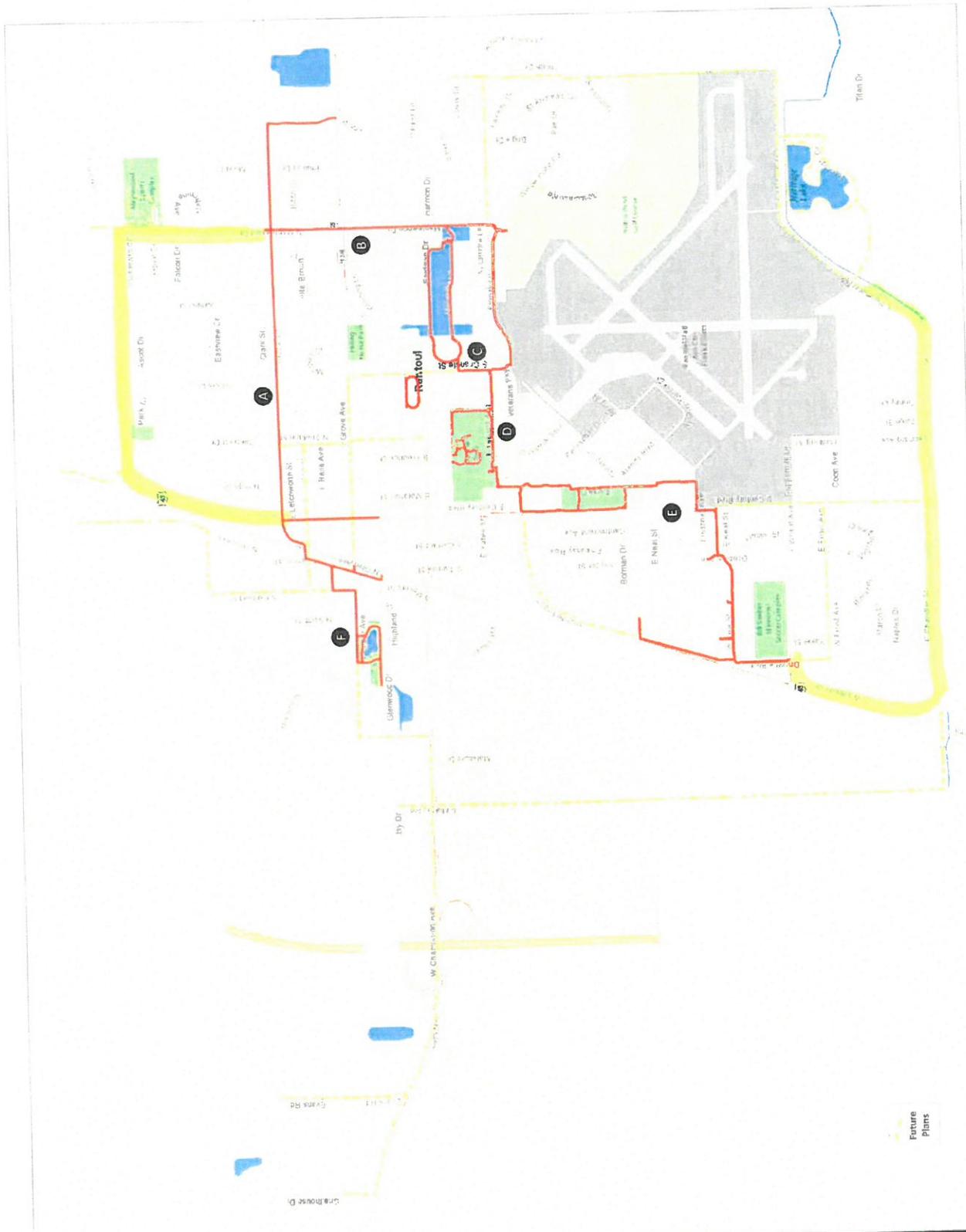
- 1 Ryan Park Path**
 - Provides Access To:
 - Maplewood Path
 - Blue House Elementary
 - Eastman Grade School
 - 706 Office
 - 1.75 Total Miles
- 2 Maplewood Path**
 - Provides Access To:
 - Ryan Park Path
 - Eastman Grade School
 - Post Office
 - East Fire Station
 - Wilson Road Golf Course
 - 0.75 Total Miles
- 3 Maplewood Pond Path**
 - Provides Access To:
 - Maplewood Path
 - Maplewood Pond
 - Youth Center
 - Wilson Road Golf Course
 - 2.25 Total Miles
- 4 Wabash Park Path**
 - Provides Access To:
 - Chanute A.F. Base Path
 - Maplewood Pond Path
 - Wilson Road
 - Wabash Park
 - W. Faber Junior High
 - 0.75 Total Miles
- 5 Chanute A.F. Base Path**
 - Provides Access To:
 - Chanute Park Path
 - Chanute Main Parade Gr
 - Chanute Aerospace Museum
 - Public Library
 - Chanute Civic Center
 - Specialty Center
 - 2.85 Total Miles
- 6 Rudzinski Pond Path**
 - Provides Access To:
 - Chanute Park Path
 - DownTown
 - DownTown Field Fields
 - 1 Total Mile

2014 Aerial Image provided by
Champaign County GIS Consortium



Village of Rantoul
Public Works Dept.
200 W. Grove Avenue
Rantoul, IL 61856
(217) 892-2178

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 this product.



Feature
Plans

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
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ITEM: Sale of 1221 Enterprise Dr. (Building #555)	DEPARTMENT: Public Works - EDC
AGENDA SECTION:	AMOUNT: \$250,000.00
ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: May 23, 2019

SUMMARY HIGHLIGHTS:

This Agenda Item provides for the sale of the former Chanute Air Force Base Building #555 located at 1221 Enterprise Drive. This property consists of a 10,500 square foot metal building located on approximately 3.75 acres. This building has previously been used as a locker / shower facility and has been listed with Coldwell Banker Devenoshire Realty. The Village has received one (1) offer from Rantoul Pentecostal Church in the amount of \$250,000.00.

The sale of this building will continue the redevelopment efforts of the former base area. The new owner will look to renovate this building for use as a Church. The buyer has requested a closing cost credit in the amount of \$200,000.00 in order to offset the cost of necessary renovations for the relocation and remodeling. This credit will be issued with appropriate quotes and proof of payment upon completion of the work.

This property is currently within the Economic Development Conveyance (EDC) footprint and the Village holds the title. The proceeds from the sale will be earmarked for future EDC improvement projects as outlined in the EDC Agreement with the Air Force.

RECOMMENDED ACTION: Authorize the sale of former Chanute Air Force Base Building #555 located at 1221 Enterprise Dr. in the amount of \$250,000.00.

DEPARTMENT HEAD APPROVAL: Eric Vences <i>EV</i> G. Gregory Hazel, P.E. <i>[Signature]</i>	VILLAGE ADMINISTRATOR: Scott Eisenhauer <i>[Signature]</i>
--	---

AGENDA PAGE NUMBER:



Broker Opinion of Value

Industrial

Address: 1221 Enterprise Dr. | Rantoul, IL 61866



Front



Aerial Photo



Parcel Map

Subject Property Information

Tax Map Parcel ID # (PIN):	20-09-10-275-002	Taxing Jurisdiction:	Champaign Co	Office SF:	0
Assessed Value, Land:	N/A	Est. Actual/Effective Age:	Est. 2000's renovated 2012	% Office:	0.00%
Assessed Value, Bldg.:	N/A	Est. Bldg. Gross SF:	approx.. 8,300 SF	Fenced:	No
Assessed Value, Land+Bldg:	N/A	Site Acreage:	3.75	Warehouse Ceiling Height:	approx.. 12'
Real Estate Taxes:	N/A	Type of Construction:	Metal	Office Ceiling Height:	N/A
Intended Use:	TBD	Building Condition:	Average	Column Spacing:	N/A
Zoning:	AF-Airfield District	Overall Condition:	Average	Dock/OHD:	0 1
No. of stories:	1	On-Site Parking (#):	approx.. 20	Location:	Average
Comments (below):	<i>explain strengths, weaknesses, zoning and use restrictions, etc.</i>				

This property was redeveloped to be a lockerroom for Camp Rantoul for the U of I football program. It is currently being utilized for a wrestling club. The ceiling heights are estimated at about 12' which limits the redevelopment possibilities. The building itself appears to be in fairly good shape as it has a new metal skin and metal roof. Upon inspection, there is some concern about the floor which appears to be buckling and bulging... The showerhouse would essentially be unusable for most groups. The smaller overhead door and low ceilings also pose a concern about reuse. For the property to be functional as an office, the space would need to be gutted and reconfigured. For a warehouse user, the property would need to be gutted, but functionality would still be a concern.

Comps (minimum of two)

	COMP A	COMP B	COMP C	Active Listing
Address:	701 Pacesetter Dr Rantoul, IL	1008 Aviation Dr. Rantoul, IL	1112 Enterprise Rantoul, IL	118 E. Boardman Rantoul, IL
Property Description:	Warehouse	Office/Warehouse	Office	GYM
Size (RSF):	8,387 sf	1,850 sf	3,000 sf	27,641 sf
Site Acreage:	5.00 acres	0.50 acres	0.70 acres	2.24 acres
Age:	1938	1968	1986	1942
Dock/OHD:	0 1	0 0	0 1	0 1
Ceiling Height:	12'	10'	10'	Assumed 25'
% Office:	None	20.00%	30%	None
Condition:	Poor	Poor	Average	Poor
Price	\$107,500	\$20,000	\$105,000	\$499,000
Price per SF:	\$12.82	\$10.81	\$35.00	\$18.05
Transaction Date:	2/1/2017	Sale in Process (SIP)	SIP	Active Listing
Miles from Subject:	< 1 mile	< 1 mile	< 1 mile	< 1 mile
Comments (below):	<i>provide add'l detail on above comps (e.g. comparisons to subject property)</i>			

Comps A & B are properties that the village owned and have sold (or will sell). Both were in considerably worst shape than the subject property. Comp A was purchased with some additional land however, the interior of the building was full of junk and needed to be gutted. Comp B was a shell building with nothing in working order. Comp C is a functional office building that needs updating. The active listing is considered to be grossly overpriced and functionally obsolete.

BOV (Sale) As-is, Where-is, As-of this Date

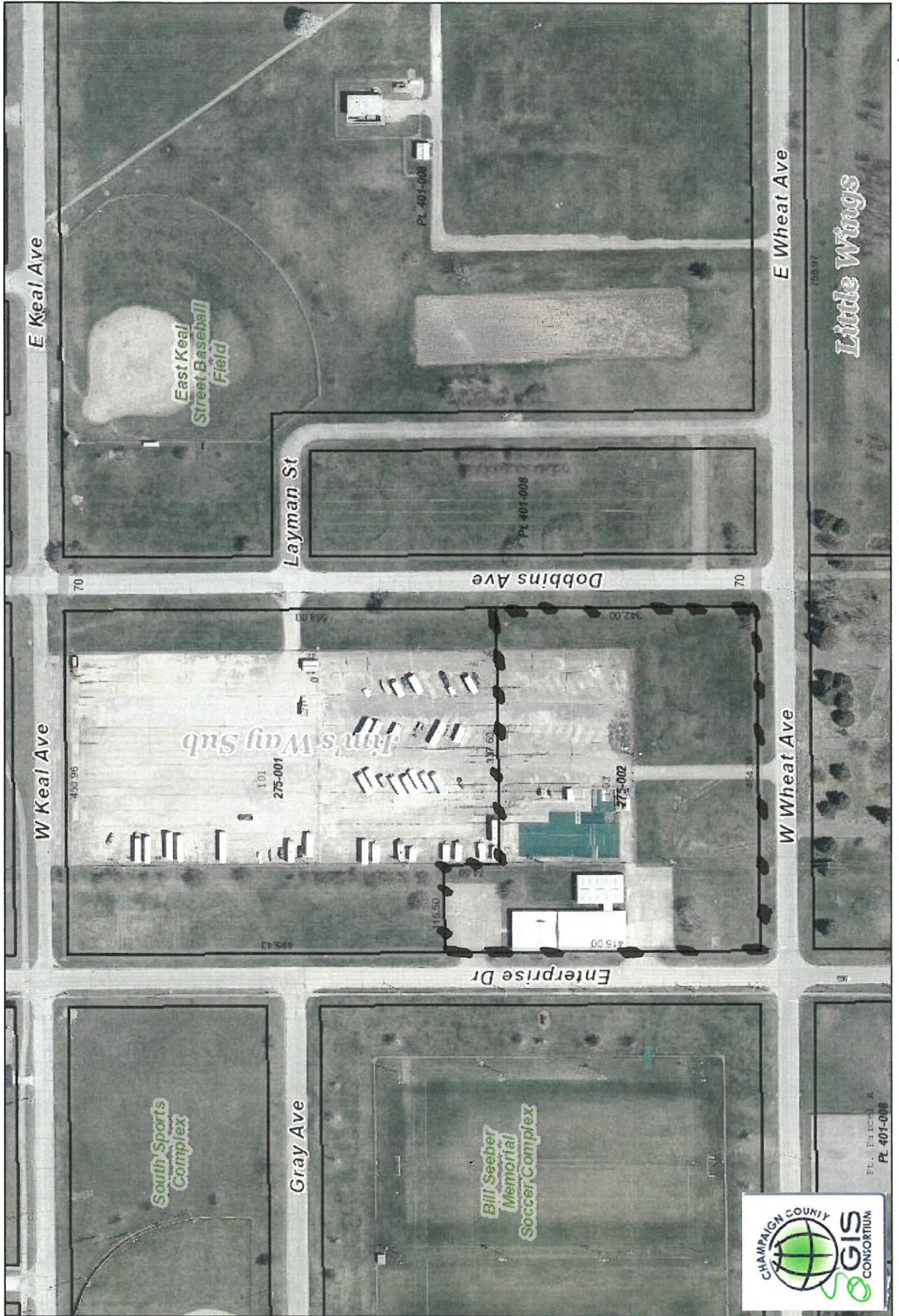
Recommended Asking Price: Sale		
Selling Range-User:	\$ 83,000.00 to \$ 166,000.00	
Selling \$ per SF-User:	\$ 10.00 to \$ 20.00	
Comparable Sales per SF:	\$ 10.81 to \$ 35.00	

PREPARER INFORMATION

Prepared By:	AJ Thoma III, CCIM	Office #:	217-352-7712
Company Name:	Coldwell Banker Commercial Devonshire Realty	Date Prepared:	3.22.19
Email:	ajt@cbcdr.com		

THIS IS A BROKER ESTIMATE OF VALUE OR A COMPARATIVE MARKET ANALYSIS AND SHOULD NOT BE CONSIDERED AN APPRAISAL. This is an opinion of value or a comparative market analysis and should not be considered an appraisal. This broker estimate of value is based upon information obtained from the client and/or others and is for their use. While we do not guarantee its accuracy, we have not verified the information and make no guarantee, warranty or representation about it. It is the responsibility of the recipient of this information to independently confirm its accuracy and completeness. This information should not be relied upon without a careful and independent investigation.

1221 Enterprise Drive



PL. Pictorial A
PL 401-008



ORDINANCE NO. 2613

**AN ORDINANCE
AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE
OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS
(1221 Enterprise Drive)**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) is the owner of a certain parcel of real estate commonly known as 1221 Enterprise Drive, Rantoul, Illinois, which is more particularly described on Exhibit A attached to the Agreement (the “**Real Estate**”); and

WHEREAS, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village has determined that it is necessary, desirable and in the best interests of the Village to sell the Real Estate; and

WHEREAS, there has been presented to and there is now before the meeting of the Corporate Authorities at which this Ordinance is adopted the form of an Agreement for Sale of Real Estate by and between the Village, as Seller, and Christopher A. King, as Buyer (the “**Buyer**”), under and by which such Buyer has agreed to purchase the Real Estate for \$250,000.00 with a Buyer credit in the amount of \$200,000.00 to be applied at closing (the “**Agreement**”).

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

Section 1. That the Agreement, including the terms thereof as set forth in the form of such Agreement as presented to and now before the meeting of the Corporate Authorities at which this Ordinance is adopted, be and the same is hereby authorized and approved.

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

Section 3. That the conveyance of the Real Estate is hereby authorized to be made to the Buyer upon full and complete performance by the Buyer of its obligations under the Agreement, the Corporate Authorities hereby expressly finding that the Real Estate is no longer necessary for, useful to, or in the best interests of the Village to retain.

Section 4. That all actions of the officers, employees and agents of the Village heretofore taken in connection with the Agreement and such conveyance of the Real Estate are hereby ratified, confirmed and approved.

Section 5. That from and after the effective date of this Ordinance, the proper officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute and deliver all such supplemental documents and instruments as may be necessary to accomplish the purposes of the Agreement and this Ordinance in accordance with the respective terms, conditions and undertakings thereof, including the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the conveyance of the Real Estate in connection with the Agreement.

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

PASSED this 11th day of June, 2019.

Village Clerk

APPROVED this 11th day of June, 2019.

Village President

<u>Address</u>	<u>Department</u>	<u>Current Equipment</u>	<u>Current S/N</u>	<u>Color</u>	<u>B&W</u>	<u>Notes</u>
333 S Tanner	Janet's office	none				new C258
1306 Country Club	Youth Center	MXM283n	5021619			copier from rec center (C554e)
621 Cook St	garage	BH C284	A4FK011001693			no change
200 W Grove Ave	WasteWater	MXM283N	5002418			copier from Customer Service (454e)
100 E Flessner Ave.	Rec-Fleet	MXM283N	5021259			copier from Engineering (284e)
109 E Grove	Police Dept	BH C284E	A5C2011111213	1,580	3,455	new C258
200 W Grove Ave	Utility Office	BH C284E	A5C2011111181	2,509	4,245	new C308
333 S Tanner	Copier Room	BH C554E	A5AY011009960	2,190	4,493	new C458
100 E Flessner	Recreation Center	BH C554E	A5AY011010000	895	5,118	new C558
333 S Tanner	Map room	BH 284E	A61G011010310		1,876	new 308e
333 S Tanner	Accting Room 202	BH 454E	A61E011014684		12,767	new 558e
333 S Tanner	Customer Service	BH 454E	A61E011014682		7,390	new 458e

Current Average Usage	7,174	39,344
Current cost per copy	\$ 0.0670	\$ 0.0067
Total	\$ 480.66	\$ 263.60
Current average total maintenance	\$ 744.26	
Current Lease payment	\$ 1,290.00	
Current Total Monthly Average	\$ 2,034.26	
New Agreement		
Current Average Usage	7,174	39,344
New cost per copy	\$ 0.0500	\$ 0.0050
Total	\$ 358.70	\$ 196.72
New average total maintenance	\$ 555.42	
New Lease payment	\$ 1,384.00	
New Total Monthly Average	\$ 1,939.42	

7 new copiers

8 new copiers

Summary of Costs

Option A - only add new copier in Janet's office

Option B - re-write lease with Janet's copier included

Cost Comparison

	Current Costs	Option A	Option B
Current Lease Payment	\$1,290.00	\$1,290.00	
New Lease Payment		\$81.00	\$1,384.00
Notes	7 new copiers + 3 re-leased copiers	8 new copiers + 3 re-leased copiers	8 new copiers + 3 re-leased copiers
Service Payment	\$744.26	\$744.26	\$555.42
Notes	based on average usage over the past 12 months at current rate	based on average usage over the past 12 months at current rate	based on average usage over the past 12 months at new rate
Total	\$2,034.26	\$2,115.26	\$1,939.41



EQUIPMENT MAINTENANCE AGREEMENT (All Supplies Included)

Effective Date _____

Renews Annually

This Equipment Maintenance Agreement is entered into by and between CDS Office Technologies and _____.

CUSTOMER INFORMATION

Customer Name Village of Rantoul Contact _____

Billing Address PO Box 38 City Rantoul State IL Zip 61866

Contact Email _____ Telephone/Fax Number 217-893-1661

EQUIPMENT INFORMATION

MAKE/MODEL	SERIAL #	INITIAL METER	EQUIPMENT LOCATION
C258 x 2	Administrators office	(333 S. Tanner)	Police Dept (109 E Grove)
C308			Utilities Office (200 W Grove)
C458			Copier Room (333 S. Tanner)
C558			Recreation Dept (100 E. Flessner)
308e			Map room (333 S. Tanner)
458e			Customer Service (333 S. Tanner)
558e			Accounting (333 S. Tanner)

MAINTENANCE SERVICE PLAN RATES

Payment Terms: Net 10 Days

- Plan 1 Full Service Maintenance: B & W Copiers and MFP Units.** Per Machine this agreement covers all parts, labor, supplies, except paper and staples. The plan is based on a rate of \$_____/Month and includes _____ copies/ Month . Usage over _____ copies/ Month will be billed at \$_____/copy.
- Plan 2 Color MFP and Copier Service Program.** Per Machine this agreement covers all parts, labor and supplies, except staples and paper. The plan is based on a rate of \$ see notes ___/ Month and includes _____ black copies/ and/or _____ color copies/ Month . Black copies/prints are billed at \$_____/copy. Color copies/prints are billed at \$_____/copy.
- Plan 3 Annual Fax/Printer/Panaboard/Scanner Contracts.** Annual Agreement Rate _____.
- Plan 4 Scan Program.** This plan agreement covers scans at \$.0025.

NOTES: annual click rate schedule B&W/Color - year 1 \$.005/\$.05 - year 2 \$.0055/\$.055 - year 3 \$.0061/\$.061 - year 4 \$.0067/\$.067 - year 5 \$.0073/\$.073

ALL CONTRACTS ARE SUBJECT TO A FUEL SURCHARGE. SHIPPING AND HANDLING CHARGES FOR SUPPLIES ARE BILLED SEPARATELY. THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF AND ANY SCHEDULE(S) ARE A PART OF THIS AGREEMENT AND CUSTOMER ACKNOWLEDGES THAT IT HAS READ THE SAME. When this Agreement is signed by Customer and CDS, it shall constitute a binding agreement between Customer and CDS, subject to credit approval.

ACCEPTANCES

CDS Office Technologies		Customer	
_____	_____	_____	_____
Authorized CDS Signature	Date	By	Date
_____	_____	_____	_____
CDS Corporate Officer	Date	Title	P.O. Number

Terms and Conditions

1. **GENERAL.** Pursuant to the terms and conditions of this agreement, CDS OFFICE TECHNOLOGIES agrees to provide Maintenance Services to Customer as described on the face of this agreement and as necessitated by the normal use of the Equipment. CDS OFFICE TECHNOLOGIES will provide Customer with the parts, supplies and consumables indicated on the face of this Agreement. If CDS OFFICE TECHNOLOGIES is not required to provide parts, supplies or consumables to Customer pursuant to this Agreement, Customer shall be responsible for maintaining an adequate inventory of parts, supplies and consumables, which meet manufacturer's specifications. CDS OFFICE TECHNOLOGIES will not be obligated to provide Maintenance Services if the Equipment and/or its parts and accessories (e.g. drum) are damaged by (a) abuse, misuse or negligent acts, (b) failures of Customer Provided hardware and software, (c) power surges or failures, (d) an operating environment not in conformance with the manufacturer's specifications for electrical power, air quality, humidity or temperature, (e) events other than normal wear and tear, (f) acts of God or natural disasters, (g) water, (h) spillage of liquids, (i) foreign objects such as paper clips, tools and jewelry, (J) the use of unauthorized parts, supplies, components or consumables, or (k) personal not authorized by CDS OFFICE TECHNOLOGIES. If CDS OFFICE TECHNOLOGIES elects to provide Maintenance Services to correct such damage, Customer shall be invoiced at CDS OFFICE TECHNOLOGIES's then current rates. Customer is obligated to inform CDS OFFICE TECHNOLOGIES when preventive maintenance is due. Repeated failure to notify CDS OFFICE TECHNOLOGIES when preventive maintenance is due may result in damage to the Equipment and additional charges.
2. **PRE-INSPECTION.** The parties agree that the Equipment is subject to an inspection prior to the commencement of this Agreement. The parties further agree that the EQUIPMENT IS TO BE IN GOOD WORKING CONDITION PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT. If the Equipment is not in good working condition, CDS OFFICE TECHNOLOGIES shall have the right to either terminate the Agreement effective immediately or charge Customer for the labor, parts and other items necessary to get the Equipment in good working condition.
3. **FEES.** The fees for Maintenance Service under this Agreement shall be the amount set forth on the face of this Agreement. If payment terms are not set forth on the face of this Agreement, Customer shall pay maintenance charges in accordance with the payment terms set forth on the applicable invoice. If the Number of Copies per Invoice Cycle set forth on the face of this Agreement is exceeded, Customer shall be obligated to pay for all copies in excess of the Number of Copies per Invoice Cycle at a rate equal to the Excess Copy Charge set forth on the face of this Agreement. All fees charged by CDS OFFICE TECHNOLOGIES pursuant to this Agreement are exclusive of all taxes, duties and similar fees now in force or enacted in the future ("Taxes"). If CDS OFFICE TECHNOLOGIES is required to pay any Taxes in connection with this agreement, other than Taxes based on CDS OFFICE TECHNOLOGIES's net income, such Taxes will be invoiced to and paid by Customer. All orders for supplies are subject to a delivery surcharge. Emergency supply orders may be subject to an additional charge. All payments are non-refundable. All contracts are subject to a fuel surcharge.
4. **SERVICE CALLS.** Service calls to perform Maintenance Services shall be made during CDS OFFICE TECHNOLOGIES's normal business hours for the provision of maintenance services at the Equipment location set forth on the face of this Agreement. Travel and labor time for service call's after CDS OFFICE TECHNOLOGIES's normal business hours for the provision of maintenance services shall be charged at overtime rates in effect at the time of the service call. When in its sole discretion, CDS OFFICE TECHNOLOGIES determines that an in-house (shop) reconditioning of the Equipment is necessary: CDS OFFICE TECHNOLOGIES shall submit to Customer an estimate of the needed repairs and the costs thereof. Such costs shall be in addition to the charges payable under this agreement. If the Customer does not authorize such reconditioning, CDS OFFICE TECHNOLOGIES may immediately terminate this Agreement upon written notice to Customer.
5. **TRAINING.** CDS OFFICE TECHNOLOGIES shall provide Customer with key operator training regarding the use and care of the Equipment. Customer shall ensure that all individuals using the Equipment are properly trained to use the Equipment. Customer shall be charged for any service call or damage to the Equipment resulting from misuse of the Equipment by untrained individuals.
6. **RELOCATION.** CDS OFFICE TECHNOLOGIES shall provide Maintenance Services for the Equipment at the location on the face of this Agreement. If Customer relocates the Equipment within CDS OFFICE TECHNOLOGIES's service area and desires to continue Maintenance Service, the Customer shall be subject to additional charges based upon the distance to Customer's new location and labor changes. If Customer relocates the Equipment outside of CDS OFFICE TECHNOLOGIES's service area, CDS OFFICE TECHNOLOGIES shall have the right to immediately terminate this Agreement upon written notice to Customer. Customer shall be responsible for any relocation and/or re-installation charges for the Equipment at its new location.
7. **CUSTOMER OBLIGATIONS.** Customer agrees to provide a suitable place for use of the Equipment (including suitable electric service) as specified by the manufacturer. Customer will provide adequate facilities for use by the maintenance personnel in connection with the provision of the Maintenance Services. These facilities will be within a reasonable distance of the Equipment to be serviced and will not be provided at any charge. Customer will provide a key operator for the Equipment for each shift of operation and make available operators for instruction in use and care of Equipment. Customer agrees to pre-order needed supplies & allow 3-5 business days for order processing & delivery. Customer will be charged a shipping & handling charge for each order placed. The per impression charge and coverage per impression charge are based upon an 8 1/2" by 11" letter size impression with an average 5% image fill, or its equivalent. If CDS personnel determine that Customer has used 15% more consumable supplies than normal (as determined by the manufacturer's specifications) to produce copies or prints, customer agrees to pay CDS an amount from time to time which may offset such usage. Customer also agrees that supplies consumed in the course of service performed by CDS OFFICE TECHNOLOGIES personnel are non-recoverable & replenishment of such supplies is the sole responsibility of the customer. Customer agrees to provide CDS OFFICE TECHNOLOGIES with meter readings as needed and to accept estimated meter readings based on service history for billing purposes. Customer agrees to pay at published rates for support required for printer applications or network service, not covered by this agreement. Customer also agrees to pay an additional .0025 cents per scan when the number of scans exceeds monthly clicks.
8. **TERM AND TERMINATION.** This agreement shall become effective (the "Effective Date") upon its acceptance by CDS OFFICE TECHNOLOGIES, credit approval by CDS OFFICE TECHNOLOGIES and Customer's payment of all applicable charges and fees. This Agreement will automatically be renewed each year at the prevailing CDS rates & conditions in effect at the time of renewal unless cancelled in writing on thirty (30) days written notice. Either party may terminate this Agreement at anytime upon thirty (30) days written notice to the other party. Customer's payment obligations hereunder shall survive the expiration and/or termination of this Agreement.
9. **BREACH OR DEFAULT**
 - (a) If Customer does not pay all charges for Maintenance Services as provided hereunder, promptly when due: (i) CDS OFFICE TECHNOLOGIES may (A) refuse to service the Equipment, (B) furnish service on a "Per Call "basis, and/or (C) immediately terminate this Agreement upon written notice to Customer, and (ii) Customer agrees to pay all costs and expenses of collection, including, without limitation, applicable legal fees.
 - (b) If customer uses parts or supplies which are defective or not acceptable for the use in the Equipment, and cause abnormally frequent service calls or service problems or damage to the Equipment, Then CDS OFFICE TECHNOLOGIES may, at its option, (i) charge Customer at its then current rates for such service and/or damage or (ii) immediately terminate this Agreement upon written notice to Customer. It is a condition of this Agreement, however, that the customer use only manufacturer approved parts or supplies.
 - (c) Customer declaring any form of bankruptcy will immediately terminate this contract.
10. **NO WARRANTY AND LIMITATION OF LIABILITY.**
 - (a) CDS OFFICE TECHNOLOGIES makes no warranty whatsoever with respect to the Maintenance Services, parts, supplies and consumables supplied hereunder and **DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR USE OF FITNES FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.** This warranty allocates the risks of loss occasioned by failure of parts, supplies or consumables or failure in Maintenance Services between CDS OFFICE TECHNOLOGIES and Customer, as authorized by the Uniform Commercial Code and other applicable law.
 - (b) **CDS OFFICE TECHNOLOGIES SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OR IN CONNECTION WITH THIS AGREEMENT OR ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY.** Such damages include, but are not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime costs or claims of customers of Customer for such damages.
11. **ASSIGNMENT.** Customer shall not assign this Agreement without the prior written consent of CDS OFFICE TECHNOLOGIES. Any attempt by Customer to assign or transfer any of the rights, duties or obligations hereunder shall be null and void.
12. **MISCELLANEOUS.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Illinois without regard to its body of law relating to its conflicts of law. Customer shall not participate in the transfer by any means of any commodity or technical data acquired from CDS OFFICE TECHNOLOGIES in violation of U.S. export laws. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, written or oral, regarding such subject matter. This Agreement may not be modified except in a writing signed by duly authorized representatives of CDS OFFICE TECHNOLOGIES and Customer. In the event that any purchase order, acceptance or other purchasing form or document is used in connection with the purchase of maintenance pursuant to the provisions of this Agreement, then, notwithstanding any provisions therein contained to the contrary, the terms of all such documents shall be governed by the provisions of this agreement, and any terms thereof which are inconsistent with, different from or in addition to the provisions of this agreement, shall be null and void and shall have no force or effect whatsoever. The headings and titles of this Agreement are inserted only for convenience and shall not affect the interpretation or construction of any provisions hereunder. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original. Customer specifically agrees that NO OTHER representation, constitutions, or warranties other than those set forth specifically in writing herein have been made. Contract changes are not valid until approved by CDS Office Technologies senior management (President or Vice President) and confirmed in writing back to the customer.

Authorized CDS Signature _____ Date _____

Customer Signature _____ Date _____

FISCAL FUNDING ADDENDUM

LESSEE	Full Legal Name <u>Village of Rantoul</u> DBA Name (If Any) _____
	Billing Address <u>333 S Tanner</u> Phone Number <u>217-893-1661</u>
	City <u>Rantoul</u> County <u>Champaign</u> State <u>IL</u> Zip Code <u>61866</u>
	Lease Number _____ Lease Date _____

Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above - identified Lease until the end of Lessee's current appropriation periods. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

Lessee further represents, warrants and covenants for the benefit of Lessor that:

- (a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Lessee is authorized under the constitution and laws of the State, and has been duly authorized to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder.
- (c) This Lease constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Lessee has complied with such public bidding requirements as may be applicable to this Lease.
- (e) The Equipment described in this Lease is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

LESSEE SIGNATURE	Signature X _____ (MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)
	Print Name _____
	Title _____ Date _____
	Name of Government Entity <u>Village of Rantoul</u>

ACCEPTED BY LESSOR	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____

Send Email Invoicing to:

CUSTOMER	Full Legal Name Village of Rantoul				Phone Number (217) 893-1661	
	Billing Address PO Box 38		City Rantoul	State IL	Zip 61866	Purchase Order Requisition Number
	Equipment Location (if not same as above) City		State	Zip	County Champaign	Send Invoice to Attention of: accts payable

EQUIPMENT INFORMATION	Equipment Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)
	Konica Minolta				See attached Schedule A

PAYMENT INFORMATION	Number of Rental Payments	Rental Payment	Plus Applicable Taxes		Term of Rental in Months	Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other						
	60	\$1,384.00	Plus Applicable Taxes		60	Security Deposit	(PLUS)	First Period Payment	(PLUS)	Other (EQUALS)	Total Payment Enclosed	
			Plus Applicable Taxes			\$0.00	+	\$0.00	+	\$0.00	=	\$0.00
			Plus Applicable Taxes									

TERMS AND CONDITIONS

1. Rental Agreement: You (the "Customer") agree to rent from us (the "Owner") the Equipment listed above and on any schedule attached to this Rental Agreement. You authorize us to adjust the Rental Payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. This Rental Agreement is effective on the date that it is accepted and signed by us, and the term of this Rental Agreement begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Rental Payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Rental Agreement you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Rental Payment, the number of days in that period, and a month of 30 days. Your Rental obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. You agree to pay a fee of \$75.00, to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Rental Agreement, and if the Equipment is located in more than one location, an additional \$10.00 documentation fee for each additional location. Security deposits are non-interest-bearing and may be applied to cure your default. If you are not in default, we will return the security deposit to you when this Rental Agreement is terminated. When a Rental Payment is not made when due, you agree to pay us a late charge of 5% for each Payment or \$10.00, whichever is greater. We will charge you a fee of \$25.00 for any check that is returned. **ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE RENTAL AGREEMENT.**

2. Title: We have title to the Equipment. If this Rental Agreement is deemed to be a security agreement, you grant us a security interest in the Equipment and the proceeds thereof. You authorize us to sign and file Uniform Commercial Code ("UCC") financing statements on the Equipment.

3. Equipment Use, Maintenance and Warranties: We are renting the Equipment to you "AS-IS" AND WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties provided to us. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Rental Payments include the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance or service and you will make all claims related to maintenance and service to the third party. You agree that any claims related to maintenance or service will not impact your obligation to pay all Rental Payments when due.

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Rental Agreement without our prior written consent. You agree that we may sell, assign, or transfer this Rental Agreement and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

5. Risk of Loss and Insurance: You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Rental Agreement obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee of the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any

such claims. This indemnity will continue after the termination of this Rental Agreement. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

7. End of Rental Agreement: At the end of the rental term, you shall return the Equipment in good working condition at your cost to the selling vendor. If you fail to return the Equipment as provided herein, this Rental Agreement will automatically renew at the same Rental Payment amount for consecutive 60-day periods with Rental Payments paid to the vendor.

8. Default and Remedies: You are in default on this Rental Agreement if: a) you fail to pay a Rental Payment or any other amount when due; or b) you breach any other obligation under this Rental Agreement or any other Rental Agreement with us. If you are in default we may: a) declare the entire balance of unpaid Rental Payments for the full Rental Agreement term immediately due and payable to us; b) sue you for and receive the total amount due on the Rental Agreement plus the Equipment's anticipated end of Rental Agreement fair market value (the "Residual") with future Rental Payments and the Residual discounted to the date of default at the lesser of (i) a per annum rate equivalent to that of U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Rental Agreement term, all as reasonably determined by us, or (ii) 3%, plus reasonable collection and legal costs; c) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and d) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of this Rental Agreement. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

9. Miscellaneous: You agree this Rental Agreement is a "Finance Lease" as defined in Article 2A of the UCC. You acknowledge we have given you the name of the Equipment supplier and agree that you may have rights under this contract with the supplier and may contact the supplier for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. **This Rental Agreement was made in Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to the non-exclusive personal jurisdiction in any state or federal court in PA and irrevocably waive a trial by jury.** You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use, and will not be moved from the above location without our consent. We may inspect the Equipment during the Rental Agreement term. You agree that this Rental Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Rental Agreement by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature.

CUSTOMER SIGNATURE	You agree that this is a non-cancelable rental agreement. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature	Date
	Title	
	Print Name	
Full Legal Name Village of Rantoul		

GUARANTY	I unconditionally guaranty prompt payment of all the Customer's obligations. The Owner is not required to proceed against the Customer or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Customer and the release and/or compromise of any obligations of the Customer or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Owner. This guaranty is governed by and constituted in accordance with the Laws of the Commonwealth of Pennsylvania and I consent to non-exclusive personal jurisdiction in any state or federal court in Pennsylvania and waive trial by jury.	
	Signature	Date
	Print Name	

OWNER	De Lage Landen Financial Services, Inc.	
	Rental Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	PHONE: (800) 735-3273 • FAX: (800) 776-2329	
	Rental Agreement Commencement Date	Rental Agreement Number
Accepted By:		

ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.	
	Signature	Date
	Print Name	Title

SCHEDULE A

SCHEDULE FORMING PART OF LEASE BETWEEN LESSOR, DLL Financial Services

AND Village of Rantoul, LESSEE,

DATE: _____ LEASE NUMBER: _____

DESCRIPTION OF EQUIPMENT:

- Konica Minolta C258 x 2 - color copier/printer (Administrator's Office and Police Dept)
- Konica Minolta C308 - color copier/printer (Utilities Office)
- Konica Minolta C458 - color copier/printer (Copier Room)
- Konica Minolta C558 - color copier/printer (Recreation Dept)
- Konica Minolta 308e - B&W copier/printer (Map Room)
- Konica Minolta 458e - B&W copier/printer (Customer Service Office)
- Konica Minolta 558e - B&W copier/printer (Accounting Office)

THIS SCHEDULE SHALL HERE AFTER FORM PART OF THE AFOREMENTIONED LEASE.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

LESSEE SIGNATURE	Signature X _____ Date _____ <small>(LEASE MUST BE SIGNED BY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR)</small>
	Print Name _____ Title _____
	Legal Name of Corporation or Partnership <u>Village of Rantoul</u>

ACCEPTED BY LESSOR	Signature X _____ Date _____
	Print Name _____
	Legal Name of Corporation or Partnership <u>DLL Financial Services</u>